

**SOMERS PUBLIC SCHOOLS**



**Request for Qualifications & Proposals**

for

**DESIGN SERVICES FOR HEATING, VENTILATION, AND AIR CONDITIONING  
(HVAC) SYSTEMS**

**Return Sealed Proposals to:**

**Business Office  
Somers Public Schools  
1 Vision Boulevard  
Somers, CT 06071  
(860) 749-2270**

**Deadline:**

**Monday, June 13th, 2022  
11:00 a.m.**

**LATE PROPOSALS WILL NOT BE CONSIDERED**

Legal Notice

**SOMERS BOARD OF EDUCATION  
REQUEST FOR QUALIFICATIONS PROPOSAL FOR  
DESIGN SERVICES FOR HEATING, VENTILATION, AND AIR CONDITIONING  
(HVAC) SYSTEMS**

The Town of Somers will be accepting written qualifications and price proposals from qualified engineering design firms to provide design services for heating, ventilation, and air conditioning (HVAC) systems for the Somers Public Schools. Interested firms may obtain the complete RFP and related information from the Board of Education website at: [www.somers.k12.ct.us](http://www.somers.k12.ct.us) or via the Town's website at [www.somersct.gov/documents](http://www.somersct.gov/documents).

They may also be obtained in person at the Somers Public School's District Office during the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday.

**Business Office  
Somers Public Schools  
1 Vision Boulevard  
Somers, CT 06071  
(860) 749-2270**

The Somers Board of Education, as the awarding authority, reserves the right to reject any and all bids in full or in part and to waive any informalities in bidding.

## Non-Discrimination Statement

The Somers Public Schools is committed to equal opportunity for all students, applicants and employees. The District does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. In addition, it provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's nondiscrimination policies should be directed to Dina Senecal, Title IX Coordinator, 1 Vision Boulevard, Somers, CT 06071, (860) 749-2270 x2039

## **GENERAL INFORMATION**

### **Introduction**

The Somers Board of Education is seeking qualifications and proposals from qualified and experienced firms to provide engineering/design services, specifications, and construction oversight services for HVAC improvements at the following locations. The intent is for the design to be completed in Summer 2022, with construction to begin during Summer 2023.

Somers Elementary School  
4 Vision Boulevard  
Somers, CT 06071

Mabelle B. Avery Middle School  
1 Vision Boulevard  
Somers, CT 06071

Somers High School  
5 Vision Boulevard  
Somers, CT 06071

### **Key Dates**

RFQ Advertised	Thursday, May 12, 2022
Mandatory Site Visit	Wednesday, May 25, 2022 at 1:00 p.m.
Requests for Information (RFI) due	Wednesday, June 1, 2022, by 11:00 a.m. All questions must be emailed to the Business Manager listed below.
RFI Responses Issued	Tuesday, June 7, 2022 by 4:00 p.m.
Proposal Submission Deadline	Monday, June 13, 2022 by 11:00 a.m.
Interviews	Short-listed firms will be invited to an interview to be scheduled during the week of June 20, 2022
Preliminary Notification of Award	Monday, June 27, 2022
Contract Execution	Week of July 5, 2022

## **DESIGN GUIDELINES**

The majority of construction for this project is expected to occur during the summer months when school is not in session. The Town typically utilizes this period to complete all major projects or other significant maintenance. The engineering firm is to coordinate with the District regarding concurrent construction projects whose work area may overlap with the current project's scope. It is hoped to complete design by early September to allow bidding for Summer 2023 construction.

Designs must be compliant with all applicable local, state, and federal regulations.

### **Scope of Services**

The following scope of work should be considered generalized to provide a rough order of magnitude of work being required as part of this project. The final scope of work will be determined through the Schematic Design & Design Development phase. Certain scopes of work may be required to bid alternates. Bid alternates will be determined based on project cost estimating.

#### **Elementary School**

- Provide a new dedicated outside air system (DOAS) for ventilation of existing Classrooms.
- Provide a new air conditioning system through the use of a variable refrigerant flow (VRF) system for air conditioning of existing Classrooms.
- Replacement of existing RTUs serving administration and other spaces within the building.
- Replace the existing Gymnasium air handling unit with a new unit incorporating air conditioning.
- Replace existing Auditorium air handling unit with new unit incorporating air conditioning.
- Replacement of existing pneumatic controls throughout the building with new direct digital control (DDC) building management system.

#### **Somers High School**

- Provide a new air conditioning system through the use of a variable refrigerant flow (VRF) system for the air conditioning of existing Classrooms.
- Replace existing indoor air handling units and associated condensing units.
- Replace existing heating-only indoor air handling units with new units that incorporate air conditioning and associated cooling equipment.
- Replacement of existing pneumatic controls throughout the building with new direct digital control (DDC) building management system.

#### **Mabelle B. Avery Middle School**

- Replacement of approximately 20 RTU's

The project shall be executed in two (2) phases as follows:

## **1. Design Phase**

The engineering firm shall provide the following deliverables during the Design Phase:

### **A. Schematic Design / Design Development:**

- Visit sites to become familiar and document existing conditions.
- Review existing drawings to determine accuracy.
- Explore funding opportunities, including School Construction Grants and Federal Aid to address COVID-19 air handling concerns.
- Review and refine the scope of work with the owner.
- Prepare basis of design narratives describing the anticipated scope of work to be performed.
- Prepare Design Development level drawings showing the locations of relevant equipment, ductwork, and piping. Include preliminary equipment schedules.
- Prepare Design Development level cost estimating of proposed work.
- Submit drawings and cost estimates to the owner.
- Conduct a review meeting with the owner to review the Design Development drawings and cost estimates.

### **B. Construction Documents:**

- Complete and provide hardcopy and electronic (DWG & PDF) construction drawings (construction & as built).
- Complete bid specifications.
- Provide final CD-level estimate for review prior to bidding.
- Review of final drawings and specifications with the owner.
- Provide 2 copies of close out documents.

### **C. Bidding**

- Assist the owner in the preparation of bidding documents.
- Attend pre-bid walkthrough with prospective contractors.
- Answer pre-bid requests for information (RFI's) and prepare any necessary addenda to supplement the bid documents.
- Attend bid opening and assist the owner in the review of bids, reference checks, and bid award.

## **2. Construction Phase**

- Provide a review of submittals
- Review and approve the contractor's proposed schedule
- Review the schedule of values (SOV) in sufficient detail to support phased billing as the project progresses.

- Conduct periodic Owner, Architect, Contractor (OAC) meetings to review progress, resolve construction issues, and coordinate near-term scope of work
- Review product data for all new components and equipment
- Review all subcontractors and verify their insurance documentation.
- Review and approve a construction schedule. Coordinate with District to avoid interference with school operations.
- Periodic review of work on-site to ensure work is meeting the intent and specifications of the contract documents.
- Review monthly payment requests.
- Coordinate with Town Building Department for any necessary inspections and provide the advance notice required.
- At substantial completion provide a detailed inspection of work performed and generate a “punch list” of work yet to be completed or requires correction. Include all stakeholders in this communication. Review the punch list items for completion before approving the final payment.

## **QUALIFICATIONS AND PROPOSAL REQUIREMENTS**

### **General**

The District requests the submission of qualifications from qualified firms. Each of these submissions is further defined below. The District will review submissions and invite approximately three to five firms for interviews. At the interviews, a fixed price proposal shall be submitted.

### **Site Visit**

A **mandatory** walk-through will take place on Wednesday, May 25, 2022 at 1:00 p.m. starting at the District Office, 1 Vision Boulevard, Somers, CT 06071.

### **Questions**

Requests for Information (RFI's) must be submitted in writing to Stephanie Levin, Business Manager ([stephanie.levin@somers.k12.ct.us](mailto:stephanie.levin@somers.k12.ct.us)) by June 1, 2022 by 11:00 a.m. **Proposers are prohibited from contacting any other Town or District employee, officer, or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.**

All relevant written RFI's will be answered by issuing one or more addenda, which shall be a part of this RFQ and the resulting Contract. Any addenda will be posted on the District and Town websites by June 7, 2022. **Each proposer is responsible for checking the website to determine if any addenda have been issued and, if so, complete its proposal in accordance with the RFQ as modified.**

No oral statement shall be effective to waive, change, or otherwise modify any of the provisions of this RFQ, and no proposer shall rely on any alleged oral statement.

### **Submission Deadline and Format**

All sealed proposals must be CLEARLY MARKED **"DESIGN SERVICES FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEMS"** and must be received by the District by Monday, June 13, 2022 by 11:00 a.m. One (1) original and four (4) copies are to be submitted to the Somers Public Schools, Business Office, 1 Vision Boulevard, Somers, CT 06071. 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.

By submitting a proposal, Respondent represents that they have thoroughly examined



and become familiar with the Scope of Services outlined in this RFP and are capable of performing the work to achieve the District's objectives.

Any information or materials submitted as a response to this RFQ shall become the property of the Town of Somers and will not be returned. Any expense incurred for the submission of this RFQ is the responsibility of the engineering firm submitting, and no expense will be reimbursed by the Town. All submitted materials will be available for public review.

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the District in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

### **Cover Letter**

Submissions shall include a Letter of Introduction on the firm's letterhead explaining the engineering firm's interest in the project and why the engineering firm is the most qualified to design the project. An officer of the company must sign this letter of introduction and intent. Proposers are encouraged to include information pertinent to the projects or selection process that may not be specifically required below.

### **Table of Contents**

This should include clear identification of the material provided by section and number.

### **Qualification Package**

Minimum information to be included:

#### **1. Engineering Firm Overview**

- a. Name of firm and firm's representative and his/her contact information
- b. Location of principal and branch offices that would work on the project.
- c. Length of time in business
- d. Names and verification of current registrations for both Mechanical and Electrical of all Connecticut Professional Engineers that will be stamping the design documents for the project. These Engineers of Record shall be principals or at least senior employees of the firm and shall actively participate in responsible roles in the project.
- e. Copy of State of Connecticut license to perform the work required and involved if required.

- 2. Experience and References.** List similar size and scope projects completed in the last five (5) years and highlight any work completed for a public school in Connecticut or other major municipal building. Experience with school construction grants shall be included. include name and contact information of

Ower and prime consultant (if any). Submission of these projects shall constitute the engineering firm's permission for the District to contact those entities for references.

3. **Capacity of the Firm.** Describe the engineering firm's experience with similar size projects and the available capacity of key staff required to perform the work within the required time frame.
4. **Past Claims or Disputes**
  - a. List any claims, disputes, or arbitration proceedings that have occurred on any school projects that the engineering firm has been involved with in the last five (5) years. Indicate whom they were with and give a status of each even if they are pending.
  - b. List any municipal or school building projects in the last five (5) years in CT for which the engineering firm was removed or chose to leave during the project.
  - c. Information concerning any suits filed, judgments entered, or claims made against engineering firm during the last five (5) years with respect to services provided, or any declaration of default or termination for cause against engineering firm with respect to such services. In addition, state whether during the past five (5) years the engineering firm or any proposed consultant(s) have been suspended from bidding or entering into any contracts.

### **Proposed Project Approach**

Minimum information to be included:

1. **Discussion of Key Milestones.** provide a description of how the engineering firm will accomplish key milestones (including, but not limited to: project kick-off, design development, review, and approval steps).
2. **Schedule.** include a high-level project schedule for key milestones that result in construction starting by Summer 2023.
3. **Staffing.** Identify key staff to be assigned, including lead engineers and managers, with roles and responsibilities. Identify sub-consultants anticipated to be used, their discipline, and their role in the project.
4. **Periodic Progress Meetings.** Describe how the engineering firm proposed to update the District on project progress and next steps.a

### **Exceptions to RFQ Requirements Herein**

Provide a detailed list with explanations of any and all exceptions being made in the proposal.

## **Price Proposal**

If selected for an interview, submission of the attached Schedule B - Price Proposal Form in a separately sealed envelope labeled “**Price Proposal Estimate - DESIGN SERVICES FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEMS**” is required. The **Base scope design service fee estimate** is to be entered on the form and is also to include a separate table indicating the basis (hours, rates, and direct costs) for the cost estimate. Please note that the final scope, schedule, and fee will be negotiated with the selected design firm.

## **PROPOSAL REVIEW AND CONTRACTOR SELECTION PROCESS**

A Selection Committee, appointed by the Superintendent of Schools, will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this RFP. The Selection Committee will forward to the Superintendent of Schools, a recommendation of contract award.

### **A. Selection**

The District will employ a Quality Based Selections (QBS) followed by a base bid process in its review of the responses for compliance with the requirements. The submissions will then be evaluated based on the specifics outlined in this RFQ, including but not limited to the following list, though not necessarily weighted in the order listed below:

#### **Step 1: Screening**

1. Experience with work of similar size and scope with successful outcomes
2. Past performance/ References

#### **Step 2: Interview:**

1. Project schedule and ability to meet timelines
2. Results of interviews with finalist firms
3. Price: Price will be a factor in selection, but the District will not be held to award to the lowest bidder.

The District may narrow the list of Proposers and schedule interviews with the finalists and ask follow-up questions as they deem necessary.

### **B. Award Criteria; Preliminary Selection; Contract Execution**

The District reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The District reserves the right to accept all or any part of a proposal, reject all proposals and waive any informalities or non-material deficiencies in a proposal. The District also reserves the right, if applicable, to award the purchase of individual items under this RFQ to any combination of separate proposals or proposers.

The District will select the firm which is in the best interests of the District; meaning that, in addition to price, due consideration will be given to factors such as the proposer's experience, references, capabilities, past performance, and other relevant criteria. The

District may reject any proposer if, in the sole judgment of the District, the proposer's past performance gives rise to a substantial risk that the proposer may not provide satisfactory performance.

The District generally will not award the proposal to any business or person who is in arrears or in default to the District with regard to any tax, debt, contract, security, or any other obligation.

The District will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the District any obligations. The District is free to withdraw the preliminary award at any time and for any reason. A proposer has rights, and the District has obligations, only if and when a Contract is executed by the District and the proposer.

If the proposer does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the District, the District may call any proposal security provided by the proposer and may enter into discussions with another proposer.

## **REQUIRED CONTRACT TERMS**

### **A. CHRO Compliance**

If applicable, the contractor who is selected to perform this State project must comply with Connecticut General Statute 4a-60, 4a-60g, and 46a-68b through 46a-68f, inclusive as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of Connecticut General Statute 4a-60g. (25% of the work with DAS certified Small and Minority-owned businesses and 25% of that work with DAS certified Minority, Women, and/or Disabled owned businesses.) The contractor must demonstrate a good faith effort to meet the 25% set aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=18 06](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=18 06)

### **B. Prevailing Wages**

If applicable, the successful proposer shall comply with the requirements of Prevailing Wage Rate Laws in accordance with Section 31-53 of the Connecticut General Statutes.

### **C. Insurance Coverage**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Contractor’s and Subcontractor’s Insurance requirements that are a part of this RFQ. The District reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy

### **D. Independent Contractor**

The District and the successful proposer are independent parties. Nothing contained in the Contract shall create or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers' compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

## **F. Defend, Hold Harmless and Indemnification**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers, and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation of the amount or type of successful proposer's insurance. Nothing in this section obligates the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensations acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

## **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the proposer and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Somers and the Board of Education its employees and agents as an Additional Insured** on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent'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-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

### **Worker's Compensation Insurance:**

Statutory Coverage

Employer's Liability

\$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee

A Waiver of Subrogation shall be provided in favor of the Town of Somers and its employees and agents.

### **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 in favor of the Town of Somers and its employees and agents.

### **Automobile Insurance:**

Including all owned, hired, borrowed and non-owned vehicles

Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage:

Per Accident \$1,000,000

A Waiver of Subrogation shall be provided in favor of the Town of Somers and its employees and agents.

### **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 awarded



respondent(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy.

The proposer 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 proposer 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 proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy.

The proposer shall provide the Town copies of any such insurance policies upon request.

The above insurance requirements shall also apply to all Subcontractors and the Contractor shall not allow any Subcontractor to commence work until all Subcontractor's insurance has been so obtained and approved.

**TOWN OF SOMERS, CONNECTICUT**  
**SCHEDULE A - NON-COLLUSION STATEMENT**

**DESIGN SERVICES FOR HEATING, VENTILATION, AND AIR CONDITIONING**  
**(HVAC) SYSTEMS**

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: \_\_\_\_\_

\_\_\_\_\_

**TOWN OF SOMERS, CONNECTICUT  
SCHEDULE B - PRICE PROPOSAL FORM  
(TO BE SUBMITTED IF INVITED INTO AN INTERVIEW)**

**DESIGN SERVICES FOR HEATING, VENTILATION, AND AIR CONDITIONING  
(HVAC) SYSTEMS**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone #: \_\_\_\_\_

Company Email: \_\_\_\_\_

Primary Contact Name and Title: \_\_\_\_\_

Primary Contact Phone #: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Lump base scope design services fee proposal: \$ \_\_\_\_\_

Project manager rate: \$ \_\_\_\_\_ per hour

Licensed engineer rate: \$ \_\_\_\_\_ per hour

CAD operator rate: \$ \_\_\_\_\_ per hour

Other Alternates recommended by bidder, not to exceed: \$ \_\_\_\_\_

(Describe on separate sheet)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title