

**TOWN OF GLASTONBURY
AND
TOWN OF MANCHESTER
PROFESSIONAL SERVICES PROCUREMENT NOTICE
REQUEST FOR QUALIFICATIONS
MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION ON-CALL
CONSULTING SUPPORT
RPGL- 2010-38**

The Town of Glastonbury will be accepting proposals on behalf of the Towns of Glastonbury and Manchester from qualified individuals or firms to provide mechanical, electrical, plumbing, and fire protection (MEP) consulting services for the Towns and the Boards of Education on an as-needed "on-call" basis. The basic scope of services includes but is not limited to MEP services related to building inspections, code compliance review and advice, design services for repairs, modifications, and new construction, feasibility studies, building system evaluations, commissioning and testing and balancing services, DDC controls services, energy efficiency studies, and cost estimating.

Proposals must be submitted to the Purchasing Agent no later than **April 28, 2010 at 11:30 AM.**

LATE PROPOSALS WILL NOT BE CONSIDERED. COPIES OF THE REQUEST FOR 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 Towns and Boards of Education of Glastonbury and Manchester, hereinafter referred to as “the Towns,” require the assistance of a mechanical, electrical, plumbing and fire protection (MEP) consultant(s) that can provide services such as building inspections, code compliance review and advice, design services for repairs, modifications, and new construction, feasibility studies, building system evaluations, commissioning and testing and balancing services, DDC controls services, energy efficiency studies, and cost estimating.
- The objective is, at the conclusion of this selection process, to obtain a small pool of MEP consultants, pre-qualified by the Towns, from which MEP services, similar to and including those listed above, may be ordered.
- Maximum value of any individual assignment will not exceed \$50,000. The services of the Consultant shall be utilized at the sole discretion of the Towns as deemed to be in the Town’s best interest for a given project; the Towns make 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 “on-call” basis at approved hourly rates according to instructions received from the Towns. The Consultant’s services shall include all MEP and fire protection services.
- If additional services (architectural, structural, etc.) are required in order to accomplish the basic services outlined in a project order, the Consultant shall obtain and make available to the Town, fee proposals from qualified sub-consultants, acceptable to the Towns and, upon approval from the respective town, 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 three (3) years, with the possibility for extensions, at the option of the Towns, on an annual basis for an additional two (2) 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 respective 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 respective Town.
- 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 rights of the Towns under this Agreement. The Consultant shall remain liable to the Towns according to applicable laws and practices for all damages to the Towns caused by the Consultant’s negligent performance of any of the services furnished under this Agreement.
- The Consultant shall conduct regular meetings with the respective Town and/or Educational Staff representatives, and other appropriate parties, at a location

established by the respective Town to review progress. The Consultant shall 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 MEP firm licensed in the State of Connecticut and have, on staff, licensed professional engineers for performance of the project orders.
- Consultant shall demonstrate sufficient resources, either in-house or through sub-consultants, available to assist the Towns with limited notice.
- Consultant shall have demonstrated experience with similar MEP consulting services within the past five (5) years.

ADDITIONAL CONSIDERATIONS

The following qualifications of members of the consultant's staff are desirable:

- Leadership in Energy and Environmental Design (LEED) accreditation by the U.S. Green Building Council
- Certified Energy Manager accreditation by the Association of Energy Engineers
- Certified Commissioning Professional accreditation by the Building Commissioning Association

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 objectives of the Towns.
- All firms are required to submit an original and eight (8) 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
MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION ON-CALL
CONSULTING SUPPORT
RPGL- 2010-38
APRIL 28, 2010
TIME – 11:30 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 Towns 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 Towns 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 resume of their background and experience. Include any accreditations (LEED, CCP, CEM, etc.) that may apply.
 6. List of similar assignments, starting with municipal and public education work followed by other clients (state, federal, private, etc.), 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 and describe the level of previous working relationship.
 7. Overall approach to addressing the needs of the Towns for MEP on-call support, including discussion of staff availability and ability to respond to requests of the Towns for assistance in a timely manner.
 8. A concluding statement as to why the respondent is best qualified to meet the needs of the Towns.
 9. General approach to providing the services required by the Towns.
 10. Proposal Response Form (**ATTACHMENT A**).

11. For the Town of Glastonbury: Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 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 www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. 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.
 12. Statement of Non-Collusion (**ATTACHMENT B**).
 13. The Towns are equal opportunity employers and require an affirmative action policy of all contractors and vendors as a condition of doing business with the Towns as per Federal Order 11246.
 14. The Towns are dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
- Any questions regarding this RFQ shall be made in writing and directed to Mary F. Visone, Purchasing Agent, at purchasing@glastonbury-ct.gov. All questions, answers, and /or addenda, as applicable, will be posted on the Town of Glastonbury website at www.glastonbury-ct.gov (upon entering the website click on Bids & RFPs). **It is the respondent's responsibility to check the website for addenda prior to submission of a proposal.**
 - 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 Towns when evaluating proposals:
 - Accuracy, overall quality, thoroughness, and responsiveness to the requirements of the Towns 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 the requests of the Towns for assistance in a timely manner.
- Successful performance of similar work on other accounts including municipal and public education work.
- Ability to provide MEP consulting 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 Towns 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 Towns. The Towns reserve 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 Towns to do so.
- An Evaluation Committee, appointed by the Towns, 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 Towns reserve 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 one or more specific project scope(s) of work will be requested of the short-listed firms. A scope of work for the project(s) will be provided and a visit to the site(s) will be conducted. Upon receipt of fee proposals for the scope(s) of work, 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 to, during, or after the interviews, if conducted, for clarification purposes, however, responses provided will in no way revise the original 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, project scope(s) of work fee proposals, interviews, if conducted, and other provided supplemental information, the Towns 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 option of the Towns, an agreement may be reached with more than one firm. During the term of the agreement(s), the respective Town may solicit fee proposals for work from individual firms or more than one firm, depending on the scope and nature of the work.

- The selected respondent(s) will be expected to execute a Consultant Agreement with each of the respective Towns, as required, and purchase orders will be issued to perform specific work orders.

TIMELINE

The Towns intend to adhere to the schedule listed below as closely as possible, but reserve the right to modify the schedule in the best interest of the Towns, as required.

Publicize RFQ	April 13, 2010
RFQ Due Date	April 28, 2010 @ 11:30 AM
Notify short-listed firms and request fee proposal(s) for project work order(s)	May 11, 2010
Site visits for project work orders	May 19, 2010
Receive fee proposals	May 27, 2010
Interviews with Top Respondents	O/A week of June 7th (as required)
Contract Effective Date	TBD

INSURANCE REQUIREMENTS

Upon award, each Consultant will be required to maintain the following insurance coverage and provide proof of coverage to each of the respective Towns.

The Consultant 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 Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the Towns, their employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance.** Insurance shall be written with insurance 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 Towns. 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) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The Towns, their employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Towns shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.
- The Consultant 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 seven (7) years following the conclusion of the Project.

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

The Consultant shall direct its Insurer to provide a Certificate of Insurance to the respective Town before any work is performed. The Certificate shall specify that the Town 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. The Consultant shall provide the Towns copies of any such insurance policies upon request.

Indemnification

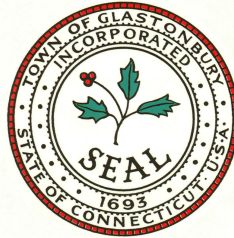
To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Towns and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent 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 or by 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.

As to any and all claims against the Towns 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 or 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 general requirements of the Towns. Insurance requirements with the awarded respondent(s) are subject to final negotiations.

ATTACHMENT A
PROPOSAL RESPONSE PAGE



TOWN OF GLASTONBURY PROPOSAL

DATE ADVERTISED	<u>April 13, 2010</u>	RPGL #	<u>2010-38</u>
		DATE / TIME DUE	<u>April 28, 2010 @ 11:30 A.M.</u>
NAME OF PROPOSAL	<u>MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION ON-CALL CONSULTING SUPPORT REQUEST FOR QUALIFICATIONS</u>		

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes _____ No _____ *

*Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any proposal where the respondent has not agreed to the above statement.

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
E-Mail Address	SS # or TIN#

(Seal – If proposal is by a Corporation)

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: _____