

REQUEST FOR QUALIFICATIONS

FOR

**ARCHITECTURAL
AND
ENGINEERING SERVICES**

FOR THE

**CLARK MEMORIAL LIBRARY
ENERGY EFFICIENCY PROJECT**

FOR THE

BETHANY LIBRARY ASSOCIATION

**538 Amity Road
Bethany, CT 06524**

**Donald W. Smith, Jr., P.E.
CONSULTING ENGINEER
56 Greenwood Circle
Seymour, CT 06483**

TABLE OF CONTENTS	PAGE #
1. Invitation to Submit Qualifications	2
2. Basic Intent of the Project	2
3. Project Schedule	2
4. Qualification Statement Format	3
5. Evaluation Criteria	3
6. Selection and Contract Form	4
7. General Terms and Conditions	4
8. Equal Opportunity Employment	5
9. Insurance Requirements	6
10. Indemnification	7

1. INVITATION TO SUBMIT QUALIFICATIONS

The Bethany Library Association (BLA) is seeking to engage an Architectural /Engineering Consulting team to provide architectural design and mechanical & electrical engineering services associated with the preparation of plans, specifications and bidding documents for energy efficiency improvements at the Clark Memorial Library in Bethany, CT.

In order to be considered for this assignment, eight (8) bound copies and one (1) electronic copy (on a compact disc) of the Qualification Statement shall be delivered to:

Board of Directors
Bethany Library Association
538 Amity Road
Bethany, CT 05243

No later than 4:00 PM, December 14, 2016.

All questions regarding this Request for Qualifications shall be submitted, in writing, to Donald W. Smith, Jr., P.E. via email at: dwsjrpe@sbcglobal.net no later than December 9, 2016.

The Bethany Library Association reserves the right to accept or reject any or all qualification statements or parts thereof, for any reason, if such action is in the best interest of the Bethany Library Association.

2. BASIC INTENT OF THE PROJECT

The purpose of this project is to provide: 1) Energy Efficiency Improvements (i.e. window replacement), 2) Building Envelope Repairs (i.e. insulation) 3) New building management systems and 4) Replacement mechanical systems using CPACE funding thru the CT Greenbank.

The following is a list of anticipated work to be completed:

- Evaluate potential of renewable energy sources
- Replace failed thermopane windows
- Replace boiler and two ground mounted roof top units with electric heat coils, evaluate alternative fuel sources
- Provide a web-based building management system
- Identify and correct exterior envelope defects (i.e. missing insulation, infiltration, etc.)
- Consider installation of a radiant floor heating system in children's library section
- Evaluate and replace domestic HW heating system
- Lighting fixture replacement

3. PROJECT SCHEDULE:

The BLA has approved the following project schedule:

Issue RFQ for A/E Consultants	12/7/16
Receipt of RFQ's	1/05/17
Establish Interview Short list	1/10/17
Conduct Interviews/Recommend Award(s)	1/24/17
Board of Directors Award	1/31/17
Execute Design Contract(s)/Commence Design	2/15/17
Complete Schematic Design Phase (6 weeks)	3/31/17

Owner Review / Commence Contract Documents	4/14/17
Advertise for Construction Bids	6/4/17
Receive bids, Review and Recommend award	6/29/17
Board of Directors Award	7/11/17
Execute Construction Contract(s)	7/24/17
Complete Construction (4 months)	11/22/17

4. QUALIFICATION STATEMENT FORMAT: Qualification Statements shall include the following information:

1. Letter of Interest –Include a brief history of the firm. Indicate the firm’s interest in the project.
2. Detailed information of the team's background and experience working on similar projects, including a description of the project and scope of services provided, year completed, construction cost and key staff assigned to the project with resumes. Also include the name, title and contact information of the owner’s representative familiar with the services provided for each project.
3. Proposed Project Team – Submit the names and brief resumes of proposed team members together with proposed key design or engineering sub-consultants.
4. Current & Future Workload – Please provide information indicating your firm’s current workload and ability to perform the required services. Indicate if there have been any layoffs in the past 6 months.
5. Acceptance of General Terms and Conditions, Insurance Requirements and Equal Opportunity Employment Requirements – Include a statement that the firm agrees to comply with the provisions in these three sections of the RFQ document.

5. EVALUATION CRITERIA:

The BLA will evaluate the submissions using the following Evaluation Criteria and will compile a "short list" of not more than three (3) firms determined to have submitted the most responsive qualification statement.

- 1) Experience with work of similar size and scope to the proposed project and reference responses
- 2) Organizational and team structure
- 3) Past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects
- 4) The approach to the work required for the contract
- 5) Documented contract oversight capabilities
- 6) Current workload
- 7) Recent staff reductions .. identify if current staffing includes those staff that were assigned to the projects listed in the firms experience.

Only those selected “short list” firms will be invited to an interview with the BLA. At that time, the selected firms will have an opportunity to introduce key personnel who will be assigned to the project and fully explain their qualifications, experience and proposed project approach.

6. SELECTION AND CONTRACT FORM:

Upon completion of the interview process, and with due consideration of the proposer's experience, interview performance and interaction with the Board of Directors, the BLA will select the "most responsible qualified firm or firms" to perform the work.

A contract based on AIA Document B 101 will be negotiated between the Bethany Library Association and the selected Architect and/or Engineer. The Standard Agreement shall be modified so that it is consistent with the requirements of this RFQ and as mutually agreed.

7. GENERAL TERMS AND CONDITIONS

Prospective respondents must be willing to adhere to the terms and conditions of this request, including the following, and must positively state its acceptance and compliance with them in its response to this Request for Qualification.

1. Acceptance or Rejection by the BLA –The BLA and the Bethany Library Association reserves the right to accept or reject any or all qualification statements or parts thereof, for any reason, if such action is in the best interest of the Bethany Library Association
2. Ownership of Documents – All proposals submitted in response to this RFP are to be the sole property of the BLA and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the BLA unless stated otherwise in the RFP or contract.
4. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the BLA.
5. Oral Agreements – The BLA will not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee.
6. Amending or Canceling Requests – The BLA reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the BLA to do so.
7. Rejection for Default or Misrepresentation – The BLA reserves the right to reject the proposal of a respondent that is in default of any prior contract with the BLA or for a misrepresentation of facts or recitals.
8. Owner's Clerical Errors in Awards – The BLA reserves the right to correct inaccurate awards resulting from its clerical error.
9. Rejection of Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.
10. Changes to Proposals - No additions or changes to the original proposal will be allowed after submittal.
11. Contract requirements – The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.

12. Withdrawal of Proposal – Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.
13. Assigning, Transferring of Agreement – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the BLA.
14. Cost of Preparing Proposal – The BLA shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
15. Definition of Terms – For the purpose of this proposal, whenever the word “respondent” or “Consultant” appears, it shall refer to “Architect” or “Architect/Engineer” and whenever the word “Architect” or “Architect/Engineer” or “Consultant” appears, it shall refer to “respondent.”

8. EQUAL OPPORTUNITY EMPLOYMENT

- A. Every Contract made by or on behalf of the Bethany Library Association for the design, construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.
- B. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions:
 1. The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Contractor also agrees to provide the BLA with such information that they may request concerning the employment practices and procedures of the contractor as related to the provisions of this section.
 2. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.
 3. The Contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.
 4. In all contracts between Contractor and any subcontractor or supplier either for work to be performed under a subcontract or the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the Contractor of the Contractor’s obligation under this contract relative to non-discrimination, and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this contract.
 5. Nothing herein is intended to relieve any contractor from compliance with all applicable federal,

state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

9. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The Consultant shall be responsible for maintaining insurance coverage in force for the life of this contract with an insurance company (ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the BLA. The insurer shall provide the BLA with Certificates of Insurance signed by an authorized representative of the insurance company (ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the BLA written notice of at least thirty (30) days in advance of any termination, expiration, nonrenewal or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Consultant's responsibility under this contract. The Consultant, at the Consultant's own cost and expense, shall procure and maintain all insurance's required and shall include the BLA as Additional Insured on all contracts, except Workers' Compensation and Professional Errors and Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the Consultant forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS

(1) Workers' Compensation Insurance

The Consultant shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of: \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance

The Consultant shall carry Commercial General Liability insurance. A per occurrence limit of ***\$2,000,000 combined single limit bodily injury and property damage is required.*** The Aggregate limit will not be less than \$4,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance

The Consultant shall carry Business Automobile Liability Insurance. A per occurrence limit of ***\$1,000,000 combined single limit bodily injury and property damage is required.*** "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) Professional Liability Insurance

The Consultant shall carry Professional Liability Insurance, in the amount of \$1,000,000 per claim/aggregate basis with a deductible no greater than \$25,000 and shall have a retroactive date, if any, prior to commencement of services on the project.

(5) Excess Umbrella Liability Insurance

The Consultant shall carry excess umbrella liability insurance in the amount of at least \$1,000,000 overlaying employers liability, commercial general liability (including completed operations), and business automobile liability coverage.

C. SUBCONTRACTOR REQUIREMENTS

The Consultant shall require that any subcontractors and independent contractors hired by the Consultant to carry sufficient amounts of insurance and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work. The Consultant shall require that the BLA be included as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. The Consultant and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the BLA and their officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER DATA

The BLA reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

10. INDEMNIFICATION

A. The Consultant shall, at all times, defend, indemnify, protect and save harmless the Bethany Library Association and their respective officers, agents and employees (collectively, the “Indemnitees”) from and against any and all liabilities, actions, claims, damages, losses, judgments, workers’ compensation payments, costs and expenses (including but not limited to attorneys’ fees) arising out of injuries to the person including death, property damage or other damages sustained by any of the Indemnitees, Consultant, or any other person, part or entity, to the extent any such injuries, damage or damages, are caused or alleged to have been caused in whole or in part by the negligent acts, omissions or errors of Consultant or any of its officers agents representatives, employees or subcontractors. The expenses, covered by the foregoing indemnification shall include those to investigate, defend and settle any claim, judgment or payment of any legal liability. Upon demand of the Indemnitees, the Consultant shall immediately pay to the Bethany Library Association the amount of any expenses incurred by any of the Indemnitees that is covered by the foregoing indemnification. The obligations of the Consultant under this indemnification shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

END OF REQUEST FOR QUALIFICATIONS