

Tracy Youngberg, Ed.D

Acting Superintendent



Patricia Garcia, Ph.D.



Superintendent of Schools

355 High Street Unit B

Willimantic, CT 06226

(860) 465-2310 Fax (860) 465-2311

pgarcia@windham.k12.ct.us



Dawn Thomacos

Director of Facilities



860-465-2335 (fax 860-465-2337)

dthomacos@windham.k12.ct.us

**Every student, every day,
in every classroom!**

REQUEST FOR PROPOSALS/QUALIFICATIONS
ARCHITECTURAL/ ENGINEERING FIRMS

**Windham Public Schools Underground Storage Tank Replacement and
Removal**

Submissions will be received until 2:00 PM on March 11, 2020.
The Town of Windham reserves the right to award the project to the firm in the
Town's opinion its best interests will be served.

There will be a mandatory site walk on February 20, 2020 at 2:00 PM.

Submit proposal to:

Town Managers Office

979 Main Street

Willimantic, CT. 06226

Attn: Dawn Thomacos

Windham Public Schools Underground Storage Tank Replacement and Removal

The Town of Windham also reserves the right to accept or reject any or all
submissions. Qualifications received after the deadline will not be considered.

The Town of Windham is an equal opportunity and affirmative action employer.

Underground Storage Tank Replacement and Removal Professional Services RFQ

The Town of Windham is soliciting proposals from firms to prepare plans, specifications and perform construction administration for the for the removal and replacement of underground fuel oil tanks at North Windham School (112 Jordan Lane) and Windham Center School (45 North Rd Route 14) and the removal of an underground fuel oil tank at Natchaug School (123 Jackson St.), and the removal of an underground fuel oil tank and underground propane tank at Sweeney School (60 Oak Hill Dr.) Willimantic, Connecticut 06226. The successful contractor must complete the bid specification portion of the project by **March 11, 2020**.

I. REQUEST FOR QUALIFICATIONS – SUBMISSION PROCESS

- A. **Sealed** Request for Qualifications will be received at the Town Managers Office, 979 Main Street Willimantic, CT. 06226, no later than **2:00 PM on March 11, 2020**. **All Request for Qualifications will be opened at 2:00 PM at the above address.** Any Request for Qualifications received after the time stated, regardless of the reason, shall not be accepted.
- B. Request for Qualifications documents may be obtained by emailing dthomacos@windham.k12.ct.us or by calling 860-465-2336.

II. SPECIFIC INSTRUCTIONS

- A. Scope of services
This work will include the planning, design, preparation of the contract documents, construction administration and inspection for the removal and replacement of the Underground Storage Tanks. These documents will be used to bid the work. All construction work must be completed by August 12, 2020. Replacement of these tanks should take the following items into consideration.
- ❖ Inclusion of all Underground Storage Tank facility users to ensure continuous fueling/oil services and end product satisfaction.
 - ❖ Manage work to ensure completed within the project budget and evaluation of cost saving measures.
 - ❖ Execute work to ensure replacement is completed within dates required by State of Connecticut.
1. Provide design service for the removal and replacement of underground fuel oil tanks at:
 - North Windham Elementary School, 112 Jordan Lane, North Windham CT. (5930 gal. tank)
 - Windham Center Elementary School, 45 North Road, Route 14, Windham Center, CT. (5000 gal. tank)
 2. Provide design service for the removal of an underground fuel oil tank at:
 - Natchaug Elementary School, 123 Jackson Street, Willimantic CT. (5000 gal. tank)
 3. Provide design service for the removal of an underground fuel oil tank and an underground propane tank at:
 - Sweeney Elementary School, 60 Oak Hill Drive, Willimantic, CT (5000 gal. tank)

II. SPECIFIC INSTRUCTIONS (Continued)

4. The design service will include the following:
 1. Meet with the facility director to verify the scope of work to be completed
 2. Develop schematic design options.
 3. Proposal shall include the services of an industrial hygienist.
 4. Develop basis of design drawings and specifications to identify the operational requirements of the systems and required approvals.
 5. Plans and specifications will be developed, coordinated, checked for compliance with federal, state, local regulations and presented for final approval.
 6. Assist the Town with the project applications to the State Office of School Construction Grants and Reviews for possible reimbursements.
 7. Prepare complete bidding documents (Plans and specifications) for submittal to Windham Building Official, Fire Marshal, Building Committee, Board of Education, Health Department, and State Agencies.
 8. Prepare all required applications, forms, cost estimates for submittal to the State of Connecticut Department of Administrative Services, (OSCGR).
 9. Will assist with bidding and contract review.
 10. Once this project starts, site visits and meetings will be included to monitor construction progress and compliance with the Request for Qualifications documents.
 11. Work closely with the Building Committee. Attend meetings of the committee during design and construction.
 12. Attend PCR meetings, respond to any questions from (OSCGR), and revise drawings/plans as required.
 13. Provide one set of reproducible bidding documents and PDF's to the Owner for bidding. The Owner will place project out to bid.
 14. Respond to contractor questions and prepare any necessary addenda.
 15. Attend a pre bid meeting at the site
 16. Review bids, contractor qualifications and recommend award to a firm.
 17. Attend preconstruction conference and during construction attend weekly job site meetings
 18. Conduct periodic inspections as well as punch list and final inspections.
 19. Review shop drawings, contractor pay estimates and prepare applications for reimbursement.
 20. Prepare change orders.
 21. Prepare close out documents for OSCGR review and use.
 22. Hazardous material and CA services, if required, will be contracted by the Town or by change order.

Consultant will be responsible for preparation of necessary correspondence and/or reports to various agencies, obtaining required permits, investigation of existing site conditions. There is no known leakage of any material from any of the sites at this time.

Consultant shall provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- ❖ An implementation plan that describes in detail the methods, including controls by which your firm or entity manages projects of the type sought by this RFQ.
- ❖ Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan.

The Consultant shall be expected to all of the meetings which need to be conducted with the Building Committee, OSCGR, within Town Offices, on-site, or elsewhere.

5. Project Deliverables

1. Schematic design with budget estimates to support determination of according to the Office of School Facilities Eligibility Criteria

2. Construction Drawings, specifications, and any associated technical data (calculations, suggested manufacturers' products, photographs, etc.) complete and ready for bidding.
3. Present project drawings, specifications, and any associated technical data to the Office of School Construction Grants and Review (OSCGR) for reimbursement for approval prior to project bidding
4. Detailed project cost estimate
5. Prepare proposed schedule for project execution in the project specifications.

III. GENERAL INSTRUCTIONS

Request for Qualifications submitted to the Town of Windham for Design Service shall be in accordance with the following instructions and requirements, which are part of the Request for Qualifications documents for this project.

- A. Addenda - The Town of Windham reserves the right to issue addenda prior to the opening of the Request for Qualifications. Any addenda issued prior to Request for Qualifications time shall be considered a part of the Request for Qualifications documents.
- B. Request for Qualifications Envelopes - Request for Qualifications envelopes must clearly indicate the name of the Request for Qualifications as well as the date and time of the opening of the Request for Qualifications. The name and address of the Proposer should appear in the upper left hand corner of the sealed envelope. Telephone, facsimile or emailed Request for Qualifications will not be accepted.
- C. By submitting a Request for Qualifications, the Proposer is acknowledging that it has reviewed all requirements of this Request for Qualifications, including the scope of the work and all local conditions and requirements and holds harmless the Windham Board of Education from making claim(s) for any additional work or materials beyond its submittal fee.
- D. Proposers shall thoroughly examine and be familiar with the specifications. The failure or omission of any Proposer to receive or examine any form, instrument, Addendum or other documents, shall in no way relieve any Proposer from any obligation with respect to his Request for Qualifications or any resulting purchase order. The Proposer is responsible for all field measurements and must become familiar with the site in order to submit a responsible Request for Qualifications.
- E. Clarifications / Interpretation - Should any prospective Proposer desire clarification or interpretation of any item in the specifications; such request must be made in writing to the Windham Board of Education Director of Facilities, (dthomacos@windham.k12.ct.us). It shall be the responsibility of all interested firms to check the website for addenda prior to submitting a response to this request. **THE TOWN WILL NOT MAIL A SEPARATE HARD COPY OF ADDENDUM TO BIDDERS.** No addenda shall be issued less than 2 calendar days before the due date unless it is to postpone the due date. The Town of Windham will not be held responsible for and hereby disclaims any alleged oral instructions of contract interpretations given to vendor.
- F. Forms - Each Request for Qualifications shall give the full business address of the Proposer and must be signed by the Proposer or Proposer's authorized representative with his or her usual signature. Request for Qualifications by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Request for Qualifications by corporations must be signed with the legal name of the Corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. A Proposer's failure to properly sign required forms may result in rejection of the Request for Qualifications. All Request for Qualifications must include the Proposer's contractor license number(s) and expiration date(s).
- G. Request for Qualification Withdrawal - No Request for Qualification may be withdrawn for a period of sixty (60) days after the date set for the opening of Request for Qualifications. The District reserves the right to

reject any and all Request for Qualifications and to waive any informalities irregularities in the Request for Qualifications.

H. Evaluation Criteria

Firms interested in being considered for this project shall clearly demonstrate that they meet the following qualification criteria of:

1. Licensed to perform architecture services in Connecticut
2. Designed a minimum of at least five relevant Connecticut public school roof replacement projects conducted within the past five years including project name, description, project cost, contractor and owner representative contact information.
3. Recent experience with work of similar size and scope
4. Demonstrated successful experience with OSCGR process
5. Organizational and team structure
6. Past performance data including, but not limited to:
 - adherence to project budgets
 - number and cost of change orders
7. Project Management
8. Contract Oversight Capabilities

Selection / Evaluation Criteria

Proposals will be evaluated and ranked by the following criteria:

- | | |
|---|-----------|
| a. Firm Qualifications/Previous Experience | 20 Points |
| b. Knowledge of Design Codes | 20 Points |
| c. Project Management/Cost Controls/Time Schedule | 20 Points |
| d. Contract Oversight Capabilities | 10 Points |
| e. Quality of Presentation | 10 Points |
| f. Fee Proposal | 20 Points |

The selected firm shall have errors and emission liability in the amount of \$2,000,000. No limitation of liability will be accepted.

I. PROJECT SCHEDULE

Time is of the essence. The selected firm must have the resources available to complete design with an expedited time schedule for construction in the Summer of 2020.

J. DIRECTIONS FOR WRITTEN SUBMISSION

Firms shall submit three (3) copies of their proposals, including Letter of Intent, Related Experience, Staffing, Resumes, Company Profile, and Fee Proposal.

Fees shall be broken out as follows:

Schematic Design	LUMP SUM plus reimbursables for testing
Construction Documents	LUMP SUM
Bidding Services:	LUMP SUM
Construction Administration Services:	LUMP SUM

The Owner will NOT reimburse for transportation, printing, telephone, etc. ONLY SUBCONTRACTED HAZARDOUS MATERIAL TESTING

K. SELECTION PROCESS

It is the Town's intent to interview several firms and to select the firm that the Town believes its best interests will be served. Please note cost will be an item of consideration however it is the Town's intent to hire the best firm at a responsible fee to perform the design.

Interviews are anticipated to be held on March 24, 2020 beginning at 5:30 pm

L. QUESTIONS AND ADDENDA

All questions regarding the submissions shall also be directed to Dawn Thomacos, Windham Schools Facilities Director at dThomacos@windham.k12.ct.us Town of Windham. Questions must be received no later than March 2, 2020 @ 12:00 PM.. Answers to these questions, if warranted, shall be issued on the DAS website as indicated below.

It shall be the responsibility of all interested firms to check the website for addenda prior to submitting a response to this request. THE TOWN WILL NOT MAIL A SEPARATE HARD COPY OF ADDENDUM TO BIDDERS. No addenda shall be issued less than 2 calendar days before the due date unless it is to postpone the due date.

- M. Taxes - The Town of Windham is exempt from the payment of excise, transportation and sales taxes imposed, pursuant to Section 12-412 of the Connecticut General Statutes, Federal Government and/or the State. Such taxes must not be included in Request for Qualifications prices.
- N. Assignment – The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the Town of Windham and no such consent shall be given which would relieve the Contractor of their responsibilities under the Contract.
- O. Coordination with Other Contracts – The Town of Windham reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the Windham Board of Education's staff.
- P. Fingerprinting – It is the Windham Board of Education's responsibility to determine whether a contractor must provide fingerprint certification(s). Factors to be considered may include the length of time the contractor's employees are on school grounds, whether students are in proximity to the location where the contractor's employees are working and whether the contractor's employees are working alone or with others.
- Q. Licenses – Contractor, and its subcontractors, if any, shall at all times possess all appropriate and required licenses. Upon request, contractor shall furnish evidence demonstrating possession of the required licenses or permits.
- R. Permits – Successful contractor is responsible for all Building Permits, etc. Any installation shall be in accordance with all applicable building and fire codes and industrial standards.
- S. Safety – The contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work.
- T. Payment – Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for performing and completing, in accordance with the specifications, all work required under the item or under the Contract. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified. Charges against a Contractor shall be deducted from current obligations. Money paid to the Town of Windham by the

Contractor shall be payable to the Town of Windham.

- U. Indemnification - The Selected Proposer must indemnify the Owner and hold it harmless from any loss which the Owner may sustain for any cause arising out of the performance of the contract in a form prescribed by the Owner.
- V. Debris Removal / If applicable – The Proposer shall provide for the removal of all debris from work site, which will be kept in storage container(s) provided by the Proposer and in a neat and orderly manner throughout the project term when applicable.
- W. Fire Codes and Industrial Standards - Installation shall be in accordance with all applicable building and fire codes and industrial standards. Said work shall be subject to inspection and acceptance by local authorities prior to acceptance and final payment.
- X. Field Measurements - Proposer is responsible for all field measurements and must become familiar with the site in order to submit a responsible Request for Qualifications.
- Y. Warranty - All products and work shall be warranted for a minimum period of one year unless a longer period is stated in the contract documents. For non-construction projects, any applicable product or service warranty must be submitted with the Request for Qualifications. All such warranties shall inure to the benefit of the Owner.

IV. INSURANCE REQUIREMENTS

- A. No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage and Windham Board of Education and the Town of Windham are named as additional insureds on said policy. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. As a condition of performing work as a vendor/contractor, the Contractor must provide the District and its agents with satisfactory evidence of insurance coverage as follows:
 - 1. Workers Compensation and Employer's Liability Insurance covering the Contractor's statutory obligations in the State of Connecticut.
 - 2. All policies should also include a Waiver of Subrogation.
 - 3. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-"VIII. In addition, all Carriers are subject to approval by the Town of Windham.
 - 4. Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage for the Contractor's operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual and products-completed operations with limits as liability as follows:
 - a. If the Contractor's policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:

General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Professional Liability	Each Claim or Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000

Umbrella	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and	WC Statutory Limits	
Employers' Liability	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to The Town of Windham and the Windham Board of Ed prior to contract issuance. Engineer/Architect agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days' written notice must be given to the Town of Windham and the Windham Board of Ed.

In the event that during the policy period, an underground storage tank is scheduled to be voluntarily upgraded, removed or replaced, then as a condition precedent for coverage, under this policy, at least ten (10) days prior to such upgrade, removal or replacement the insured must provide us with written notice of the upgrade, removal or replacement.

TOWN OF WINDHAM
Underground Storage Tank Replacement and Removal Professional Services RFQ

REFERENCES

Submit a minimum of three (3) non-vendor owned customer references.

1.	Company Name	_____			
	Business Address	_____			
		Street Address	City	State	Zip Code
	Name of Contact	_____		Title of Contact	_____
	Telephone Number	_____		Email Address	_____
	Description of Service	_____			

	Date of Work	_____			
2.	Company Name	_____			
	Business Address	_____			
		Street Address	City	State	Zip Code
	Name of Contact	_____		Title of Contact	_____
	Telephone Number	_____		Email Address	_____
	Description of Service	_____			

	Date of Work	_____			
3.	Company Name	_____			
	Business Address	_____			
		Street Address	City	State	Zip Code
	Name of Contact	_____		Title of Contact	_____
	Telephone Number	_____		Email Address	_____
	Description of Service	_____			

	Date of Work	_____			

TOWN OF WINDHAM

Underground Storage Tank Replacement and Removal Professional Services RFQ

NOTICE TO CONTRACTORS

The Town of Windham, Connecticut, is an Equal Opportunity Employer. The Town has made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State statutes and Executive Orders pertaining to nondiscrimination.

In order for the Contractor to be placed on the Town's acceptable Contractors List and thereby be eligible for consideration as a source for goods and services, the Contractor must complete the below Affirmative Action Policy.

AFFIRMATIVE ACTION POLICY

It is the employment policy of _____ (this "Firm") that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age, in the hiring, upgrading, demotion, recruitment, termination, and selection for training.

In addition, this Firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Company: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

TOWN OF WINDHAM

Underground Storage Tank Replacement and Removal Professional Services RFQ

NON-COLLUSIVE REQUEST FOR QUALIFICATIONS STATEMENT

All contractors are required to sign a Non-Collusive Statement with all public Request for Qualifications as follows:

The Request for Qualifications has been arrived at by the contractor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the Advertisement for Request for Qualifications, designed to limit independent Request for Qualifications or competition, and

The contents of the Request for qualifications have not been communicated by the contractor or its employees or agents to any person not an employee or agent of the contractor or its surety on any bond furnished with the Request for Qualifications, and will not be communicated to any such person prior to the official opening of the Request for Qualifications.

Company: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

INDEMNIFICATION AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Town of Windham, CT, the Windham Public Schools, its employees, agents and servants, from any liability, claim, expense, cause of action, loss or damage whatsoever, for any injury, including death to any person or property; whether covered by insurance or not, unless such injury or damage is caused by the sole negligence of the Town of Windham, its agents or servants. The Town of Windham shall be held harmless specifically for attorney's fees and the Contractor is expressly obligated to defend any and all claims that shall arise through this contract.

Company: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____