

# REQUEST FOR QUALIFICATIONS/PROPOSALS

for

Design-Build Services  
for the  
Westbrook Middle School 2<sup>nd</sup> Floor HVAC Project

Issue date: March 27, 2017

QUESTIONS: Contact Project Manager, Roger LaFleur, in writing by email at [pmresourcesllc@att.net](mailto:pmresourcesllc@att.net)  
No questions will be accepted after April 14, 2017

## TABLE OF CONTENTS

I.	INVITATION TO SUBMIT.....	3
II.	PROJECT DESCRIPTION - SCOPE OF SERVICE.....	4
III.	TIMELINE OF THE RFQ/P PROCESS.....	4
IV.	INSURANCE REQUIREMENTS.....	4
V.	MINIMUM QUALIFICATIONS.....	6
VI	WRITTEN PROPOSAL.....	6
VII.	GENERAL TERMS AND CONDITIONS .....	6
VIII.	EVALUATION CRITERIA .....	8
IX.	BID FORM.....	9

## **I. INVITATION TO SUBMIT**

The Town of Westbrook, is seeking qualified Design-Build firms to provide the design and installation of new Air Conditioning for the Middle School located at 154 McVeagh Road Westbrook, Ct.

Proposals should be addressed and delivered to:

Attn: **Westbrook Board of Education**  
**158 McVeagh Road**  
**Westbrook, CT 06498**

**All Proposals shall be delivered by: 11:00 a.m. April 12, 2017**

The documents included as part of this RFQ/P are as follows:

1. Request for Proposals – this document

## **II. PROJECT DESCRIPTION - SCOPE OF SERVICE**

### **Middle School 2<sup>nd</sup> Floor HVAC**

The Westbrook Public Schools has identified an issue with the Middle School second floor as being excessively hot during certain times of the year and is seeking a Design-Build solution that will improve the educational environment for the foreseeable future. This project is a "Turnkey Project" and must be ready for full operation by August 15, 2017. In addition to the engineered design, the Design/Build firm selected for this projects will be responsible for both the design and construction of their proposed solution. It is the intention of the Administration to select the Design-Build firm that best meets the requirements of the proposed project. Design-Build teams must be prepared to fully explain how their solution will meet the needs of the project and fit within the proposed budget. It is the responsibility of the Design-Build team to resolve any issues encountered in the design and installation of this project, unless requested by the Owner, Change Orders will not be considered. It is highly recommended that interested Design-Build teams investigate existing conditions prior to submitting their proposal. In addition, the Selected Design-Build contractor(s) will be responsible for applying for all utility energy conservation incentives along with zero-interest financing options, if available, that will benefit the Town or Board of Education.

### **Controls System**

Provide and install a DIRECT DIGITAL CONTROL SYSTEM compatible with the existing energy management system for all new equipment.

### **Additional Project Deliverables**

- Stamped drawings, specifications, and any associated technical data (calculations, suggested manufacturers' products, photographs, etc.) complete and ready for construction.

- A proposed schedule for achieving the design goals by June 15, 2017.

**Notes:**

- The Design-Build Team is expected to be present for some or all of the meetings which may need to be conducted with user groups, either at the Design-Build team's office, on site, or elsewhere (unlimited).

**Contractor Requirements**

- Contractor(s) must show experience in providing similar scope of work for Connecticut municipalities in the previous five (5) years.
- Contractors must show experience with participation in the Connecticut Energy Efficiency Fund energy conservation programs.
- Contractors must demonstrate prior experience as a team on previous Design-Build projects.

**RFQ/P Response**

**Prospective D-B contractor(s) shall provide the following in response to this RFQ/P;**

1. One page background of firm or firms (project teams are eligible). The background should include a brief description of the contracting firm(s) capabilities and experience associated with the scope of work described above.
2. List individuals and background of employees responsible for project management.
3. List a minimum of two (2) projects with similar project components. Provide details of the project. Indicate whether the project was; (1) on budget, (2) any and all change orders, and (3) project completed on schedule.
4. Provide a minimum of three (3) customer references.

**III.TIMELINE OF THE RFQ/P PROCESS**

The following timeline will be followed:

Issue RFQ/P	March 27, 2017
Mandatory Site Visit	April 4, 2017 at the Middle School 3:00 pm
RFQ/P due back from qualified firms	April 18, 2017
Interviews, if needed	April 19, 2017
Award of Bidder	May 9, 2017

**IV.INSURANCE REQUIREMENTS**

All contractors and vendors are required to provide proof of the required insurance coverage before entering the premises or commencing any work at the Westbrook Public Schools.

Contractors and vendors must obtain, at their own expense, all the insurance required here from an insurance company A.M. Best rated as "A-VII" or better, and acceptable evidence of such insurance must be properly furnished to, and approved by, the Town of Westbrook.

All subcontractors are subject to the same requirements. It is the responsibility of the primary contractor or vendor to obtain acceptable evidence of insurance from subcontractors.

The Town of Westbrook also requires that they be named as an additional insured on your general liability policy(ies). Your general liability policy must be specifically endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent). Where these forms require a description of locations or projects, enter "Westbrook locations or projects." These form numbers must be specifically referenced on the certificate of insurance, and copies of these endorsements naming the Town of Westbrook as additional insured must be furnished with the required certificate of insurance. If your insurance company uses a different form to provide the Town of Westbrook with additional insured status on your policies, copies must be provided in advance with the insurance certificate for review and approval by the Town.

The amounts of insurance available to the Town as additional insured must be equal to the full policy limits carried by the contractor or vendor, including primary and excess (umbrella) liability policies or the amounts specified below, whichever is greater. Coverage provided under excess or umbrella policies must be at least as broad as that found in required underlying policies. All coverage must be primary and noncontributory as to the Town of Westbrook.

The proper name for the entity to be named as additional insured is: "The Town of Westbrook, and/or related or affiliated entities."

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", plus copies of any required additional insured endorsements. Certificates should be sent to: Lesley Wysocki, Business Manager, Westbrook Public Schools, 158 McVeagh Road, Westbrook, CT 06498

Current insurance certificates must be furnished to the Town at all times. Replacement certificates must be furnished ten (10) days *prior to the expiration or replacement* of referenced policies.

The Town of Westbrook reserves the right to make commercially reasonable changes in these requirements during the term of any work or project.

Contractor shall agree to maintain in force at all times during which services to be performed the following minimum coverages and shall name the Town of Westbrook and Westbrook Board of Education as Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. **These requirements shall be clearly stated in the remarks section on the Certificate of Insurance.**

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all Carriers are subject to approval by the Town of Westbrook and the Westbrook Board of Education.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town of Westbrook and Westbrook Board of Education prior to purchase order/contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

## **V. MINIMUM QUALIFICATIONS**

The minimum requirements for qualification are as follows:

- A minimum of 2 HVAC projects constructed within the last 5 years.
- The Team shall have a Major Contractor's License
- Attendance at the March 30, 2017 mandatory site visit
- Plans and Drawings must be 100% complete by May 30, 2017
- The Team must demonstrate previous success in procuring utility rebates
- The Team must provide complete Mechanical and Electrical Engineering

## VI. WRITTEN PROPOSAL

The written proposal is due **April 12, 2017 at 11:00 AM**. Firms are required to submit three (3) hardcopies and one (1) electronic copy of their proposal to:

**Westbrook Board of Education  
158 McVeagh Road  
Westbrook, CT 06498**

**All Proposals shall be delivered by: 11:00 a.m. April 12, 2017**

Submissions are to be clearly identified with the title; **Town of Westbrook, Middle School HVAC, Design-Build Proposal.**

## VII. GENERAL TERMS AND CONDITIONS

A prospective respondent must be willing to adhere to the following terms and conditions and by submitting a proposal hereby accepts and will comply with them in their response to this Request for Proposal.

1. **Acceptance or Rejection by the Town of Westbrook**– Westbrook reserves the right to accept and/or reject any or all proposals submitted for consideration to serve the best interests of the Town of Westbrook. Respondents whose proposals are not accepted will be notified in writing.
2. **Ownership of Documents** – All proposals submitted in response to this RFQ/P are to be the sole property of the Town of Westbrook and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. **Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/P is to be the sole property of the Town of Westbrook unless stated otherwise in the RFQ/P or contract.
4. **Timing and Sequence** – Timing and sequence of events resulting from this RFQ/P will ultimately be determined by the Town of Westbrook.
5. **Oral Agreements** – Any alleged oral agreement or arrangement made by a respondent with any agency or employee will be superseded by the written agreement.
6. **Amending or Canceling Requests** – The Town of Westbrook reserves the right to amend or cancel this RFQ/P prior to the due date and time, if it is in the best interest of the Town of Westbrook to do so.

7. **Rejection for Default or Misrepresentation** – The Town of Westbrook reserves the right to reject the proposal of the consultant that is in default of any prior contract or for misrepresentation.
8. **Clerical Errors in Awards** – The Town of Westbrook reserves the right to correct inaccurate awards resulting from its clerical errors
9. **Rejection of Submission** – Submissions will be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ/P.
10. **Changes to Submissions**– No additions or changes to the original RFQ/P will be allowed after submittal.
11. **Contract Requirements** – A formal agreement will be entered into with the firm selected. The contents of the proposal submitted by the successful respondent and the RFQ/P will become part of any contract award.
12. **Rights Reserved to Westbrook**– the Town of Westbrook reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.
13. **Withdrawal of Submission** – Negligence on the part of the respondent in preparing the RFQ/P confers no right of withdrawal after the time fixed for the acceptance of the submission.
14. **Assigning, Transferring of Agreement** – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement, its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior consent and approval in writing by Westbrook.
15. **Cost of Preparing RFQ/P** – The Town of Westbrook shall not be responsible for any expenses incurred by the organization in preparing and submitting a RFQ/P. A RFQ/P shall provide a straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
16. **Definition of Terms** – **For the purpose of this RFQ/P, whenever the word “respondent” appears, it shall refer to “Design-Build Team” and whenever the word “Design-Build Team” appears, it shall refer to “respondent.”**



## VIII. EVALUATION CRITERIA

Teams will be evaluated on the following criteria

- Their technical proficiency
- The Team's prior experience working together
- Their proposed methodology for installation and schedule compliance
- Team references from clients of previous completed projects
- The Teams concepts and approach for delivering a complete system
- The Teams adherence to project goals and budget

**Bid Proposal Amount** \_\_\_\_\_

**Exclusions: Hazardous materials investigations or testing**

Firm: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_