



TOWN OF WESTBROOK, CONNECTICUT

REQUEST FOR QUALIFICATIONS KIRTLAND LANDING

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I. Request for Qualifications

The Town of Westbrook is seeking qualifications statements from engineering consulting firms licensed in the State of Connecticut to provide professional engineering services to the Town in regard to the Kirtland Landing Boat Launch Upgrade Project (the Project).

The Town is following the Qualifications-Based Selection (QBS) process established by Public Law 92-582 (40 USC 1101 et seq.) for the selection of engineering services for this Project. The Town invites engineering consulting firms to submit qualifications to the Town.

II. Summary of Project

The purpose of the project is to restore and enhance an existing small craft boat launch facility known as Kirtland Land, located on CT Route 145 in the Town of Westbrook, CT. The facility, owned by the Town of Westbrook, is located approx. 2000 feet upstream of USFWS (Service) property and provides the only public access to and through the Stewart B. McKinney National Wildlife Refuge via the Menunketesuck River. The boat launch, which is listed in the state’s official coastal access guide and on its website, is in poor condition due to lack of maintenance, uncontrolled storm water runoff, and heavy use. The unorganized and inadequate parking creates a safety hazard on CT Route 145. The stream bank is severely eroded and in need of stabilization. Overgrown shrubs and invasive plants are reducing the useable area of the site. See attached Location Map, Site Map and Site Photos.

III. Scope of Project

In 2015 the Town of Westbrook received funding through the Eastern Federal Lands Access Program to rehabilitate and enhance Kirtland Landing.

The restoration and enhancement project will consist of the following:

1. Expansion and re-surfacing of parking area using pervious pavement
2. Replacement and modernization of existing boat ramp
3. Stabilization of approx. 2,000 square feet of river bank to address erosion and safety issues
4. Creation of approx. 8,000 square feet of riparian buffer to address storm water quality issues
5. General landscaping to beautify the facility and to create a more park-like setting as a gateway to the Refuge.

The project includes all design work and permitting necessary to accomplish the above. Design work will adhere to 2004 CT Storm water Quality Manual, 2002 CT E&S Guidelines, ADA accessibility requirements and best engineering practices.

IV. Compliance Requirements

All portions of the project will comply with all local, State, and Federal regulations, normally enforced by the jurisdiction having authority over private construction in the local community.

V. Deliverables

The performance period for this contract expires on June 30, 2019. The contractor will provide construction plans and specifications for the Kirtland Landing rehabilitation and enhancement project, as well as the application for the CT Department of Energy and Environmental Protection and ready them for the Town of Westbrook to file.

This Contract Requires the Following Deliverables:

1. Site meeting with the Town and Service staff to provide the contractor with concepts and features to be used in the conceptual design plans provided by the contractor. The contractor will survey the parcel to establish the site location and project boundary.
2. 30% general construction plans for the project. Specific plans shall include; parking, riverbank stabilization, boat ramp and riparian buffer.
 - a. 30% Design Sheets: 3 Sets
 - b. Scale: 1" = 100' scale on 11" x 17"
 - c. Plan and profile sheets
 - d. Site plan
 - e. Parking (quantities)
 - f. Riverbank stabilization (quantities)
 - g. Boat Ramp (quantities)
3. Town and Service staff will provide feedback to the contractor to be incorporated into the 60% construction plans.
4. 60% construction plans and specifications parking, riverbank stabilization boat ramp, riparian buffer, and landscaping.
 - a. 60% Design Sheets: 3 Sets
 - b. Scale: 1" = 100' scale on 11" x 17"
 - c. Plan and Profile Sheets
 - d. 1 site plan
 - e. 1 specific boat ramp/construction sheets (cross section and quantities)
 - f. 1 specific bank stabilization (quantities)
 - g. 1 specific parking (cross section and quantities)
 - h. 1 specific riparian buffer/landscape (quantities)
5. The contractor will organize, advertise, and conduct a public scoping meeting to solicit public input on the project using the 60% design as a base of discussion and review. The contractor is also responsible to record public input from the meeting and comments received by email, and regular post. All persons will be allowed to provide comments up to 15 days after the public meeting.
6. The contractor will use input from the Town and Service, which will include items identified during the scoping meeting, and incorporate them in the final design of the project.
7. 100% construction plans and specifications for parking, riverbank stabilization boat ramp, riparian buffer, and landscaping.

- a. 100% Design Sheets: 3 Sets
- b. Scale: 1" = 100' scale on 11" x 17"
- c. Plan and Profile Sheets
- d. 1 specific boat ramp/construction sheets (cross section and quantities)
- e. 1 specific bank stabilization (quantities)
- f. 1 specific parking (cross section and quantities)
- g. 1 specific riparian buffer/landscape (quantities)

VI. Evaluation Criteria

Evaluation of responding firms will be based on the following criteria:

1. 20% will be based on current staff experience related to the project.
2. 20% will be based on the experience and qualifications needed to design and prepare construction plans and specifications for structures and facilities in tidal wetland environments, including storm water and erosion management.
3. 20% will be based on qualifications and experience for comprehensive municipal consulting. Capacity of the firm to perform the work on schedule. Include qualifications and experience for anticipated specialty work (i.e. Professional Engineers, Licensed Environmental Professionals, Licensed Operators, GIS professionals, field personnel, landscape architects, planners, etc.)
4. 20% will be based on the Firm's familiarity and experience with the Town of Westbrook and the services it requires. Please describe any previous project work and services that you have provided to the Town.
5. 20% will be based on location of Firm relative to the Town of Westbrook.

VII. Submission Requirements

Interested consultants/firms should submit the following material:

1. A Letter of Interest for the Project.
2. Profile of the firm, its principals, key personnel, equipment and facilities, and financial condition.
3. Evidence of the firm's ability to perform the work, including lists of complete and current projects of a similar nature, outside consultants and associates usually retained.
4. Description of the experience of the firm's current staff as it applies to the Project requirements (Staff Resumes).
5. Demonstration of understanding of the project, including staff available and proposed for assignment to the project.
6. References, including names and addresses of previous clients with similar projects.
7. Federal GSA Form 330, Exhibit A, Required Disclosures and Exhibit B, Legal Status Disclosure.

Please furnish 10 hard copies and 1 electronic copy of your firm fixed price submittal by 1/14/19 to: First Selectman Bishop, 866 Boston Post Road, Westbrook, CT 06498, nbishop@westbrookct.us.

Late responses will not be accepted.

All inquiries related to this RFQ are to be directed, to First Selectman Bishop, 866 Boston Post Road, Westbrook, CT 06498, nbishop@westbrookct.us, 860-399-3040. Information obtained from any other source is not official and should not be relied upon. All questions must be received within 7 days after the publication of this RFQ and the answers will be posted no later than 14 days after publication of this RFQ on the Town website www.westbrookct.us.

Any contract awarded under this RFQ will be funded by the Town of Westbrook, subject to applicable Connecticut State Agency requirements, including MBE/WBE participation. The Town is an Affirmative Action Employer and encourages proposals from Minority and Small Business Enterprises.

VIII. Acceptance of Response

The Board of Selectmen established an Ad Hoc Qualified Based Selection Committee consisting of town residents, representatives from the Conservation Commission, United States Fish and Wildlife Service, The River COG, Department of Public Works and elected officials.

Following receipt of qualifications statements, the responses will be screened by the Committee and prospective firms will be interviewed. Prospective firms will be contacted to set up interviews.

IX. Award of Contract

The contract shall be awarded by the Board of Selectmen, which reserves the right to waive any informalities, to accept or reject, in part or in whole, any and all proposals or to take whatever action may be deemed to be in the best interest of the Town.

X. Standard Financial and Procurement Requirements

1. Freedom of Information Act

All information submitted in response this request for qualifications is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A respondent's proposal may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A respondent must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the respondent cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a respondent's Confidential Information, it will promptly notify the respondent in writing of such request and provide the respondent with a copy of

any written disclosure request. The respondent may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The respondent shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

2. Required Disclosures

Each respondent must, in its Proposal Form, make the disclosures set forth in **Exhibit A** of this RFQ. A respondent's acceptability based on those disclosures lies solely in the Town's discretion.

3. Legal Status

If a respondent is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any respondent's legal status. Each respondent must complete and submit the *Legal Status Disclosure* form included in **Exhibit B** of this RFQ.

4. Tax Exemptions

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. CT Tax Registration Number: 6142046-000; Federal EIN 06-6002123.

5. Insurance Requirements

Respondent shall, at its own expense, provide and keep in force:

(a) Worker's Compensation insurance in the required amount, and Employers'

Liability insurance in the following amounts:

Bodily injury by accident	\$100,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$100,000 each employee

The policy must provide coverage for benefits payable under the Connecticut Worker's Compensation Act, and include the voluntary compensation endorsement.

(b) During the term of the contract, the respondent shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, and independent contractors, broad form property damage, blanket contractual and personal injury.

The required limits of liability are:

- \$2,000,000 – General Aggregate
- \$2,000,000 – Product-Completed Operations Aggregate
- \$1,000,000 – Personal and Advertising Injury
- \$1,000,000 – Each Occurrence
- \$ 50,000 – Fire Damage/Fire
- \$ 5,000 – Medical Expense/Person

- (c) Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.
- (d) Insurance Certification: An Insurance certificate shall be required to be filed with the TOWN, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

"The TOWN to be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein".

Defense of TOWN: All insurance companies shall have the duty to defend the TOWN against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

6. Affirmative Action and Equal Opportunity

Each respondent must submit a completed *Certification Concerning Equal Employment Opportunities and Affirmative Action Policy* form included in **Exhibit C** of this RFQ.

7. Non-Collusion Affidavit

Each respondent shall submit a completed *Non-Collusion Affidavit* included in **Exhibit D** of the RFQ.

8. Contract Terms

The following provisions will be mandatory terms of the Town's Contract with the successful respondent. If a respondent is unwilling or unable to meet any of these Contract Terms, the respondent must disclose that inability or unwillingness in its Statement of Qualifications.

(a) Defense, Hold Harmless and Indemnification

The successful respondent agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful respondent's malfeasance, misconduct, negligence or failure to meet its obligations under the Contract. The successful respondent's obligations under this

section shall not be limited in any way by any limitation on the amount or type of the successful respondent's insurance. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful respondent, or anyone directly or indirectly employed or contracted with by the successful respondent, or anyone for whose acts or omissions the successful respondent is or may be liable, the successful respondent's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful respondent under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful respondent shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful respondent's obligations under this section, which obligations shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful respondent.

(b) Advertising

The successful respondent shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval. If it chooses, the successful respondent may list the Town in a statement of references or similar document required as part of its response to a public procurement. The Town's permission to the successful respondent to do so is not a statement about the quality of the successful respondent's work or the Town's endorsement of the successful respondent.

(c) W-9 Form

The successful respondent must provide the Town with a completed W-9 form before contract execution.

(d) Maintenance and Availability of Records

The successful respondent shall maintain all records related to the work described in the RFQ for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

(e) Subcontracting

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful respondent shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful respondent with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful respondent shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful respondent. The successful respondent shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful respondent shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful respondent also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with the law.

The Town and the successful respondent are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and subcontractors and of persons employed, whether directly or indirectly, by its subcontractors(s).

(f) Worker's Compensation

Prior to Contract execution, the Town will require the tentative successful respondent to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful respondent was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

(g) Compliance with Laws

The successful respondent shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

(h) Licenses and Permits

The successful respondent certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful respondent shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

(i) Cessation of Business/Bankruptcy/Receivership

If the successful respondent ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful respondent, to make arrangements with another person or business entity to provide the services described in the Contract.

(j) Amendments

The contract may not be altered or amended except by the written agreement of both parties.

(k) Entire Agreement

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

(l) Validity

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

(m) Connecticut Law and Courts

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

(n) Non-Employment Relationship

The Town and the successful respondent are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful respondent understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage and disability. The successful respondent shall be solely responsible for any applicable taxes.

EXHIBIT A

1. Exceptions to or Modifications or Clarifications of the RFQ

____ This proposal does not take exception to or seek to modify or clarify any requirement of the RFQ, including but not only any of the Contract Terms set forth in Section X-8.

OR

____ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFQ requirements, including but not only the following Contract Terms set forth in Section X-8.

2. State Debarment List

Is the consultant on the State of Connecticut's Debarment List?

Yes

No

3. Occupational Safety and Health Law Violations

Has the consultant or any firm, corporation, partnership or association in which it has an interest (1) been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction); or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

Yes

No

If "yes" attach a sheet fully describing such matter.

4. Arbitration/Litigation

Has either the consultant or any of its principals (regardless of place of employment) been involved for the most recent 10 years in any pending or resolved arbitration or litigation?

Yes

No

If "yes" attach a sheet fully describing such matter.

5. Criminal Proceedings

Has either the consultant or any of its principals (regardless of place of employment) ever been the subject or any criminal proceedings?

Yes

No

If “yes” attach a sheet fully describing such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the consultant or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public projects or contracts?

Yes

No

If “yes” attach a sheet fully describing such matter.

7. State, Local or Federal Tax Delinquency

Is the consultant or any firm, corporation, partnership or association in which it has an interest delinquent in the payment of any state, local or federal tax obligations?

Yes

No

If “yes” attach a sheet fully describing the nature of each delinquent tax, approximate amount of same and governmental unit to which delinquent tax is owed.

EXHIBIT B

LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the consultant's regular employees regularly in attendance to carry on the consultant's business in the consultant's own name. An office maintained, occupied and used by a consultant only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a consultant will not be considered a permanent place of business of the consultant.

IF A SOLELY OWNED BUSINESS:

Consultant's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of Years engaged in business under a sole proprietor or trade name _____

Does the consultant have a "permanent place of business" in Connecticut, as defined above?

- Yes
- No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Consultant's Full Legal Name _____

Street Address _____

Mailing Address (if different form Street Address) _____

Owner's Full Legal Name _____

Number of Years engaged in business _____

Names of Current Officers:

President _____

Secretary _____

Chief Financial Officer _____

Does the consultant have a "permanent place of business" in Connecticut, as defined above?

Yes

No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Consultant's Full Legal Name _____

Street Address _____

Mailing Address (if different form Street Address) _____

Owner's Full Legal Name _____

Number of Years engaged in business _____

Names of Current Manager(s) and Member(s)

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Does the consultant have a “permanent place of business” in Connecticut, as defined above?

Yes

No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A PARTNERSHIP:

Consultant’s Full Legal Name _____

Street Address _____

Mailing Address (if different form Street Address) _____

Owner’s Full Legal Name _____

Number of Years engaged in business _____

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Name and Title (if any)

Residential Address (street only)

Does the consultant have a “permanent place of business” in Connecticut, as defined above?

Yes
No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

Respondent’s Full Legal Name (print)

Name and Title of Respondent’s Authorized Representative

Signature of Respondent or Respondent’s Representative, Duly
Authorized

Date

EXHIBIT C

**EQUAL EMPLOYMENT OPPORTUNITIES AND AFFIRMATIVE ACTION POLICY
CERTIFICATION**

I/we, the Respondent, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/xeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):
 _____ have an Affirmative Action Program, or
 _____ employ 10 people or fewer.

Respondent's Full Legal Name (print)

Name and Title of Respondent's Authorized Representative

Signature of Respondent or Respondent's Representative, Duly
Authorized

Date

EXHIBIT D

NON COLLUSION AFFIDAVIT

The undersigned respondent, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the respondent developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the respondent, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the respondent and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Westbrook is directly or indirectly interested in the respondent's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned respondent further certifies that this affidavit is executed for the purpose of inducing the Town of Westbrook to consider its proposal and make an award in accordance therewith.

Respondent's Full Legal Name (print)

Name and Title of Respondent's Authorized Representative

Signature of Respondent or Respondent's Representative, Duly Authorized

Date

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public

My Commission Expires: