

TOWN OF LEDYARD REQUEST FOR PROPOSAL

For

ARCHITECTURAL DESIGN SERVICES FOR HVAC design at JULIET W. LONG SCHOOL

BID # 23-11



A Town for all Seasons

INFORMATION

REQUEST FOR PROPOSAL
DESIGN SERVICES FOR
HVAC at JULIET W. LONG SCHOOL, 1854 RT 12
Gales Ferry, CT 06335

PROJECT MANAGER

PERMANENT MUNICIPAL BUILDING COMMITTEE
LEDYARD PUBLIC SCHOOLS FACILITIES
DIRECTOR
WAYNE DONALDSON

ALL QUESTIONS TO

FACILITIES DIRECTOR
WAYNE DONALDSON
WDONALDSON@LEDYARD.NET
860-464-9255 x1401

All questions must be submitted in writing and e-mailed to Wayne Donaldson at wdonaldson@ledyard.net prior to the established timeline for questions per these bidding documents.

ARCHITECTURAL DESIGN SERVICES FOR HVAC at JULIET W. LONG SCHOOL.

I. INTRODUCTION

The Town of Ledyard is seeking professional services for the preparation of plans, specifications, cost estimates, and construction administration for the installation of air conditioning and ventilation at the Juliet W. Long School, 1854 CT-12, Gales Ferry, CT 06335.

The project will be publicly bid upon completion of design.

This is a two envelope bid. Bidders should submit 8 printed copies and one thumb drive of the bid proposal documents and in a separate sealed envelope clearly marked "Fee Proposal" one copy of the fee. The fee proposal is not to be included on the Thumb Drive

A pre-proposal meeting has been scheduled for November 20, 2023 at 11:00 AM at Juliet Long School, 1854 CT-12, Gales Ferry, CT 06335. Architects are strongly encouraged to attend. This is the prime opportunity to ask questions of the project team and see the building condition.

II. TIMELINE

1. Pre-proposal meeting November 20, 2023 11AM Juliet Long School 1854 RT 12 Gales Ferry CT.
2. Deadline for question December 15, 2023 3PM
3. Sealed Bids Due December 21, 2023 11AM
4. Review and selection of finalist January 2, 2024
5. Interviews 2nd -3rd week of January 2024
6. Final selection of successful bidder February 5, 2024

III. PROJECT DESCRIPTION

Basic scope of services shall include all phases of design, site field investigation of existing facility Bid, final documents including construction documents and specifications, contractor bidding stage interviews. Once the project is awarded, include shop drawings and construction administration for the design and oversight of the construction of air conditioning and ventilation. The HVAC project will be submitted to the State of CT for SCG, State Grant Process. Design professionals shall include in their Fee Proposal the time to assist in this process, and provide documents required to the state for this process. Design professionals shall include in their Fee Proposal construction management and inspections of all work completed by the contractor during the construction phase. The successful bidders fee should include all costs for design along with any alternates, all costs associated with the State Grant process, Bidding and evaluation of construction contractors (with the exception of printed copies of the bid documents) Daily onsite inspections of contractors work. Resolution of all punch list items. All closeout documents needed for State Grants and attendance at all meetings with the State, Building officials and audit close out. The successful bidder will be responsible for the proper documentation of all change orders and the timely submission if any to the State. The successful bidder is to review and approve all owners manuals submitted by the contractor to ensure they include all warranty and other information for the proper maintenance and repair of any equipment installed. The Design Professional shall ensure the design meets the maximum energy conservation possible balanced within budgeted costs. The Design Professional is to ensure that the design is within the budget and will be required to make any reasonable redesign changes to meet budget numbers at no cost to the Town. The design professional will be expected to perform a walkthrough of the facility to verify existing conditions. Town can provide existing drawings if available for review.

Scope of Design / Construction Work

- 1.** Design an energy efficient HVAC system to provide Air Conditioning and Ventilation including CO2 control with a non proprietary BMS system that ties into the existing heating system.
- 2.** Successful bidders will be required to work in conjunction with the Architect for the existing roof replacement and solar installation on the building to ensure that any rooftop units do not interfere with the maximum output of the photovoltaic system.
- 3.** It is acknowledged that the short timeline will create challenges for the delivery of equipment; it is expected that design will be completed in time for any roof curbs or penetrations to be added into the roofing replacement bids.
- 4.** An existing preliminary design will be provided as a suggestion for design but bidders are encouraged to offer other suggestions that would be more efficient or offer more practical alternatives.
- 5.** Design to Conformance of all State and local codes

Environment

1. Architectural Firm shall coordinate with Environmental Abatement Design Firm and provide Documents to package into one final Bidding Set of documents.

Scope of Design Work Exclusions

1. Abatement related testing of any materials
2. Abatement related design documents and specifications to be combined with Architectural Documents and issued for Bidding.

IV. QUALIFICATION OF DESIGN PROFESSIONAL

The Architectural Firm shall be qualified in this type of design, HVAC design and construction in public schools and demonstrate knowledge and experience working on state or municipalities projects. Must be familiar with all applicable codes and standards, and projects of a similar size, nature and scope of work. **Must have prior experience with State of CT school grants.**

V. TIME SCHEDULE

It is the Owner's intent to post completed project construction documents to bid; **early Spring 2024**, with construction contract award being made by end of **April 2024** and work to be done during Summer 2024. Upon awarding an approved Qualified Bidding Contractor, it is understood that the schedule may be altered based on the availability of equipment. Successful bidders should consider availability of equipment as one of the criteria in their design.

VI. FORM OF CONTRACT

The Town of Ledyard uses an amended version of AIA Document B201 Standard Form of Architect's Services: Design and Construction Contract Administration - 2007..

PROFESSIONAL FEES

It is the Town's intent that a lump sum fee based on the hourly rate defined is submitted. Lump sum fees are for all design, construction, grant administration, and construction oversight. If needed, please provide a list of hourly rates for titles for additional services as requested. The Town reserves the right to negotiate lump sum fees for this specific project utilizing the hourly rates.

RFP RESPONSES

A. Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Proposals be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.
2. Table of Contents: Clearly identify the material by section and page number.
3. Letter of Transmittal: Limited to two pages. Identify the designated contact person for all communication regarding this RFP process and include phone and email contact information. Letter shall also include a statement by the respondent accepting all terms, conditions, and requirements contained in this RFP.
4. Response to Request for Proposal: Please provide an overview of your approach to this project. Describe how you would satisfy the requirements of the scope of services section. Provide a description of the company's total resources and identify the personnel that would be assigned to the project with a description of their background and experience. The proposal shall specifically list the tasks it will accomplish and a list of items the consultant's proposal shall not include.
5. Provide complete contact information on at least five (5) references for engagements of a similar nature including a summary of the services provided and the dates the services were provided. By similar in nature, the Town means Commercial PVC Roof type replacements. Identify any projects in which public funds, grants, and/or special funds have been utilized.
6. Cost proposal shall be inclusive of all costs associated with the complete design of the project, including Contract Administration
7. For this bid, we require six (8) hard copy submissions and one USB drive containing the proposal . The Town maintains the right to reject any bid that does not meet this criteria or are submitted after the deadline. The Town retains the right to waive minor discrepancies in bid submissions at its sole discretion. The submission deadline is 11AM on December 21st, 2023. No emailed bids will be accepted.

Wayne Donaldson
Director of Facilities
Ledyard Board of Education
4 Blonders Blvd,
Ledyard, CT 06339
wdonaldson@ledyard.net
860-464-9255 x1401

All RFP packages should be clearly marked and sealed with the Proposer's name and the words "**RFP for ARCHITECTURAL DESIGN SERVICES FOR HVAC at JULIET W. LONG SCHOOL Bid #23-11**".

A. RFP Cost

Proposers are responsible for all costs incurred in the development and submission of their information packages. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of information by a Proposer.

B. Prime Respondent Responsibility & Third Party Relationships The Proposer should clarify its relationships with parties supplying portions of the RFP solution and specify the portions that each party is providing.

C. Instructions to Proposers

1. At the date of opening, it will be presumed that each Proposer has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the RFP documents.

2. The Town reserves the right to reject proposal for any reason the Town deems advisable and to award a contract to any of the Proposers of service at the sole discretion of the Town. Any item required in this request for Proposal that is not included in a respondent's Proposal shall be specifically noted. If there are no specifically noted exclusions in a Proposal it will be assumed that the Proposer accepts and understands all of the requirements of this RFP.

3. Questions/Inquiries: Any questions or clarifications about this RFP should be emailed to Wayne Donaldson, Director of Facilities, Ledyard Board of Education, 4 Blonders Blvd, Ledyard, Connecticut 06339 at wdonaldson@ledyard.net

4. All RFP responses will be considered confidential information and will not be available for public viewing until a contract award is made.

5. Any proposals must be valid for a period of 120 days from the due date.

6. Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible indicating their intention to participate in the RFP process to ensure timely receipt of potential corrections, cancellation and addenda. Acknowledgements shall be emailed to Wayne Donaldson, Director of Facilities, Ledyard Board of Education, at wdonaldson@ledyard.net

7. Proposers shall provide insurance coverage per the attached Indemnification and Insurance Exhibit.

D. Taxes

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that

E. Proposer may incur as a result of this agreement. The successful Proposer will be obligated to pay property taxes to the Town with respect to any of the Proposer's taxable personal property, motor vehicles or real estate within Ledyard which may be used in conjunction with the performance of this agreement.

F. Indemnification

Proposers accept and agree to the attached Indemnification and Insurance Exhibit.

G. Compliance with Laws

Proposer shall operate and maintain all properties and perform all of the services required in the RFP in full compliance with all appropriate federal, state and local laws and regulations.

H. Non-Discrimination

The Proposer in performing under this agreement shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or who may perform any such labor or services in connection with this agreement.

I. Contract for Services

The Town and Proposer expressly agree that this is an agreement for the provision of the specific services herein described; that Proposer is to perform those services for the term set forth herein and pursuant to the provisions of this agreement; that the Proposer(s) are independent contractors, not employees of the Town, for these purposes and as such neither they nor their employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

J. Insurance

Respondents shall provide insurance coverage per the attached Insurance Exhibit.

K. Public Information & Ownership of Documents

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created.

L. Examination of Documents

Proposers shall thoroughly examine and be familiar with these Proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposal shall become part of any agreement by reference.

M. Selection Process and Evaluation Criteria

The responses to this RFP will be evaluated using the following criteria:

1. Experience with providing Architectural Design, Engineering and Construction Administration Services on municipal roof replacement projects as described.
2. Previous company project history & references.
3. Responsiveness and approach to RFP requirements.
4. Fee Proposal Cost

The Proposal will be evaluated by the Town PMBC who will select finalists. The finalists shall be interviewed to determine, all factors considered, the most qualified and capable firm to provide services to the Town.

The Town of Ledyard reserves the right to waive any minor discrepancies, reject or accept any bid based on the best interest of the Town.

Indemnification and Insurance Exhibit Contractor w/Professional Services

I. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Ledyard, Ledyard Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of Ledyard and Ledyard Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.

B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Ledyard, Ledyard Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of Ledyard, or their respective agencies.

C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.

2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.

3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of Ledyard, Ledyard Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.

4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. Commercial General Liability: \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.

2. Automobile Liability and Physical Damage Coverage: \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. (If a vehicle is not used in the execution of the contract then automobile coverage is not required).

3. Professional Liability (claims-made): \$1,000,000 each claim / \$2,000,000 aggregate. Retroactive date under the policy shall precede the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed under this Contract.

4. Valuable Papers and Records Coverage. \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.

5. Umbrella Liability: \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.

6. Workers' Compensation and Employer's Liability: Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. (Waiver of Workers' Compensation Benefits can be made on sole proprietor or LLC's by

submission of a form 6B with the CT Workers' Compensation Commission and copy to Risk Management)

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

7. Personal Property: All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.

3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.

5. Occurrence Form, Primary and Noncontributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and noncontributory with respect to any other insurance or self-insurance maintained by or available to the Town.

6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following the end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.

7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.

8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.

9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, canceled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium, or immediately upon notice of any change in coverage.

10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract

Fee Submission Form

Category	Fee
Predesign	
Design	
Bidding	
Construction Admin	
Close Out	
Audit	

Firm Name _____

Printed Name _____

Title _____

Email _____

Date _____

Signature _____

Juliet Long HVAC Project

The Town of Ledyard is looking for Bids for Architectural Services at Juliet W. Long

School. Bid information can be found on the town's website www.ledyardct.org or the schools website www.ledyard.net