

# **Town of Ledyard, Connecticut Request for Qualifications/Proposals (RFP/Q)**

## **Project Closeout and Audit Preparation Services for the Ledyard Middle School and Gallup Hill School Renovate as New Projects**

### **I INTRODUCTION**

The Town of Ledyard, through its Permanent Municipal Building Committee (PMBC) is seeking qualifications and proposals for Project Closeout and Audit Preparation services for two school projects: the Ledyard Middle School Renovate as New Project (State Project 072-0090-EA/RR) and the Gallup Hill School Renovate as New Project (State Project 072-0091-EA/RR) These projects achieved “substantial competition” in April 2019 and are in the process of being “closed out” with the Office of School Construction Grants & Review.

***This RFQ/P is in support of both projects. The Town of Ledyard intends to select one Offeror for services on both projects and award a single contract to that firm. As the projects are separate projects at the State level, all proposed costs and billing shall be clearly broken out by the individual school project. The Town recognizes the economies of scale and duplicative effort derived cost savings in selecting a single firm for these services. This is due to the projects being managed through a common municipal committee (combined meeting minutes, etc.), using a common architectural/engineering services firm, having a common construction manager, and lastly due to the colocation of documents within the Ledyard Town Hall.***

The general intent of this request is to select a firm/organization that can provide the professional services and specialized knowledge to efficiently and accurately identify, organize, convert, index, and assemble all necessary records, documents and materials (Project Records/Data) in support of final project closeout and eventual audit by the Office of School Construction Grants & Review, using FORM SCG-3075 Audit Requirements Bulletin as the basis for the effort.

Only proposals from experienced and reputable firms/organizations will be considered. Sealed proposals must be submitted by **2:00 p.m. on March 31, 2022**, to:

Town of Ledyard, Office of the Mayor  
Attention: Project Closeout and Audit Preparation Services  
RFQ/P # 2022-10  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

The Town of Ledyard reserves the right to alter or revoke this RFQ/P at any time. The Town further reserves the right to reject any or all responses, to waive any informality in the responses received and to accept only those responses deemed by the Town to be in the best interests of the Town of Ledyard. The Town reserves the right to make no award.

## **II PROJECT OVERVIEWS**

Information Common to Both Projects:

- Owner: Town of Ledyard
- Municipal Committee for Oversight of Project: Town of Ledyard, Permanent Municipal Building Committee (Ledyard PMBC)
  - Relevant PMBC meetings span 2015 to 2021
- School Facilities Operated by: Ledyard Board of Education (Ledyard BoE)
- Architect: Silver Petrucelli & Associates (SP+A)
- Construction Manager at Risk (CMR): O&G Industries (O&G)

Projects were submitted and approved as two Phases: Phase I was construction and renovations, Phase II was Fixtures, Furniture, and Equipment.

### **Project Specific Information**

#### **LEDYARD MIDDLE SCHOOL (Project 072-0090-EA/RR)**

- Project Location: The project is located at 1860 Route 12, Gales Ferry, CT, 06335
- Costs (Approximately)
  - Total Project Budget: \$35,652,000
  - Total Project Cost (approximately): \$34,135,600
  - Construction Cost: \$30,135,545
  - Other Costs: \$4,000,055
- Construction Contract Scope Data
  - Number of Trade Contracts (held by CMR): 27
  - Total Number of Trade Contractor Change Orders: 203
  - Number of Owner Scope Changes: 105

#### **GALLUP HILL SCHOOL (Project 072-0091-EA/RR)**

- Project Location: The project is located at 169 Gallup Hill Road, Ledyard, CT 06339
- Costs (Approximately)
  - Total Project Budget: \$28,612,104
  - Total Project Cost (approximately) : \$27,520,000
  - Construction Cost: \$23,954,315
  - Other Costs: \$3,565,685
- Construction Contract Scope Data
  - Number of Trade Contracts (held by CMR): 25
  - Total Number of Trade Contractor Change Orders: 149
  - Number of Owner Scope Changes: 77

### **III MINIMUM QUALIFICATION REQUIREMENTS**

The minimum qualification requirements for these projects are as follows:

1. The Respondent must meet minimum insurance requirements listed in Section VII (prior to contract award).
2. Demonstrated experience in coordinating/managing a minimum of three school construction projects funded by the State of Connecticut Office of School Construction Grants & Review (OSCG&R) in the past ten years. These projects may be used to satisfy Requirement #3 below.
3. Demonstrated experience in OSCG project closeout for at least two comparably sized (or larger) school facilities (at least 70,000 SF of usable area) in Connecticut within the past ten (10) years. These projects may be used to satisfy Requirement #2 above.
4. Professional(s), identified by name/resume, with project oversight have identifiable relevant OSCG project closeout and audit experience.

### **IV SCOPE OF WORK**

The Town of Ledyard requires the services of a firm/organization that can provide the professional services and specialized knowledge to efficiently and accurately identify, organize, convert, index, and assemble all necessary records, documents and materials (Project Records/Data) in support of final project closeout and eventual audit by the Office of School Construction Grants & Review. Requirements of the applicable Connecticut General Statutes and derived/associated Department of Administrative Services (DAS) and Office of School Construction Grants & Review (OSCG&R) policies including *FORM SCG-3075 Audit Requirements Bulletin* shall form the basis for the effort. Following assembly of all required documentation, the respondent shall conduct an internal (Town level) review to ensure all requirements are met.

Activities, firms, and entities that the selected firm/organization shall coordinate/interface with for identifying and obtaining Project Records/Data include, but are not limited to:

- Town of Ledyard
  - Office of the Mayor
  - Director of Finance
  - Town Clerk
  - Town Council
  - Town Building Official
  - Permanent Municipal Building Committee
- Ledyard Board of Education
- State of Connecticut
  - Office of School Construction Grants & Review
- Construction/professional services contract holders include:
  - O&G Industries (Construction Manager at Risk)
  - Silver Petrucelli and Associates (Architect)
  - Sustainable Engineering Services (Commissioning)
  - Fuss and O'Neil (Hazardous Materials Monitoring)

**Period of Performance/Schedule:** The Period of Performance is proposed as six months from date of contract award. Satisfactory completion of work (as accepted by the Town) in a shorter period is acceptable, with no reduction in fee. It is expected, due to overlap in documents (such as meeting minutes) that the collection and assembly of records for the two school projects will be done in parallel.

**Schedule:** The following table is a summary of tasking and expected completion/delivery/due dates. Dates are expressed as days after contract award (DACA) or months after contract award (MACA) . Text in the Project Tasks section takes precedence for contract compliance.

| Task                                                                                       | Completion/delivery/due dates              |
|--------------------------------------------------------------------------------------------|--------------------------------------------|
| Kickoff Meeting with Town (via Webex or in person)<br>Contractor provides plan for project | No later than 14 DACA                      |
| Recurring Project Status Reports (via email)                                               | Every 30 days, beginning 30 DACA           |
| Project Record/Data Identification Phase                                                   | Completed 90 DACA                          |
| Record/Data Collection/Conversion Phase                                                    | Completed 3 MACA                           |
| Initial Projections for Project Eligible/Ineligibles and<br>Change Order analysis          | Delivered Report 4 MACA                    |
| Record Analysis and Assembly Phase                                                         | Completed 5 MACA                           |
| DRAFT Project Final Deliverable                                                            | 5 MACA                                     |
| Review meeting with Town (Plan on Site in Ledyard)                                         | 2 weeks after receipt of DRAFT deliverable |
| Project Final Deliverable on DVD/USB Drive (2 copies)                                      | 6 MACA                                     |

## Project Tasks

1. Meetings and Reports:
  - a. Attend a kickoff meeting with PMBC and other Town Officials within 14 days of contract award to present project plan and schedule.
  - b. Submit Monthly Status report to the Chairman, PMBC via email.
  - c. Final Deliverable Review Meeting with Town approximately one week after submission of DRAFT Final Deliverable.
2. Project Record/Data Identification: Review project and associated documentation to determine project specific records/documents to support OSCG Audit. Identify record holders *FORM SCG-3075 Audit Requirements Bulletin* shall form the basis for the effort.
3. Record/Data Collection and Conversion: Gather, scan (When necessary) convert format (when necessary), organize, and assemble documents/records. Identify any missing records and assist Town with obtaining documentation necessary for meeting *FORM SCG-3075 Audit Requirements Bulletin* requirements.
4. Analysis of Project Costs and Change Orders: Review records/data collected in Task 3. Identify any remaining required documents. For each school project - Review project soft costs and construction change orders and analyze expected change order acceptance for state reimbursement. This analysis will draw on the firm's experience with OSCG Project Closeouts and will be used by the Town to establish amounts for the final phases of project

bonding. Submit projections for Project Eligible/Ineligibles and Change Order analysis to the Town no later than 4 MACA.

5. Record Analysis and Final Assembly: Organize records into one or more volumes (by School Project) all required documentation based on *FORM SCG-3075 Audit Requirements Bulletin*. Records should be in Standard PDF Format, with a comprehensive Table of Contents linked to specific Documents. Submit DRAFT final deliverable to Town no later than 5 MACA. The Town will provide feedback within 2 weeks of receipt of DRAFT deliverable at a review meeting.
6. Project Final Deliverable: Submit Final Deliverable no later than 6 MACA on DVD/USB Drive (2 copies).

### **General Scope of Work Requirements**

1. Contractor shall provide necessary equipment and tools including computers, printers, copiers, scanners, and other items necessary for task accomplishment.
2. Other direct costs such as mileage and consumables shall be included in the bid total cost.

Questions related to the Scope of Services should be directed in writing (email) to Matthew Bonin, Director of Finance at [finance.director@ledyardct.org](mailto:finance.director@ledyardct.org). Responses will be posted on the Town Website.

### **V BASIS OF AWARD/SELECTION PROCESS**

After receipt, submissions will be verified by the PMBC to meet the minimum project qualifications requirements. Once deemed qualified, all qualified firms' fee proposals will be opened and used as a part of the selection process. One Combined Statement of Qualifications/Proposal and cover letter shall be submitted for both projects however separate fee proposals for each project are required.

Selection will be based upon the proposals submitted, qualifications, proposed fee/costs, and if deemed appropriate by the Ledyard PMBC, an interview process.

If interviews are conducted: Respondents selected for interviews will be given no more than fifteen (15) minutes in which to present their qualifications. Questions (not to exceed 15 minutes) shall follow. The offeror must identify key personnel and should make them available for questions during the interview.

The selection committee (PMBC) will give consideration to the following aspects of the submitted proposals and interview presentations as part of the selection process:

- Documented successful performance of firm and proposed project staff on similar undertakings.
- Team Composition and qualifications/experience of key individuals.
- Manpower/staffing planning.
- Extent of services offered.
- Project Approach.
- Due consideration of proposed fee. Selection will be made based on best interests of the Town, and not necessarily the lowest bidder that meets the minimum qualifications.

The Town reserves the right to accept any proposal or to reject any or all proposals and to waive informalities in proposals if deemed to be in the best interest of the Town.

The Town of Ledyard is not liable for any cost incurred by any respondent prior to the issuance of a contract and purchase order.

### **Bid Price**

A Lump Sum bid for each Project is requested on a single bid sheet as provided with This RFQ/P.

### **Schedule**

The following is the proposed schedule for the selection process and work program and is subject to change based on unforeseen conditions and requirements of the Town.

|                                         |                                                   |
|-----------------------------------------|---------------------------------------------------|
| Advertise RFQ/P                         | Week of February 28 <sup>th</sup> , 2022          |
| RFQ/P Due Date/Time                     | March 31, 2022, at 2:00 PM                        |
| Qualification and Proposal Review Phase | Month of April 2022                               |
| Ledyard PMBC Interviews (if required)   | Week of May 2 <sup>nd</sup> , 2022 (if required)  |
| Contract Award                          | Week of May 9 <sup>th</sup> , 2022 (notification) |

## **VI QUALIFICATION AND PROPOSAL SUBMISSION**

### **Submission Due Date and Quantities**

Statements of Qualification/Proposal and fee proposals will be accepted until **March 31, 2022, at 2:00 PM** at:

Town of Ledyard, Office of the Mayor  
Attention: Commissioning Authority for Renovate as New School Projects  
RFQ/P # 2022-10  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

Submissions received after that time will not be considered. Submittals may be withdrawn 60 days after opening if no award has been made.

**Qualifications/Proposal/Proposed Fee:** Submit one (1) signed original, and one (1) hard copy. Submissions shall not exceed 30 pages in length (double sided pages are considered two pages). All submitted documents, including fee proposals, will be made available to the public on the Town's website.

### **Addenda to this RFP**

The Town reserves the right to reject any and all bids, in whole or in part, to award any part or parts, or total bid, and to waive any informality or defects, if it is deemed in the best interest of the Town. If it becomes necessary to revise any part of this RFP or these Specifications or otherwise provide additional information, an addendum will be issued by the Town.

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be posted on the Town's website at:

<https://www.ledyardct.org/88/Request-for-Proposals-Bids>

Revisions or addenda will not be posted after March 24, 2022.

The Town of Ledyard does not assume responsibility for any vendor that does not visit the website for revisions or addenda. Every interpretation made to a bidder will be in the form of an addendum to the specifications.

Questions regarding this document should be referred to Matthew Bonin, Director of Finance at [finance.director@ledyardct.org](mailto:finance.director@ledyardct.org).

## Qualification/Proposal Requirements

General Requirements: Response packages shall provide a straightforward, concise description of the Offeror's ability to meet the requirements of this RFQ/P. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project Requirements. Submittals shall include the requirements listed below:

1. Company Information : The proposer shall provide a brief summary of its company, including the following information:
  - a. Name of company and parent company, if any.
  - b. Company primary areas of service/focus/expertise.
  - c. Address of principal office and office from which the Project will be managed;
  - d. Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Purchasing Agent and/or the PMBC;
  - e. Legal form of ownership. If a corporation, where incorporated;
  - f. Years engaged in above services under its present name.
  - g. Copies of any Applicable Licenses and Certifications.
2. Firm Relevant Experience and References: Provide descriptions of similar projects for which the Offeror has provided similar services along with references and contact name(s) and information. The description of each project should include pertinent information such as the project type, size, and scope of work performed and any pertinent features, as well as Owner contact information for each such project.
3. Provide details on any services that will not be provided in-house. If consultants are to be proposed for use in response to this RFQ/P, please provide names of any and all consultants; named consultants may not be changed without prior notice and approval of the substitution by the PMBC. If no subcontractors or consultants will be used, indicate so.
4. Experience of Key Personnel - Provide a list of the key personnel to be assigned to the Project (including consultants, if applicable), and a brief description of the work they will perform. Resumes of the key personnel (including consultants) who will be directly involved in the Project shall be included. Said resumes shall state at a minimum:
  - a. Current job title, responsibilities, and type of work performed, and time at current firm
  - b. Educational background, academic degrees, professional associations if applicable
  - c. Experience on projects similar to that described in this RFQ/P.
5. Exceptions: Provide detailed list and explanation of any and all exceptions being made in this proposal. The submittal shall have each of these sections clearly delineated. A Certificate of Insurance, showing evidence of compliance with basic insurance requirements, will be required at the time of negotiations.
6. Additional Information: Please provide any other information you feel is relevant to the selection process.

## **VII CONTRACT CONSIDERATIONS**

### **1. General Considerations**

The sections listed below are informational only; firms submitting qualifications are hereby advised that any firm awarded a contract shall be subject to these conditions. Qualifications packages are not required to contain any documents described within this section (e.g. certificates of insurance are required solely at the time of contract execution with a contracted firm).

### **2. Equal Opportunity – Affirmative Action**

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the firm does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

### **3. Indemnification**

The awarded firm shall agree to indemnify, defend, and save harmless the Town of Ledyard, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract. The Town, as a sovereign government, cannot indemnify businesses or individuals.

#### **4. Insurance**

Prior to the execution of any contract, the Town of Ledyard requires that any awarded contractor providing materials, equipment or services to the Town, must provide to the Town a certificate of insurance (Acord or other approved format) naming the Town of Ledyard as additional insured, for the following:

|                                |                                         | (Minimum Limits) |
|--------------------------------|-----------------------------------------|------------------|
| General Liability              | Each Occurrence                         | \$1,000,000      |
|                                | General Aggregate                       | \$2,000,000      |
|                                | Products/Completed Operations Aggregate | \$2,000,000      |
| Auto Liability                 | Combined Single Limit                   | \$1,000,000      |
|                                | Each Accident                           | \$1,000,000      |
| Professional Liability         | Each Claim or Each Occurrence           | \$1,000,000      |
|                                | Aggregate                               | \$3,000,000      |
| Umbrella<br>(Excess Liability) | Each Occurrence                         | \$5,000,000      |
|                                | Aggregate                               | \$5,000,000      |

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the Town before starting work.

#### **5. Termination**

Please note that any contract executed by the Town of Ledyard, may be terminated by the Town upon (30) days written notice, in the event that the Town determines that termination is in its best interest. In the event of termination, the Bidder shall be compensated for all work properly performed in accordance with the approved fee schedule submitted after award.

##### **A. Termination For Convenience**

In the event that the contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty (30) Days' advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

##### **B. Termination For Cause**

Termination by the Town for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination for cause.

#### **6. Non-Appropriation of Funds**

Please note that any contract executed by the Town of Ledyard, Permanent Municipal Building Committee or the Town of Ledyard Board of Education is subject to the appropriation of funds on an annual basis.

## **7. Contract Governed by Connecticut Law**

Please note that any contract executed by the Town of Ledyard shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the Town of Ledyard.

Further, any such contract, and any other documents associated therewith, shall be in compliance and conformance with all applicable provisions of the General Statutes of the State of Connecticut, and the rules and regulations pertaining thereto, as the same may be amended from time to time, including, but not limited to, all provisions pertaining to Public School Building Projects.

## **VIII CONDITIONS OF BID AND SELECTION**

1. The invitation to Bid by the Town and these Specifications are intended to provide interested parties with uniform information concerning the requirements for submitting bids. In responding to this RFP, the bid requirements and content format indicated herein must be adhered to. Failure to respond to all information requested may result in disqualification of the bid.
2. The bid price shall include all items and services typical of this type of project. A Town standard consultant agreement form will be used. In the event that a prospective firm takes exception to any provisions to this RFP, said firm shall submit a second bid price with enumerated and identified conditions.
3. The submission of a bid will be construed to mean that a Bidder is fully informed as to the extent and character of the Town's requirements, and the Bidder represents that it is willing and able to furnish the services requested in a satisfactory manner in complete compliance with the specifications. Once submitted, all bids become property of the Town. Bids must be firm and may not be withdrawn for ninety (90) days, or until the Town awards the contract for design services, whichever comes first. The Town shall not be liable for any costs incurred by Bidders in preparing or submitting bids.
4. The Town reserves the right to reject any bid, in whole or in part, and to waive technical defects, qualification, irregularities and omissions, if, in its sole judgment, the best interest of the Town will be served by doing so. Each bid received within the required time frame will be evaluated individually by the Town. Each evaluation will be made using consistent judgments concerning the qualifications of each bidder and the responsiveness of each bid.
5. In the event that the selected Bidder fails to successfully negotiate and execute a contract within thirty (30) days after notification of award by the Town, the Town may cancel its selection without penalty and reconsider other bids or solicit new bids. The Town of Ledyard, in its sole discretion, may extend this period for a short time if negotiations are proceeding in good faith.
6. Town shall consider the successful Bidder to be the sole point of contact with regard to Commissioning services, including payment to and performance of service by the design firm, its agents and employees. The successful Bidder shall not be allowed to assign the contract or delegate any responsibilities or duties to any third party without prior written consent of the Town.

7. Firms selected for interview will be provided with the names of the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to or immediately following the interview process.
8. Non-collusion Representation: In submitting a bid, the Bidder shall declare that its bid is made without any connection with any persons making another bid for the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; that no official of the Town, or any person in the employ of the Town is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.
9. Conflict of Interest Disclosure Required: No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner, or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be known in writing to the agency making such purchase, and notice thereof posted for at least five (5) days before such purchase be made in the office of the agency making such purchase and in the public place in the Ledyard Town Hall.

## **IX AWARD CONSIDERATIONS**

The Town may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and to accept modifications of the work and price when such action will be in the Best Interest of the Town.

The Award will be made pursuant to Connecticut law from a pool of not more than four (4) of the most responsible qualified bidders after a public selection process and will be made to the most responsible qualified bidder, taking into consideration all criteria included within this request for proposals. The cost portion of the evaluation will be based upon proposal fees submitted and will also be used as part of the criteria for selection.

Dated: March 3, 2022  
Steven Juskiewicz  
Chairman, Permanent Municipal Building Committee

**Town of Ledyard  
Fee Proposal  
Project Closeout and Audit Preparation Services for the  
Ledyard Middle School and Gallup Hill School Renovate as New Projects  
RFQ/P# 2022-10**

In accordance with the Town's requirements, fees should be based on the tasks outlined in request for qualifications/proposals and schedule. The undersigned agrees to provide services as defined herein.

**Ledyard Middle School Project Closeout Services:**

Lump Sum All Inclusive Bid Total \$\_\_\_\_\_ Fee

Estimated Staff Hours Used in Bid Development \_\_\_\_\_ Hours

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**Gallup Hill School Project Closeout Services:**

Lump Sum All Inclusive Bid Total \$\_\_\_\_\_ Fee

Estimated Staff Hours Used in Bid Development \_\_\_\_\_ Hours

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**Total Project Fee** \$\_\_\_\_\_ **Fee (Both Projects)**

The undersigned, who is legally authorized to sign bid documents on behalf of the firm, is familiar with the conditions surrounding this Request for Proposals, is aware that the Town reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

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Company Name

---

Printed Name/Title

---

Signature

---

Address

---

Town

---

State Zip

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Date

---

Federal ID #

---

Telephone Number

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Email address

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Fax Number