



REQUEST FOR QUALIFICATIONS / PROPOSALS

for

Materials Testing and Special Inspections Services

For

Oxford Middle School
50 Great Oak Road, Oxford, CT
CT State Project No. 108-0043 N

Issue Date: April 1, 2019

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Pursuant to the terms and conditions of this Request for Qualifications /Proposals, (the "RFQ/P") Oxford Public Schools (the Owner), is seeking qualified respondents to submit qualifications and fee proposals for Materials Testing and Special Inspections Services for the new Oxford Middle School located at 50 Great Oak Road, Oxford, Connecticut (the "Project").

I. INSTRUCTIONS TO BIDDERS

A. Delivery Instructions

Proposals are due no later than **Thursday, April 11, 2019 at 2:00 pm EST**. Proposals received after the prescribed date and time will not be considered and will be returned to the bidder unopened. Neither faxed or emailed proposals will be accepted.

Bidders are required to mail or hand deliver three (3) hard copies and one (1) electronic copy (on USB Drive) in PDF format, in a sealed envelope clearly labeled;

Materials Testing and Special Inspections Proposal
For Oxford Middle School
CT State Project #108-0043 N
Office of the First Selectman
486 Oxford Road
Oxford, CT 06478

Questions concerning this RFQ/P may be directed via email to Karen DePersia, Construction Solutions Group, at karend@csgroup-llc.com, until 5:00 pm Friday, April 5, 2019. Responses will be posted in the form of an addendum to the CT DAS website and the Town of Oxford website.

B. Selection Timeline

RFQ/P Issue Date:	Monday, April 1, 2019
RFIs / Questions Due:	Friday, April 5, 2019 5:00 pm EST
Proposals Due:	Thursday, April 11, 2019 2:00 pm EST
Anticipated Contract Award:	April 2019

II. PROJECT DESCRIPTION

The Project includes the new construction of an 82,000 square foot public middle school for 488 students in grades six through eight. The total project budget is \$44,900,000. The new construction GMP is 37,500,000. The new school will be located on a 39-acre Town-owned property between an existing elementary school and the existing middle school which will be renovated in the future. The new facility will consist of three levels housing classrooms, administrative areas, a gymnasium, cafetorium with a full kitchen and central atrium space.

This project will NOT seek LEED certification however, work must be in compliance with current CT High Performance Building Standards.

Construction is scheduled to begin June 1, 2019, and must be complete August 2020 before the start of the 2020-2021 school year. See attached project schedule.

III. SCOPE OF WORK

A. Scope of Work

The Scope of Work to be performed by the Subcontractor, includes the furnishing of all labor, materials, equipment, tools, transportation, supervision, appurtenances and services required to diligently perform all work in connection with the referenced project to the satisfaction of the architect, engineer consultants, construction manager and Owner, in accordance with the Contract Documents and as outlined in the Bid Form.

B. Special Instructions

1. The term "The Subcontractor" for this Scope of Work means "The Testing and Inspections Agency", terms are synonymous.

2. The Subcontractor is responsible to provide "on-call" materials testing and inspection services to be billed on a unit cost basis in accordance with this Scope of Work and the Unit Price Schedule found on the Bid Form.

3. The Subcontractor is responsible to review all project drawing and specification documents and confirm with Construction Manager's on-site personnel that the correct and updated information and documents are being used to perform and coordinate all the necessary submittal review, testing and inspection services required for full compliance with the Contract Documents.

4. The Subcontractor is responsible to comply with all local and State building codes, as well as adhere to all OSHA requirements for the duration of the project.

5. The Subcontractor is responsible to pay close attention to provide the necessary inspections, in accordance with all testing and inspection requirements included in ALL Specification Sections and the Statement of Special Inspections included in the RFP document.

6. The Subcontractor is responsible for all materials testing and inspections required whether identified or not in the Contract Documents in order to provide fully compliant building systems and components.

7. The Subcontractor will be expected to periodically attend Owner and/or on-site meetings, as required. For bidding purposes, a total of four (4) meetings should be budgeted.

8. The subcontractor will be responsible for retesting and/or additional means and methods for failures resulting from improperly coordinated pick-up and transportation.

9. All administrative costs and travel expenses are to be included in the unit prices. This includes all testing pickup costs.

10. The Subcontractor will be expected to conduct off-site inspections as necessary within the State of Connecticut (structural steel fabrications, etc.). There will be no additional per diem or travel charge allowed for this expense. Travel expenses will be reimbursable only for out of State Inspections, if required.

11. Geotechnical engineering and special inspection services will be performed by others and are not part of this proposal.

12. All formal inspection reports will be provided via e-mail or fax to the designated project team within 72 hours of inspection or receipt of test results.

IV. PROPOSAL FORMAT

A. Cover Letter

Submit a letter of interest outlining your company's commitment to the project and ability to meet or exceed expectations. Include a brief history, years in business, personnel experience and availability, and any compelling information that distinguishes your company from your competitors.

B. Project Experience

Identify at least five (5) projects of similar size and scope to the referenced project that your company has successfully provided Materials Testing Services for in the last five years.

C. Team Experience

Identify key personnel in your company who will have a leadership/supervisory role in this project from start to finish. Include resumes, applicable licenses and NVLAP accreditations.

D. References

Provide at least three (3) professional references and contact information.

V. SELECTION PROCESS

Proposals will be evaluated by a selection committee. Proposals will be evaluated based upon, but not limited to, general qualifications and similar experience of the bidder, qualifications of the specific team assigned to the project, references, additional compelling information provided, and the competitive fee proposal.

The Owner reserves the right to waive technical defects in proposals, to reject any and all proposals, in whole or in part, to negotiate with bidders and to make awards, in whole or in part, including accepting a proposal, although not the lowest proposal, that in its sole and absolute judgement, will be in the best interest of the Owner. All bidders will be notified of the decision in writing.

VI. GENERAL TERMS AND CONDITIONS

- A. The Owner will not be held responsible for any costs incurred by the proposer for work performed in the preparation of a proposal or for any work performed prior to the issuance of a contract.
- B. All submitted proposals become the sole property of the Owner.
- C. The Owner reserves the right to accept or reject any proposal submitted for consideration if it is deemed to be in the Owner's best interest.

- D. This RFQ/P is not an offer to contract. Acceptance of a proposal neither commits the Owner to award a contract, even if all requirements in this RFQ/P are met, nor limits its right to negotiate in the best interest of the Owner. The Owner reserves the right to contract with any contractor.
- E. Amendments to this RFQ/P may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.
- F. Any alleged oral agreement or arrangement made by a respondent with any agency or employee will be superseded by the written agreement.
- G. The Owner reserves the right to correct inaccurate awards resulting from its clerical errors.
- H. The Owner reserves the right to reject the proposal of a respondent that is default of any prior contract, or for misrepresentation.
- I. The selected contractor awarded the project will be expected to begin work immediately. All contractors submitting proposals will be notified of the Owner's decision in writing.
- J. The financial data quoted in this proposal will remain in effect for one hundred twenty (120) days.
- K. Proposers submitting proposals to this RFQ/P may not utilize the service of subcontractors without the prior written approval of the Owner.
- L. The selected contractor shall work as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications and other approvals and insurance that may be required by the Town of Oxford, State of Connecticut or Federal Agency. Failure to comply with any of these items would be grounds for immediate contract termination.
- M. Performance under any contract resulting from this RFQ/P may be terminated at any time by the Owner if it is deemed to be in its best interest to do so.
- N. Prior to submitting the proposal, the proposer is responsible to bring to the Owner's attention any ambiguity in this RFP. Failure to do so shall result in the proposer forfeiting any claim for adjustment based on such ambiguity should a contract be awarded.

VII. INSURANCE REQUIREMENTS

For purpose of this Exhibit, the term "Consultant" shall also include their respective agents, representatives, employees, contractors of any tier; and the term "Owner" (hereinafter called the "Owner") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

A. Indemnification

1. To the fullest extent permitted by law, the Consultant shall release, defend, indemnify, and hold harmless Goodwin College, 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 Goodwin College or the Consultant, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Consultant, 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.

2. To the fullest extent permitted by law, the Consultant shall release, defend, indemnify, and hold harmless Goodwin College, 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 Consultant, 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, Goodwin College, or their respective agencies.
3. This duty to indemnify shall not be constrained or affected by the Consultant's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Consultant's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

B. Insurance

1. Insurance Requirements

- A. The Consultant 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.
- B. Consultant'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 Owner.
- C. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of Oxford, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an 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.
- D. When the Owner or the Consultant is damaged by failure of the Consultant to purchase or maintain insurance required under this section, the Consultant shall bear all reasonable costs

including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

2. Required Insurance Coverages:

- A. 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.
- B. 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.
- C. 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 Consultant 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.
- D. 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 the insured items.
- E. Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
- F. 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.
The Consultant 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 Consultant agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Owner from all suits, claims, and actions arising from personal injuries to the Consultant, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Consultant failed, neglected, refused or is unable to obtain Workers' Compensation insurance.
- G. Personal Property:** All personal property of the Consultant is the sole risk of the Consultant. The Consultant agrees to indemnify, defend and hold harmless the Owner from any and all losses or damages, however caused, to any and all personal property belonging to the Consultant.
- H. Additional Terms**
- 1. Minimum Scope and Limits:** The Consultant'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 Owner shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Owner of insurance submitted by the Consultant does not relieve or decrease in any manner the liability of the Consultant arising out of or in connection with this Contract. The Consultant is responsible for any losses, claims and costs of any kind which exceed the Consultant'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 Consultant that arises from the Contract.

2. Certificates of Insurance: The Consultant shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Owner confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Consultant agrees to furnish complete copies of the required policies.
3. Subcontractors: Consultant shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Consultant 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 Consultant.
5. Occurrence Form, Primary and Non-Contributory: 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 non-contributory with respect to any other insurance or self-insurance maintained by or available to the Owner.
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 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 Consultant and Consultant's insurers shall waive their rights of recovery or subrogation against the Owner.
8. Claim Reporting: Any failure of the Consultant to comply with the claim reporting provisions of the required insurance policies shall not relieve the Consultant of any liability or indemnification in favor of the Owner for losses which otherwise would have been covered by said policies.

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

END OF INSURANCE REQUIREMENTS

Bid Form

Bidder: _____

Date: _____

Unit Prices	Unit	Estimated Quantity	Unit Price	Extension
<u>Soils</u>				
Sieve and Gradation Analysis	/ each			
Proctor Analysis	/ each			
Field Observation to Include Unlimited Density Testing	/ hour			
Field Observation to Include Unlimited Density Testing	/ half day			
Field Observation to Include Unlimited Density Testing	/ full day			
<u>Concrete</u>				
Test Cylinders	/ set of 4			
Field Inspection of Concrete Placement to Include Unlimited Slump Tests	/ hour			
Field Inspection of Concrete Placement to Include Unlimited Slump Tests	/ half day			
Field Inspection of Concrete Placement to Include Unlimited Slump Tests	/ full day			
Reinforcing Steel Inspection	/ hour			
Reinforcing Steel Inspection	/ half day			
Reinforcing Steel Inspection	/ full day			
Combined Concrete and Reinforcing Steel Inspections	/ hour			
Combined Concrete and Reinforcing Steel Inspections	/ half day			
Combined Concrete and Reinforcing Steel Inspections	/ full day			
Batch Plant Inspections	/ half day			
Batch Plant Inspections	/ full day			
<u>Combined Inspection</u>				
Combined Soils, Concrete and Reinforcing Steel Field Inspection	/ hour			
Combined Soils, Concrete and Reinforcing Steel Field Inspection	/ half day			

Unit Prices	Unit	Estimated Quantity	Unit Price	Extension
Combined Soils, Concrete and Reinforcing Steel Field Inspection	/ full day			
<u>Masonry</u>				
Compressive Strength	/set of 12 cubes			
Field Inspection	/ hour			
Field Inspection	/ half day			
Field Inspection	/ full day			
<u>Structural Steel</u>				
Plant Inspection	/ half day			
Plant Inspection	/ full day			
Field Inspection (Visual)	/ hour			
Field Inspection (Visual)	/ half day			
Field Inspection (Visual)	/ full day			
Field Inspection (X-ray Welds)	/ hour			
Field Inspection (X-ray Welds)	/ half day			
Field Inspection (X-ray Welds)	/ full day			
<u>Asphalt</u>				
Observation and unlimited density testing	/ half day			
<u>Cold Formed Steel Framing</u>				
Field Inspection	/ hour			
Field Inspection	/ half day			
Field Inspection	/ full day			
<u>Fire Penetration</u>				
Fire penetration sealant	/ half day			
Fire penetration sealant	/ full day			
Perimeter fire caulking	/ half day			
Perimeter fire caulking	/ full day			
<u>Special Inspections</u>				
Special Inspections	/ half day			
Special Inspections	/ full day			

