

REQUEST FOR QUALIFICATIONS

FOR

COMMISSIONING AGENT

FOR THE

**CHATFIELD - LOPRESTI ELEMENTARY SCHOOL
EXPANSION AND RENOVATION PROJECT**

FOR THE

**CHATFIELD-LOPRESTI ELEMENTARY SCHOOL
BUILDING COMMITTEE**

**TOWN OF SEYMOUR
ONE FIRST STREET
SEYMOUR, CT 06483**

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1. INVITATION TO SUBMIT QUALIFICATIONS

The Town of Seymour, acting thru the Chatfield-Lopresti Elementary School Building Committee (CLESBC) is seeking to engage a Commissioning Agent (CA) to oversee and coordinate the mechanical system commissioning process and present recommendations to the Owner regarding performance of the building systems, in association with the expansion and renovation of the Chatfield Elementary School located at 51 Skokorat Street in Seymour, CT.

In order to be considered for this assignment, nineteen (19) bound copies and one (1) electronic copy on a compact disc of the Qualification Statement shall be delivered to:

Chatfield-Lopresti Elementary School Building Committee
Office of the First Selectman
Seymour Town Hall
One First Street
Seymour, CT 06483

No later than 4:00 PM, Monday July 6, 2009.

All questions regarding this Request for Qualifications shall be submitted, in writing, to Donald W. Smith, Jr., P.E. Co-Chairman, Chatfield-Lopresti Elementary School Building Committee via email at: dwsjrpe@sbcglobal.net no later than June 25, 2009. In order to receive addendum and other information regarding this RFQ, if any, interested firms should reply to info@seymourct.org with the firm name and contact person.

Subject to, and in accordance with, the limitations of Public Act 08-169 and the Town of Seymour Bidding Ordinance, the Chatfield-Lopresti Elementary School Building Committee and the Town of Seymour reserve the right to accept or reject any or all qualification statements or parts thereof, for any reason, if such action is in the best interest of the Town of Seymour.

2. BACKGROUND: On October 7, 2008 the residents of the Town of Seymour approved a \$32.5 million dollar, 39,415 sf expansion and 'Renovate-as-New' renovation of the 38,022 sf Chatfield Elementary School. The school was built in 1965, with an addition in 1990.

The Town of Seymour has selected the firm of Silver Petrucelli & Associates to provide the architectural and mechanical engineering design services, the firm of Fusco Corporation to provide construction management services and we are now seeking Qualification statements for a Commissioning Agent. Upon selection, the Commissioning Agent is expected to become an integral member of the project team that will report directly to the Owner.

At this time, the project is expected to consist of an addition of classroom, gymnasium, special program and administration spaces, and phased renovation of existing spaces to bring the school into compliance with the educational specifications and building / life safety codes. In particular, a survey of the school's mechanical systems recommends replacement of the existing heating and ventilation systems. The construction budget is presently estimated to be approximately \$26 million and includes approximately \$1.25 million for alternative energy systems. Schematic design is expected to be completed during August, 2009 and construction is scheduled to begin June 2010 and be completed within 18 months.

3. BASIC INTENT OF THE PROJECT

The Commissioning Agent will serve as the Owner's representative to develop, manage, coordinate and witness commissioning of the building systems (hereafter referred to collectively as "Systems") of the project, which will include HVAC systems, lighting, lighting controls, power (service, inverter), security, fire alarm, tel/data, telephone, intercom, plumbing systems and equipment, fire protection and building automation (BMS/DDC) systems, and will require the Commissioning Agent to designate a qualified individual as the point person for the duration of the project – from construction document review in 2009, to completion and commissioning in 2012, and into post-completion commissioning during the warranty period.

4. PROJECT SCHEDULE: The CLESBC has approved the following project schedule:

- Advertise for CA qualifications (06/14/09)
- Receive CA qualifications (NO FEE PROPOSALS) (07/06/09)
- Establish Short list of not more than four (4) CA firms (07/14/09 – Reg. Mtg.)
- Receive detailed CA proposal (Including Fees)(07/29/09)
- CA Interviews & Selection (07/29/09 – Reg. Mtg.)
- Schematic Design Phase (thru August, 2009)
- Design Development Phase (thru October, 2009)
- Construction Document Phase (thru February, 2010)
- Bidding and Award (4/10 – 5/10)*
- Start Construction (6/10)*
- Complete Construction (1/12)*

* - Dependent upon approval of funding by State Bond Commission

5. QUALIFICATION CRITERIA:

The Commissioning Agent will, at a minimum, meet the following qualifications:

1. Three years' experience as principal Commissioning Agent for at least three projects over 40,000 square feet;
2. Experience in the design and commissioning of the Systems for buildings designed to LEED standards;
3. Five years' experience in the operation and troubleshooting of the Systems noted
4. Knowledge and experience in building operations and maintenance, and have provided O&M training on multiple projects;
5. Experience in energy-efficient systems design and control strategy optimization;
6. Experience in writing commissioning specifications, test procedures and commissioning plans;
7. Firm(s) shall maintain a fully staffed, Connecticut based office and they shall be properly insured and licensed to practice engineering in the State of Connecticut. The project leader must be a Professional Engineer licensed in the State of Connecticut. Lead field and support staff may be non-professional engineers who have experience, skill and technical training in commissioning work for the Systems
8. The project leader must be LEED AP certified;

9. The Commissioning Agent must be an independent contractor, and may not be associated with the architects or engineers of record, nor associated with a construction or construction management firm.
10. Members of the project team must have any and all certifications / licenses required by:
 - the State of Connecticut Building Standard Guidelines for High Performance Buildings as published November 2007 by the Office of Policy and Management;
 - the State of Connecticut, Bureau of School Facilities.

Using the above Qualification Criteria and Evaluation Criteria #2, 3, 4, 5, 7, 8, 9 &10, the CLESBC will compile a "short list" of not more than four firms determined to have submitted the most responsive qualification statement. Only those selected firms will be invited to submit a detailed proposal, including a fee proposal, and to conduct a presentation with their project Team. At that time, the selected firms will have an opportunity to introduce key personnel who will be assigned to the project and fully explain their proposed project approach.

6. EVALUATION CRITERIA: The CLESBC will then evaluate the short listed firms using all of the Evaluation Criteria listed below and select the "most responsible qualified proposer" to perform the work.

- 1) Due consideration of the proposer's pricing for this project
- 2) Experience with work of similar size and scope to that proposed
- 3) Organizational and team structure
- 4) Past performance data, including, but not limited to, adherence to project schedules and proven ability to submit cost-effective suggestions.
- 5) The approach to the work required for the contract
- 6) Interview Performance, interaction of Building Committee members and proposers
- 7) Litigation History
- 8) Current workload
- 9) Recent staff reductions .. identify if current staffing includes those staff that were assigned to the "Qualifying" projects listed above.
- 10) Reference Responses

7. QUALIFICATION STATEMENT FORMAT: Qualification Statements shall include the following information:

1. Letter of Interest –Include a brief history of the firm. Indicate the firm's interest in the project.
2. Detailed information of the projects used to meet the Qualification Criteria listed above, including: a description of the project, scope of services provided, year completed, construction cost and key staff assigned to the project with resumes. Also include the name, title and contact information of the owner's representative and the construction management firm and its project manager for each project.
3. Describe the firm's professional and technical approach to the commissioning of this project:

- Provide a sample commissioning plan for this project, which will describe the structure, schedule and coordination planning, and staffing and schedule recommendations for the commissioning process – from design development to construction to closeout documentation, to post-construction occupancy and warranty period.
 - Submit a sample Systems commissioning checklist, and a functional test description for representative major pieces of equipment.
 - Describe how your project leader and team will interface with and support the Owner, architect / engineer, and construction manager.
 - Describe your status reporting and communication process.
 - Provide a sample of your work from a past project.
4. Current & Future Workload – Please provide information indicating your firm’s current workload and ability to perform the required services. Indicate if there have been any layoffs in the past 6 months.
 5. Litigation History – Include a statement detailing whether your firm is currently in litigation or has been involved in litigation in the past five (5) years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.
 6. Acceptance of General Terms and Conditions , Insurance Requirements and Equal Opportunity Employment Requirements – Include a statement that the firm agrees to comply with all provisions in these three sections of the RFQ document.
 7. Provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts on interest.
 8. Define any deviations from or exceptions to the requirements of this RFP or the overview of work.

Based upon the above information, the CLESBC will select not more than four (4) firms to submit a detailed Technical Proposal and a Fee Proposal. These firms will also have the opportunity to introduce their Project Team and explain their project approach to the CLESBC at a formal interview.

8. GENERAL TERMS AND CONDITIONS

Prospective respondents must be willing to adhere to the terms and conditions of this request, including the following, and must positively state its acceptance and compliance with them in its response to this Request for Qualification and Proposals.

1. Acceptance or Rejection by the CLESBC – Subject to the limitations of Public Act 08-169, The CLESBC and the Town of Seymour reserves the right to accept or reject any or all qualification statements or parts thereof, for any reason, if such action is in the best interest of the Town of Seymour
2. Ownership of Documents – All proposals submitted in response to this RFP are to be the sole property of the CLESBC 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 RFP is to be the sole property of the CLESBC unless stated otherwise in the RFP or contract.
4. Timing and Sequence – Timing and sequence of events resulting from this RFP will ultimately be determined by the CLESBC.
5. Oral Agreements – The CLESBC and the Town will not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee.
6. Amending or Canceling Requests – The CLESBC reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interest of the CLESBC and the Town to do so.
7. Rejection for Default or Misrepresentation – The CLESBC reserves the right to reject the proposal of a respondent that is in default of any prior contract with the Town or for a misrepresentation of facts or recitals.
8. Town’s Clerical Errors in Awards – The CLESBC reserves the right to correct inaccurate awards resulting from its clerical error.
9. Rejection of Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
10. Changes to Proposals - No additions or changes to the original proposal will be allowed after submittal.
11. Contract requirements – The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
12. Withdrawal of Proposal – Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.
13. 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 by any other person, company, or corporation without the prior consent and approval in writing by the Chatfield-Lopresti Elementary School Building Committee.
14. Cost of Preparing Proposal – The Elementary School Building Committee and the Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals 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.
15. Definition of Terms – For the purpose of this proposal, whenever the word “respondent” appears, it shall refer to “commissioning agent” and whenever the word “commissioning agent” appears, it shall refer to “respondent.”
16. Respondents are prohibited from contacting any member of the Building Committee other than co-chairman indicated in Section #1 above.

9. EQUAL OPPORTUNITY EMPLOYMENT

- A. Every Contract made by or on behalf of the Elementary Schools Building Committee and the Town for the design, construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.
- B. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions:
1. The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town. The Contractor also agrees to provide the Town with such information that they may request concerning the employment practices and procedures of the contractor as related to the provisions of this section.
 2. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.
 3. The Contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.
 4. In all contracts between Contractor and any subcontractor or supplier either for work to be performed under a subcontract or the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligation under this contract relative to non-discrimination, and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this contract.
 5. Nothing herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

10. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The Commissioning Agent shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Commissioning Agent's obligations under this contract with an insurance company (ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the CLESBC. The insurer shall provide the CLESBC and the Town with Certificates of Insurance signed by an authorized representative of the insurance company (ies) prior to the performance of this contract describing the coverage and

providing that the insurer shall give the CLESBC and the Town written notice of at least thirty (30) days in advance of any termination, expiration, nonrenewal or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Commissioning Agent's responsibility under this contract. The Commissioning Agent, at the Commissioning Agent's own cost and expense, shall procure and maintain all insurance's required and shall include the CLESBC and the Town as Additional Insured on all contracts, except Workers' Compensation and Professional Errors and Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the Commissioning Agent forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS

(1) Workers' Compensation Insurance

The Commissioning Agent shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of: \$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance

The Commissioning Agent shall carry Commercial General Liability insurance. A per occurrence limit of ***\$1,000,000 combined single limit bodily injury and property damage is required.*** The Aggregate limit will not be less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance

The Commissioning Agent shall carry Business Automobile Liability Insurance. A per occurrence limit of ***\$1,000,000 combined single limit bodily injury and property damage is required.*** "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) Professional Liability Insurance

The Commissioning Agent shall carry Professional Liability Insurance, in the amount of \$1,000,000 per claim/aggregate basis.

C. SUBCONTRACTOR REQUIREMENTS

The Commissioning Agent shall require that any subcontractors and independent contractors hired by the Commissioning Agent carry sufficient amounts of insurance and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work. The Commissioning Agent shall require that the CLESBC and the Town be included as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. The Commissioning Agent and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the CLESBC and the Town, and their offices, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER DATA

The CLESBC reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

11. INDEMNIFICATION

A. The Commissioning Agent shall, at all times, defend, indemnify, protect and save harmless the Seymour Board of Education, the Town of Seymour, the Elementary School Building Committee and their respective officers, agents and employees (collectively, the "Indemnitees") from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person including death, property damage or other damages sustained by any of the Indemnitees, Commissioning Agent, or any other person, party or entity, to the extent any such injuries, damage or damages, are caused or alleged to have been caused in whole or in part by acts, including but not limited to, negligent or other acts, omissions or errors of Commissioning Agent or any of its officers agents representatives, employees or subcontractors. The expenses, covered by the foregoing indemnification shall include those to investigate, defend and settle any claim, judgment or payment of any legal liability. Upon demand of the Indemnitees, the Commissioning Agent shall immediately pay to the Town of Seymour the amount of any expenses incurred by any of the Indemnitees that is covered by the foregoing indemnification. The obligations of the Commissioning Agent under this indemnification shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

END OF REQUEST FOR QUALIFICATIONS