

#### REQUEST FOR QUALIFICATIONS

### DESIGN CONSULTANT FOR TORRINGTON HIGH SCHOOL ATHLETIC FACILITES RENOVATION PROJECT RFQ #DAF-295-111413

The City of Torrington is seeking qualifications from professional design consultants to provide, design and the construction phase services to obtain competitive bids from qualified general contractors to renovate the existing athletic facilities located at Torrington High School. The Consultant will also be required to provide assistance with obtaining required regulatory approvals as well as representing the City during the bidding process and throughout the construction phase.

Interested firms are requested to submit an original and nine (9) copies of qualification data to the Office of the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours but no later than November 14, 2013 at 11:00 AM. Envelopes should be clearly marked: "RFQ #DAF-295-111413, DESIGN CONSULTANT FOR TORRINGTON HIGH SCHOOL ATHLETIC FACILITES RENOVATION PROJECT". Proposals received after this date and time will be rejected. Questions must be submitted by November 1, 2013 by 12:00 noon. All questions should be submitted by email to <a href="mailto:pennie\_zucco@torringtonct.org">pennie\_zucco@torringtonct.org</a>. Questions will be answered through an addendum which will be posted on the City of Torrington website. Interested firms should check the website 48 hours before the closing date. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. Proposals may not be submitted by e-mail.

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty day period may be extended upon written mutual agreement.

| Pennie Zucco     |  |
|------------------|--|
| Purchasing Agent |  |

Dated: October 26, 2013

# City of Torrington Design Consultant for Torrington High School Athletic Facilities Renovation Project RFQ #DAF-295-111413

#### **Project Overview**

The City of Torrington has received a grant from the State of Connecticut in the amount of \$2.7 million that will be used to renovate the existing athletic facilities located at Torrington High School. The City has formed a Building Committee that is in charge with overseeing the implementation of the renovation project which shall include evaluation and selection of a design consultant as well as oversight of the bidding and construction processes.

At this time, the City of Torrington is soliciting qualifications from design consultants. The commission will include all of the necessary design work to obtain competitive bids from qualified general contractors. The Consultant will also be required to provide assistance with obtaining required regulatory approvals as well as representing the City during the bidding process and throughout the construction phase.

The City is in the process of obtaining a new topographic and boundary survey of the project area. The survey will be obtained through independent solicitation, and will not be part of the Consultant's services.

#### **CLARIFICATIONS:**

Questions shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will be transmitted by written addendum only. Please submit all questions in writing by 12:00 noon, November 1, 2013 to:

Ms. Pennie Zucco
City of Torrington
140 Main Street
Torrington, CT 06790
pennie zucco@torringtonct.org

All information given by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the City. Questions will be answered through and addendum which shall be posted on the city's website. Potential respondents are responsible for checking the city's website within 48 hours of the opening.

#### **Scope of the Project**

In general, the scope of the project includes renovations to the existing athletic facilities located at Torrington High School. (See photo for project area) The extent of renovations

shall be dictated by the budget, which includes all design fees, testing services, regulatory approvals and other soft costs. The project includes new athletic fields, limited spectator seating, landscaping, irrigation, fencing, drainage, and related amenities. This project and services provided by the successful candidate will comply with all Torrington and State of Connecticut standards and codes. The existing athletic complex includes the following facilities.

- 1. Six lane track with interior natural grass field.
- 2. Bleachers on one side of the track.
- 3. Lighting for track and stadium field.
- 4. 1 Baseball field.
- 5. 2 Softball fields.
- 6. Natural grass multi-use fields that overlap the baseball / softball outfield areas.

The precise scope of the field renovations will be established by the City based upon initial design studies and cost estimates to be prepared by the Consultant during the Schematic Design Phase. Based on the condition of the existing facilities, the City has indicated that the scope of renovations may include, at a minimum, the following.

- 1. Replacement and expansion of the existing track to an eight (8) lane facility.
- 2. Installation of a multi-purpose artificial turf field within the track area.
- 3. Replacement of the bleachers.

To the extent that the budget will allow, the project may also include upgrades and improvements to the other existing facilities.



#### **Selection Process**

The City of Torrington shall utilize a Qualifications-Based Selection (QBS) process for the selection of the Consultant. This process shall consist of the following:

- 1. The City will review the responses to this RFQ and rank the firms according to the criteria identified herein.
- 2. The City will interview the highest ranked firms. (Approximately 3-4 firms)
- 3. Following the interviews, the City of Torrington will request a fee proposal from the highest ranked firm, and if a fair and reasonable fee can be negotiated, the Consultant shall be selected. If the City is unable to negotiate a satisfactory fee with the highest-ranked firm, negotiations shall be terminated with that firm and undertaken with the remaining firms in the order in which they were ranked by the City until an agreement is reached.

The selected firm shall be required to prepare and submit to the City an AIA contract for its services along with certificates of insurance and other required documentation.

#### **ELIGIBILITY:**

Interested firms should submit a <u>Statement of Qualifications</u> that documents their qualifications and experience to perform the required services. The design consultant chosen for this project will be in accordance with a quality based selection process. At a minimum, the <u>Statement of Qualifications</u> should include the following items.

#### Eligible respondents will be those design consultants that have the following qualifications:

- 1. Demonstrated experience in the planning, design, permitting and construction administration of projects involving natural or synthetic turf type field and subject to Connecticut public bidding and construction regulations for a municipality, including but not limited to performing investigations, preparing plans, specifications and bid documents, as well as have the ability to provide construction management services.
- 2. Experience in providing the planning, design and phased construction of athletic fields and familiarity with the National Federation of State High School Associations and Connecticut Association of Athletic Directors Guidelines for athletic fields.
- Design/Construction Program Management/Owners Representative services on different athletic sports complex development projects of similar size and complexity.
- 4. Assigned staff and office must be located within the State of Connecticut and have the necessary experience, organization, technical and professional qualifications, skills and facilities to successfully perform the required services described in the scope of work of this RFQ.

Proposer shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

#### **Qualifications Package**

Responses must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

- 1. Letter of interest and brief statement regarding the team's particular abilities and qualifications to perform the required work. These individuals should be authorized to answer technical, price, and/or contract questions.
- 2. Description of the firm's composition with identification and roles of anticipated sub-consultants and staff to be assigned to the project. Include resumes of key personnel.
- 3. Examples of similar completed projects. The consultant shall provide information for a minimum of five (5) completed projects that include athletic facilities (i.e. tracks, natural grass & artificial turf athletic fields, baseball and softball fields, etc.) at Connecticut schools, or four (4) Connecticut schools and a Berkshire County School. Include Organization Name, State, contact name, telephone number & contact email address.
- 4. Proposed project schedule.
- 5. Additional information, not included above, which demonstrates the consultant's ability to perform the work.
- 6. References for a minimum of five (5) similar completed projects.

#### **Project Schedule**

The City of Torrington expects to initiate design services immediately following the selection of a consultant and signing of a contract for services. It is the intent that completion of all construction activities occur by August 15, 2014 to allow for use when school opens in September 2014.

#### **Submittal Requirements**

One original and nine (9) paper copies of the <u>Statement of Qualifications</u> shall be placed in a sealed envelope and clearly marked "RFQ#DAF-295-111413, DESIGN CONSULTANT FOR TORRINGTON HIGH SCHOOL ATHLETIC FACILITES RENOVATION PROJECT" Responses must be received at the following address no later than 11:00 AM on November 14, 2013. Proposals received later than time and date specified will not be considered.

Office of the Purchasing Agent City Hall 140 Main Street, Room 206 Torrington, CT 06790 In the event of the closure of City Hall, the bid will be opened on the following business day that City Hall is opened. No fax or e-mail Bids will be accepted. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. The City will not be liable for any costs incurred by vendor in the preparation or submission of a proposal. All proposal submissions and materials become property of the City and will not be returned.

#### **Assurances**

The selected firm agrees to comply with all applicable federal, state and local laws, rules and regulations, all as amended, in the performance of its contract with the City of Torrington. The selected firm acknowledges and agrees that the contract by and between the City and the selected firm shall include certain contract provisions required by Federal law and/or by Connecticut General Statutes. Such contract shall be construed under, governed by and enforced in accordance with Connecticut law without regard to conflict of law principles.

The City of Torrington reserves the right to waive any informality, to accept or reject, in whole or in part any and all submittals, or take whatever other action may be deemed to be in the best interest of the City.

All personnel in responsible charge of the project will be required to possess and maintain valid professional licenses/certifications for the State of Connecticut.

#### **INSURANCE REQUIREMENTS:**

Certificate of Insurance: All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

The City of Torrington reserves the right to accept or reject any or all Proposals; to waive any informalities or technicalities, to negotiate and award a contract that it determines best meets their needs and best serve the public interests of the City of Torrington.

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty day period may be extended upon written mutual agreement.

#### **GUARANTEES AND WARRANTIES**

Each respondent shall submit a complete breakdown of any product/service warranties or guarantees that are included in their proposal.

#### **REQUIRED FORMS**

Non-Collusion Affidavit, Appendix A-B and any additional forms the City may require

#### ADDITIONAL INFORMATION

Provide any additional information about your firm that is relevant to this RFQ that you believe will assist the City in making its selection.

#### **LIMITATIONS**

The City reserves the right to contract with any entity responding to this RFQ. The City makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The City shall in no event be responsible for the cost of preparing any proposal in response to this RFQ. The awarding of the Consulting Services contract(s), if at all, is at the sole discretion of the City.

#### **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process/or the award of the contract with any member of the City, Board of Trustees, selection members, or any member of the interview committee. Any such contact shall be grounds for the disqualification of the Proposer.

#### **EQUAL OPPORTUNITY – AFFIMRATIVE ACTION**

The respondent agrees and warrants that they comply in all aspects with the Equal Employment Opportunity Act. The respondent in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

#### FREEDOM INFORMATION

All proposal submissions and materials become property of the City and will not be returned. Respondents to this RFQ are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the successful respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the City of Torrington, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the respondent's performance of the Agreement or any other agreements of the respondent entered into by reason thereof. The respondent shall indemnify and defend the City of Torrington, Connecticut, including, but not limited to, its respective elected and appointed

officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the respondent, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The respondent agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications.

As to any and all claims against the City or any of its consultants, agents or employees by any employee of Firm, by any person or organization directly or indirectly employed by Firm to perform or furnish any of the work, or by anyone for whose acts Firm may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Firm under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

#### **SELECTION PROCESS:**

**Review Process:** All proposals will be reviewed by a selection committee.

The City reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as the firms experience and expertise in providing design services for the renovation of the existing athletic facilities at the high school. Cost will not be the sole factor in evaluating bids.

A list of finalists will be developed and firms may be interviewed by the Selection Committee after the proposals are received. Specific information required for the interviews will be provided to finalists at the time of notification.

If interviews are held, they will be 30-45 minutes long. Initial presentations will be limited to 15 minutes. The final 15-30 minutes will be reserved for questions from the Selection Committee and subsequent discussion. The key person to be assigned to this project must be present at this interview. The City expects to complete its review of all proposals and select the tentative bidder within three weeks after the receipt of proposals. If necessary, the City may extend that review period.

Selection as the preferred proposal does not provide any contract rights to that firm. Any such rights shall accrue only if and when the City and the firm execute a binding contract. The City reserves the right to negotiate with the successful firm in any manner necessary to best serve the interests of the City. If the City fails to reach an agreement with the selected firm, the City may commence negotiations with an alternative firm or reject all firms and reinstitute the RFQ process.

# **ACCEPTANCE OR REJECTION**

The City of Torrington reserves the right to accept or reject any or all Proposals; to waive any informalities or technicalities, to negotiate and award a contract that it determines best meets their needs and best serve the public interests of the City of Torrington.

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty day period may be extended upon written mutual agreement.

### APPENDIX A CITY OF TORRINGTON RFQ #DAF-295-111413

# DESIGN CONSULTANT FOR TORRINGTON HIGH SCHOOL ATHLETIC FACILITES RENOVATION PROJECT

## **Acceptance of Terms of this Agreement**

| Name of Proposer:   |      |
|---|------|
| Contact Person:   |      |
| Address:  |      |
| City/State/Zip:   |      |
| Telephone:Fax:  |      |
| E-mail:   | _    |
| AuthorizedSignatureTitle:   |      |
| Name Printed: Date:   |      |
| It is agreed by the above signed proposer that the signature and submission of proposal. Represents the proposer's acceptance of all terms, conditions, and requirement of the proposal specifications, and, if awarded, the proposal will represent the agreem between the parties.  | ents |
| The proposer agrees that the cost of any work performed, materials furnished, servi provided, or expenses incurred, which are not specifically delineated in the propodocuments, but which are incidental to the scope, intent, and completion of this contribution is shall be deemed to have been included in the prices for the various items scheduled. | osal |

# APPENDIX B CITY OF TORRINGTON RFQ #DAF-295-111413 DESIGN CONSULTANT FOR TORRINGTON HIGH SCHOOL ATHLETIC FACILITES RENOVATION PROJECT

The undersigned has read, understands, and agrees to comply with the requirements contained in the Request for Proposal for **Design Consultant for Torrington High School Athletic Facilities Renovation Project.** The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

| Name and Address of Firm:      |  |                |
|--------------------------------|--|----------------|
| _                              |  |                |
| _                              |  |                |
| Name, Title and Contact Inform | nation (phone, fax, email) of Authorized | Representative |
|                                |  |                |
|                                |  |                |
|                                |  |                |
|                                |  |                |
| Social Security or Federal ID# |  | _              |
| Signature of Authorized Repres | sentative:                               |                |
| _                              |  |                |
| (Attac                         | ch additional sheets as necessary)       |                |