# TOWN OF GLASTONBURY PROFESSIONAL SERVICES PROCUREMENT NOTICE REQUEST FOR QUALIFICATIONS ARCHITECTURAL ON-CALL SUPPORT RPGL- 2009-21

The Town of Glastonbury will be accepting proposals from qualified individuals or firms to provide architectural consulting services for the Town and the Board of Education on an asneeded basis. The basic scope of services includes but is not limited to architectural services related to building inspections, code compliance review and advice, repairs, modifications, and new construction design services, feasibility studies, and cost estimating.

Proposals must be submitted to the Purchasing Agent no later than <u>January 13, 2009 at 11:00</u> <u>AM.</u>

LATE PROPOSALS WILL NOT BE CONSIDERED. COPIES OF THE PROPOSAL ARE AVAILABLE ON THE TOWN'S WEBSITE AT www.glastonbury-ct.gov.

Mary F. Visone Purchasing Agent

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### **Attachments**

- Attachment A Town of Glastonbury Response Page
   Attachment B Statement of Non-Collusion

### **SECTION I – GENERAL INFORMATION**

- The Town of Glastonbury and Board of Education require the assistance of an architectural consultant that can provide services such as building inspections, code compliance review and advice, repairs, modifications, and new construction design services, feasibility studies, and cost estimating.
- Maximum value of any individual assignment will not exceed \$25,000. The services of the Consultant shall be utilized at the sole discretion of the Town as deemed to be in the Town's best interest for a given project; the Town makes no guarantee of the assignments associated with this Request for Qualifications.

#### SECTION II – SCOPE OF CONSULTANT'S SERVICES

- The Consultant shall perform professional services on an as-needed basis at approved hourly rates according to instructions received from the Town. The Consultant's services shall include all basic architectural services.
- If additional services (interior design, structural analysis/design, MEP design, etc.) are required in order to accomplish the basic services outlined in a task order, the Consultant shall obtain and make available to the Town, fee proposals from qualified sub-consultants, acceptable to the Town and, upon the Town's approval, contract for those services. The consultant's mark-up on sub-consultant fee proposals shall be limited to 15%.
- Duration of this contract shall be for two (2) years, with the possibility for extensions, at the Town's option, on an annual basis for an additional three (3) years based on satisfactory performance by the selected Consultant.
- All drawings, reports, data, and other documents prepared by the Consultant according
  to this Agreement shall be submitted to the Town for its review and approval. Resulting
  work products of the Consultant pursuant to this solicitation shall be provided in both
  print and digital format and shall become property of the Town of Glastonbury.
- No such approval shall in any way be construed to relieve the Consultant of responsibility for technical adequacy or operate as a waiver of any of the Town's rights under this Agreement. The Consultant shall remain liable to the Town according to applicable laws and practices for all damages to the Town caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- The Consultant shall conduct regular meetings with the Town and/or Educational Staff representatives, and other appropriate parties, at a location established by the Town to review progress. The Consultant will provide written notes of each meeting to all attending parties before the next meeting.
- The Consultant's services under agreements reached shall be as described above.

### **SECTION III - SUBMISSION OF PROPOSAL**

#### MINIMUM REQUIREMENTS

- Consultant shall be an architectural firm licensed in the State of Connecticut and have, on staff, licensed professional architects for performance of the task orders.
- Consultant shall demonstrate sufficient staff resources, either in-house or through subconsultants that would be available to assist the Town with limited notice.
- Consultant shall have demonstrated experience with similar architectural consulting services within the past five (5) years.

### PROPOSAL INSTRUCTIONS

- By submitting a proposal, you represent that you have thoroughly examined and become familiar with the Scope of Consultant's Services outlined in this RFQ and you are capable of performing the work to achieve the Town's objectives.
- All firms are required to submit an original and seven (7) copies of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked as follows:

SEALED REQUEST FOR QUALIFICATIONS PROFESSIONAL SERVICES PROCUREMENT NOTICE ARCHITECTURAL ON-CALL SUPPORT RPGL- 2009-21 JANUARY 13, 2009 TIME – 11:00 A.M.

- All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
  - 1. Table of Contents to include clear identification of the material provided by section and number.
  - 2. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
  - 3. Name and telephone number of person(s) to be contacted for further information or clarification.

- 4. A background statement including a description of the firm/individual submitting the proposal.
- 5. A list of staff members who would be involved with the project, including their assigned roles and a description of their background and experience.
- 6. List of similar assignments completed over the past five (5) years with the contact name, address and telephone number of the owners' representative in each project. Include any sub-consultants used to perform additional services.
- 7. Overall approach to addressing the needs of the Town and Board of Education for architectural on-call support, including discussion of staff availability and ability to respond to Town requests for assistance in a timely manner.
- 8. A concluding statement as to why the respondent is best qualified to meet the needs of the Town.
- 9. Proposal Response Form (ATTACHMENT A).
- 10. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8<sup>th</sup>, 2003 and effective August 1, 2003. Respondent shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Respondent will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at <a href="www.glastonbury-ct.gov">www.glastonbury-ct.gov</a>. Upon entering the website click on Bids & RFPs, which will bring you to the links for the <a href="Code of Ethics">Code of Ethics</a> and the <a href="Consultant Acknowledgement Form</a>. If the Respondent does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.
- 11. Statement of Non-Collusion (ATTACHMENT B).
- Any technical questions regarding this RFQ shall be made in writing and directed to Herbert L. Schwind, Facilities Director, 2155 Main Street Glastonbury, CT 06033. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588. Responses to the questions shall be in writing to all known firms making proposals.
- Failure to include any of the above-referenced items in the submitted PROPOSAL may be grounds for disqualifying said proposal.

### **EVALUATION CRITERIA**

- The following factors will be considered by the Town when evaluating proposals:
  - Accuracy, overall quality, thoroughness, and responsiveness to the Town's requirements as summarized herein.
  - The qualifications and experience of the firm, the designated account representative, and other key personnel to be assigned to the project.
  - Demonstrated ability to respond to Town requests for assistance in a timely manner.
  - Successful performance of similar work on other accounts.
  - Ability to provide architectural services and possession of expertise in a broad range of building related disciplines.
  - Overall approach to providing the Consultant services requested.

### **SELECTION PROCESS**

- This request for qualifications does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request for qualifications become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the request for qualifications, if it is in the best interests of the Town to do so.
- An Evaluation Committee, appointed by the Town Manager, will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this RFQ.
- Following review and evaluation of proposals, the Town reserves the right to request certain additional information. Based on review and rating of proposals, a short list of respondents will be developed.
- A fee proposal for a specific task order or task orders and a proposed hourly rate fee schedule will be requested of the short-listed firms. A scope of work for the task order(s) will be provided and a visit to the site(s) will be conducted. Upon receipt of fee proposals for the task order(s), interviews may be scheduled with the short-listed firms.
- Additional technical and/or cost information may be requested from any respondent by the evaluation committee prior, during, or after the interviews, if conducted, for clarification purposes, however, responses provided will in no way revise the original

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proposal submitted. Interviews are at the option of the evaluation committee and may or may not be conducted.

- Based on the results of the review of the Statements of Qualifications, task order fee
  proposals, interviews, if conducted, and other provided supplemental information, the
  Town will review the Scope of Services, proposed hourly rate fee schedule, and other
  factors with the top-rated firm(s) and negotiate specific agreement(s) based on these
  discussions. At the Town's option, an agreement may be reached with more than one
  firm.
- The selected respondent(s) will be expected to execute a Consultant Agreement with Town and purchase orders will be issued to perform specific task orders.

### **TIMELINE**

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town, as required.

Publicize RFQ	December 17, 2008
RFQ Due Date	January 13, 2009 @ 11:00 A.M.
Shortlist of Submittals Received	January 16, 2009
Request fee proposal(s) for task order(s) from short-listed firms	January 23, 2009
Site visits for task orders	January 29, 2009
Receive fee proposals	February 10, 2009
Interviews with Top Respondents	TBD (if necessary)
Contract Effective Date	TBD

### Insurance

The bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the bidder and all of its agents, employees, sub-contractors and other providers of services and shall name the Town of Glastonbury and the Board of Education, its employees and agents as an Additional Insured on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. <a href="https://prescription.org/">These requirements</a> shall be clearly stated in the remarks section on the bidders Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Glastonbury. Minimum limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
- Statutory Coverage

- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

### 2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000
   Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

### 3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage:
   Per Accident \$1,000,000

# 4) <u>Architect's Errors and Omissions Liability or Architectural Services</u> Professional Liability Policy

- Provide Architect's Errors and Omissions Liability or Architectural Services Professional Liability Policy for a minimum Limit of Liability \$5,000,000 each occurrence or per claim. The Town of Glastonbury and Board of Education, its employees and agents are Additional Insured for this specific project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this project.
- The Architect agrees to maintain continuous professional liability coverage for the entire duration of this project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the project.

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town of Glastonbury before any work is performed. The Certificate shall specify that the

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Town of Glastonbury shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation.

### Indemnification

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town/Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Consultant's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Consultant, or breach of its obligations herein, any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable, regardless of whether or not it is cause in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Consultant, by any person or organization directly or indirectly employed by Consultant to perform or furnish any of the work, or by anyone for whose acts Consultant may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

# ATTACHMENT A PROPOSAL RESPONSE PAGE



TOWN OF GLASTONBURY					
PROPOSAL		RPGL #	2009-21		
DATE ADVERTISED	12-17-08	DATE / TIME DUE	January 13, 2009 @ 11:00 A.M.		
NAME OF PROPOSAL	ARCHITECTURAL ON-CALL SUPPORT REQUEST FOR QUALIFICATIONS				
CODE OF ETHICS:  I / We have reviewed a copy of the Consultant Acknowledgement is advised that efficient proposal where the response	Form if I /We ar ective August	e selected. Yes 1, 2003, the Town of Glasto	No*  onbury cannot consider		
Type or Print Name of Individua	l	Doing Business as (Tr	ade Name)		
Signature of Individual		Street Address			
Title		City, State, Zip Code	·		
Date		Telephone Number / Fa	ax Number		
E-Mail Address		SS # or TIN#			
(Seal – If proposal is by a Corpora	ation)				
Attest					

# ATTACHMENT B NON-COLLUSION STATEMENT

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date:	
Name of Company:	
Name and Title of Agent:	
By (SIGNATURE):	
Address:	
Telephone Number:	