

TOWN OF WINDSOR, CONNECTICUT
REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

April 14, 2023

In order to assure compliance with the Connecticut Department of Housing (DOH) and related requirements regarding competitive negotiation of architectural services, the Town of Windsor is seeking proposals for the provision of the services described below relating to a future Connecticut Small Cities Community Development Block Grant (CT SC CDBG).

The Town of Windsor expects to make an application for a FY 2023 CT SC CDBG for the infrastructure improvements to the property at the Shad Run Terrace located at 40 Henry Street Windsor CT. The Shad Run Terrace Development is a row-house apartment complex comprised of 52 One Bedroom Units for senior and disabled individuals. The property was constructed in 1985. The Town of Windsor seeks proposals from experienced and reputable Architectural/Engineering (A&E) firms or individuals to plan, design, prepare construction documents and specifications, cost estimate, and construction administration for services more fully described in the Proposed Project below.

In general, the work is to include but not be limited to the following: Replacement of all existing split unit heat pumps both the unit and the compressor, replacement of roofs, doors and window systems as well as building gutters and down spouts.

The sealed bid packages will be accepted prior to **April 24, 2023 at 10AM**, delivered to the Community Development Office at which time will be publicly opened and read aloud. All bids must be clearly marked on outside of envelope "ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR IMPROVEMENTS TO SHAD RUN". Proposals transmitted by facsimile will not be accepted. No proposals will be accepted after the time set for the opening.

The Town of Windsor reserves the right to waive any informality in any submissions, to reject any and/or all submissions, and to accept the proposal(s) that in its judgment are in the Housing Authority's best interest. Each submission will include one printed original and two copies.

Any questions should be directed in writing to Flavia Rey de Castro, Community Development Specialist. Site visits or other coordination can be made via phone at 860-285-1985.

Non-Discrimination in Employment; Bidders on this work will be required to comply with the President's Executive Order No. 11246. The Town of Windsor is an affirmative action and equal opportunity employer. Minority/Women's Business Enterprises are encouraged to apply.

General Information

Format of Proposal

1. All responses to this request for proposal (RFP) must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of responses.
2. Delivery of Proposals - RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. Names and addresses of vendors must appear on the envelopes.
3. Structure of Responses - Respondents must structure responses as outlined in this RFP.
4. Inclusion of Taxes in Prices - The Town of Windsor is exempt from payment of excise, transportation, and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in prices.
5. "Not to Exceed" Quotations - All cost estimates will be considered as "not to exceed" quotations.

Contents of Proposal

Proposals must put forth full, accurate, and complete but concise information as required by this request. The proposal should:

1. Describe how the respondent will deal with each element of the work described in this RFP based on the services offered.
2. Description of work currently under contract with firm, and firm's ability to meet time schedules proposed.

3. Identify which qualified staff will be available to provide the services offered and their specific role.
4. Description of how the project will be scheduled. Said description should approximate work components proposed.
5. Describe the respondent's expertise and prior relevant experience in the nature of work requested.

Acceptance Period

In submitting the proposal, respondents agree that the proposal will remain valid for a period of 30 days after the closing date for submission of proposals and may be extended beyond that time by mutual agreement.

Project Supervisor/Coordinator

The Town of Windsor is the Owner of the project. The Owner shall have final decisions related to acceptance of proposals and review and selection of the firm hired. The design firm shall provide copies of preliminary plans and specifications to The Town during the application period.

Statement of Purpose

The purpose of this proposal is to select a design professional to evaluate the condition of Shad Run Terrace including Replacement of all existing split unit heat pumps both the unit and the compressor, replacement of roofs, doors and window systems as well as building gutters and down spouts.

The design firm will be required to provide preliminary cost estimates, plans and specification completed to the 90% level for inclusion in the proposed 2023 CDBG application to be submitted by Town of Windsor.

If the Town is successful in obtaining the grant funds, the design firm will also be required to provide technical assistance in the final preparation of construction bid documents, attendance of a pre-bid conference, construction administration and oversight of the project. The intention of The Town is to submit an application by the May, 31 2023 deadline. The selected firm will also be responsible to provide record keeping of activities, meetings, and payments.

Construction Budget

Estimated construction budget is \$1,760,000. This amount does not include cost for design work.

Time Period

For purposes of this project, work must start within fourteen (14) days of written authorization from The Town of Windsor and be completed no later than May 15, 2023 for the May, 31 2023 CDBG application deadline.

Periodic Briefings

The design firm will be required to present periodic briefings on the progress of the project to the Owner and Project Consultant.

Deadline for Proposals

Two (2) copies of the proposal must be submitted no later than 10:00 A.M. on Monday, April 24, 2023. Proposals shall be delivered to the Town of Windsor Community Development Office. Office hours are Monday – Friday, 8:00 A.M. – 5:00 P.M. If mailed, use mailing address: Community Development Office, Town of Windsor, 275 Broad Street Windsor, CT 06095. Mailed proposals must be received by The Town by the date and time above.

Request for Information and Addenda to the RFP

Any requests for information (RFI) regarding the RFP should be directed in writing to Flavia Rey de Castro at reydecastro@townofwindsorct.com. Site visits or other coordination can be made via phone at 860-285-1985. Answers to RFI, if material, will be provided to all prospective firms listed as submitting proposals, without any information regarding who submitted the question.

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective firms listed as submitting proposals.

Incurring Costs

The Town of Windsor is not liable for any cost incurred by the firm prior to the issuance of a contract.

Conditions

Vendors must be willing to adhere to the following conditions and must positively state them in their Proposals:

1. Ownership of Proposals - All Proposals in response to this RFP are to be the sole property of The Town of Windsor and subject to the provisions of Section 1- 200 of the Connecticut General Statutes (RE: Freedom of Information).
2. Reimbursable Expenses – All expenses associated with the work described in the RFP shall be included in the fee proposal. This includes customary travel to and from the site, communication, telephone calls, e-mails and general correspondence, copying costs associated with the requirements of the RFP shall be included, any cost for mailing of materials by standard US postal service shall be included, any “overnight mailing” or “special delivery” of documents will only be at the request of The Town. Bulk copying of prints, specifications and bid documents for distribution to the prospective bidders will be the responsibility of The Town.
3. Non-Collusion - By responding, a respondent implicitly states that the Proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the respondent's Proposal preparation.

Proposed Project

In general, the work is to include but not be limited to the following: Replacement of all existing split unit heat pumps both the unit and the compressor, replacement of roofs, doors and window systems as well as building gutters and down spouts.

Scope of Work

Phase One (Application Stage)

The selected firm will be responsible for providing the services listed below.

1. Work with The Town and their representatives to review and determine the existing conditions and suggest appropriate upgrades based on the intent of the proposed improvements.
2. Determine the extent and feasibility of the upgrades, additions, and site modifications.
3. Work with all Local and State authorities, as applicable, having jurisdiction over the proposed renovations including but not limited to the Town of Windsor Building Department, Planning and Zoning Department, and Conservation Department to determine the need and extent of permits required for the proposed site improvements. The Town is not exempt from permit fees.
4. Provide necessary survey work within the proposed work area sufficient to produce construction documents.
5. Submit 90% plans and specifications within the stated deadline.
6. Submit construction cost estimates to the Town within the stated deadline.
7. Submit energy modeling/audit including a Multifamily Program Initiative Participation Application.
8. Provide a Capital Needs Assessment update.

Phase Two (Pre-Construction Stage)

The selected design firm shall work with The Town if the Application is approved to:

1. Attend the pre-bid construction meeting as scheduled by The Town.
2. Issue any addendums; provide clarification on technical intent and design, and answer any requests for information and other relevant potential questions to/from all prospective bidders of record.
3. Review the bids received by The Town for cost reasonableness, and provide written comment of any ambiguities or concerns in the bids received.
4. Provide written recommendation of lowest responsive bid received.
5. Upon written notification from The Town of the selected contractor, prepare four (4) sets of the construction contract between the owner and contractor for signature.

6. Provide up to four (4) sets of stamped drawings and specifications, to the contractor for permitting purposes.
7. Attend construction signing and pre-construction conference as scheduled by The Town.

Phase Three (Construction Stage)

The selected firm will be responsible for providing the services listed below.

1. Request, review/revise schedule of values from the selected contractor.
2. Review for approval shop drawings, samples, information and other submissions from the contractor(s) for compliance with specifications.
3. Provide interpretation and intent of contract specifications if needed.
4. Review, validate, negotiate, prepare and execute, as needed, any contract change orders. All change orders require the signatures of the Owner, design firm representative, and Contractor before work can proceed.
5. Review the contractor's monthly requests of progress payments against work completed and schedule of values.
6. Determine contract completion, authorize project acceptance; and issue certification of substantial completion.
7. Make a minimum of 12 site visits, approximately one every 10 days based on a schedule approved by the Owner, while the project is under construction and workers on site to insure that the work is being completed in a timely fashion and in accordance with plans and specifications. Provide written inspection reports including photo documentation of the project site and condition during site visits.

8. Provide and distribute meeting minutes to all attendees of site visits. Perform other standard services related to this project.
9. Provide Housing Authority with stamped and signed As-Built drawings at project completion.

Additional Provisions

1. Expertise Desired - In order to provide the requested service to The Town, the respondent should possess previous experience in working on elderly housing projects, previous experience working with DOH CDBG funded projects, extensive experience in site improvements and a thorough understanding of State Building Codes. Proposals must address the respondent's abilities and relevant prior experience in the area(s) of service offered and include a list of prior clients for whom the respondent has carried out comparable work programs with names, addresses, and telephone numbers of contact persons.
2. Compliance with Federal and State Laws - The consultant(s) shall be required to comply with all applicable Federal and State laws, rules and regulations, and will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, or national origin or in any other manner prohibited by law.
3. Covenant Against Contingent Fees - The consultant(s) shall be required to warrant that he has not employed or retained any company or person other than a bona fide employee working for the consultant(s) to solicit or secure an agreement hereunder and that he has not paid or agreed to pay any company or person other than a bona fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from an award under this RFP and any resultant contract.
4. Copyright - No report or document produced in whole or in part in connection with this project, whether acceptable or unacceptable, shall be the subject of an application for copyright by, or on behalf of, the consultant. The The Town of Windsor may make use of such material including any idea contained therein for such purposes as it may deem appropriate. The right to publish and distribute any report or document produced, or any part thereof, shall accrue to The Town without recourse.
5. Authority to Bind Respondent - The proposal must be signed by an authorized official. The respondent's proposal is to identify the individual(s) having authority to negotiate and contractually bind the respondent. It is also to name the person to be contacted both during the period of evaluation of proposals and for prompt contract administration upon award of the contract. This information is to include name, title, address, and telephone.

6. Accounting Records - The consultant(s) shall maintain adequate accounting records in connection with this project and such records shall be made available for inspection by the The Town of Windsor, CT DOH, or other persons designated by same.
7. Findings Confidential - All of the reports and documents prepared or assembled by the consultant(s) in connection with this project shall be property of the The Town of Windsor. The consultant(s) agree that they shall not be made available to any individual or organization without the prior written approval of the The Town of Windsor, except as required by C.G.S. 1-200 et. seq.
8. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by The Town of Windsor and the selected respondent.
9. Oral Agreements – No oral agreements are permitted and any and all agreements regarding the proposals will be made in writing.
10. Amending or Canceling Request - The Town reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of The Town.
11. Rejection for Default or Misrepresentation - The Town reserves the right to reject the Proposal of any respondent, which is in default of any prior contract or for misrepresentation.
12. Housing Authority's Clerical Errors in Awards - The Town reserves the right to correct inaccurate awards resulting from its clerical errors.
13. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms, conditions, and/or specifications of the RFP.
14. Respondent's Presentation of Supporting Evidence - The respondent, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Proposal.
15. Changes to Proposal - No additions or changes to the original Proposal will be allowed after submittal. While changes are not permitted, clarification at the request of The Town may be required by the respondent.
16. Acceptance and Award: Acceptance of the proposal will be by notice in writing signed by the Economic Development Director and mailed to the address designated in the bid form.

17. Consultant Selection - The Town reserves the right, at its sole option, to make the selection of the firm, or to reject any and all firms.
18. Revisions and/or Additional Provisions - The Town reserves the right to revise any article or clause of the RFP, or to add or delete any article or clause, prior to the award of the contract.
19. Modification of Contract - The Town reserves the right to amend, extend, curtail, or otherwise change the terms of any resultant contract(s) prior to execution, upon determination that such action is to be to the advantage of the project effort.
20. Authority to Obligate The Town - The Town of Windsor is the only entity that may legally commit to the obligation of any contract(s) contemplated herein. No cost chargeable to the proposed contract(s) may be incurred before receipt of either a fully executed contract or a specific written authorization from the The Town of Windsor.
21. Contract - If the successful bidder fails to execute the contract within twenty (20) days after the mailing of the Notice of Award of the Contract, and then the Contractor shall be deemed to have refused to enter into the contract and to have waived all claims to the work. The Town shall then have the right to contract with the next acceptable bidder to perform the work under this contract.
22. Insurance - Prior to the award of a contract agreement, the consultant(s) shall submit an insurance certificate from an insurance company licensed in the State of Connecticut showing the following coverages.
 - **Commercial General Liability:**

Combined Single Limit	\$ 1,000,000 each occurrence
	\$ 3,000,000 general aggregate
	\$ 3,000,000 product/completed operations aggregate
	\$1,000,000 personal & advertising injury
	\$300,000 damage to rented premises each occurrence
	\$10,000 medical expenses
 - **Business Automotive Liability:**

Combined Single Limit	\$ 1,000,000 each accident
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- **Workers Compensation/Employer Liability:** \$100,000/\$500,000/\$100,000
- **Umbrella Liability:** \$ 1,000,000 each occurrence
\$ 1,000,000 aggregate

Criteria for Evaluating Proposals

Proposals will be evaluated by the Committee on the following criteria:

1. Respondent's background and professional expertise, including previous experience, special qualifications, and personnel to be assigned to the project and their competence in the type of work each is to perform. Include a complete resume and task assignment for each professional or technical person to be assigned to the project.
2. Respondent's ability to commit staff in a timely manner, and to complete this project within a reasonable time frame. (Please submit a work plan for proposed tasks. The plan should indicate time required by the various components in your proposal.)
3. Respondent's demonstrated understanding of the task. Evidence of any special or innovative approach, which the firm will utilize in conducting its work. The Town wishes to encourage a creative approach to the work, which will result in a cost effective project.
4. Cost of the proposal.
5. Such other factors as The Town of Windsor deems important.

Project Schedule

Submission of detailed proposals:	April 24, 2023
Interviews and selection of design professional:	TBD
Contract award and Notice to Proceed:	April 27, 2023
Completion of preliminary plans at the 90 percent level and cost estimates to be proposed by:	May 15, 2023

Project Cost

Phase One	_____	lump sum
Phase Two	_____	lump sum
Phase Three	_____	lump sum

The Town of Windsor reserves the right to reject any and all proposals and to require any and all respondents to appear before the Committee to present their proposals orally and to entertain questions. The Town of Windsor further reserves the right to negotiate with the selected firm as to the scope and cost of the project.

Further information relative to this RFP may be obtained from The Town of Windsor through the Community Development Office, Flavia Rey de Castro, reydecastro@townofwindsorct.com