DRAFT

(rev. 04/30/21)

WESTPORT PUBLIC SCHOOLS

REQUEST FOR QUALIFICATIONS FOR

CAPITAL PROJECTS PROGRAM MANAGER

#21-###-RFQ

1. INTRODUCTION

Westport Public Schools ("District") is soliciting statements of qualifications for comprehensive Capital Projects Program Manager ("CPPM") services to assist the District's Facilities Department with managing a master facilities plan (Capital Plan Management) for a portfolio of District buildings located in Westport, Connecticut. The CPPM may also be engaged from time-to-time to assist the District with pre-construction, construction and closeout phases for various construction, renovation, and other capital facilities improvement projects (Capital Projects Management). The District desires to engage a single entity to provide a complete range of professional consulting services to support certain projects as identified by the Director of Facilities and for projects identified in the District's Master Facility Plan, an assessment study commissioned by the Board and conducted by Antinozzi Associates, PC., of Bridgeport, Connecticut ("Antinozzi Report"). This Request for Qualifications ("RFQ") is not a contract offer, and no contract will exist unless and until the District and the CPPM sign a written contract. The District plans to contract with a CPPM for a one-year term, commencing on July 1, 2021 and terminating on June 30, 2022. The contract term can be extended upon the mutual agreement of the parties, with approval of the Westport Board of Education. The District at all times reserves the right to select which capital projects, if any, require the assistance of the CPPM, with the understanding that the CPPM does not have exclusive rights to assist the District with its facilities construction/improvement projects, regardless of timing, scope and/or size.

This RFQ describes the required scope of services, consultant selection process, and minimum information that must be included in the statement of qualifications.

Interested parties should submit a statement of qualifications in accordance with the requirements and directions contained in this RFQ. Respondents are prohibited from

contacting any District employee, officer or official concerning this RFQ, except as set forth in Section 6. A Respondent's failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these standard instructions to respondents and any other documents comprising this RFQ, these standard instructions shall prevail.

2. FUNDING APPROVAL PENDING

Funding request for this engagement is pending approval by all relevant Town Boards. Pending such approval, there are multiple phases envisioned for this engagement, beginning with assistance with engaging (if applicable) architectural services for a conceptual study and if funded, proceeding to full design and construction. Depending on the outcome of these initial phases, full project funding will be requested. Contingent upon funding approval for a comprehensive project, it is envisioned that the same CPPM will provide all remaining service through to construction close-out, building occupancy, and where applicable State grants reimbursement.

Services provided by the CPPM will be those necessary to complement the efforts of the District's team members, and to provide the appropriate oversight and monitoring to ensure successful completion of the project. The CPPM will work under the direction of the District's Chief Financial Officer, and will coordinate a project team consisting of various independent consultants, District and Town representatives and various Town departments.

3. SCOPE OF SERVICES

The services to be provided shall include, but are not limited to, analyzing constructability, evaluating the recommended improvements and recommended timeframe for select improvements in the Master Facility Study report, assisting the Director of Facilities and the Chief Financial Officer with prioritizing capital projects, assessing opportunities for collaborative work with Town departments and personnel, advising the District on project delivery systems and forms of contracts, serving as a single point of contact between contractors and designers, representing the District at key meetings, monitoring the project schedule and budget, auditing quality assurance/quality control procedures, assisting in evaluation contractor payment

requests, providing monthly reporting, and facilitating issue resolution. The CPPM will be expected to continue to provide all project management services throughout the project, including turnover, closeout, commissioning, and State audit compliance, if applicable.

The District anticipates that the provision of services will include, but not necessarily be limited to, the following tasks:

CAPITAL PLAN MANAGEMENT

1. Effectuate and manage the existing capital plan developed from the Antinozzi Report. (Addendum A: Westport Public Schools Five Year Proposed Capital Forecast; *for illustrative purposes only; subject to change*).

 Recommend changes to the capital forecast based on evolving needs and priorities.

3. Optimize sequencing, synergies and financing considerations across projects.

4. Identify synergies with Town of Westport projects and evaluate opportunities for economies by bundling projects.

5. Create a timeline for long-term capital plan (5 - 10 years forecast).

6. Make required presentations to all appropriate Town bodies (including, but not limited to the Board of Education, the Board of Finance, the Representative Town Meeting, and the Board of Selectmen.

CAPITAL PROJECT MANAGEMENT

1. Orchestrate individual capital projects from pre-construction planning & design to post construction closeout services, serving as the District's representative throughout the project lifecycle.

2. Provide consultation services and advice by working closely with the District's contracted architects/engineer, construction manager, Board of Education, relevant Town and Board of Education staff, relevant State offices and officials on every aspect of the project.

3. Assist with the completion of, review and provide input on developing and submitting required Town and State filings (with associated

back-up), including funding authorization requests and reimbursement requests to the State of Connecticut.

4. Work closely with the CT State Department of Education, Office of School Construction Grants and Review, the CT State Department of Administrative Services, and all appropriate Town and Board of Education staff on all aspects of the School Project, including the grant and reimbursement application and management process.

5. Make required presentations to all appropriate Town bodies (including, but not limited to the Board of Education, the Board of Finance, the Representative Town Meeting, the Board of Selectmen, the Planning and Zoning Commissions, and others (including in conjunction with the Town's engineers and construction managers where appropriate).

6. Review and oversee critical path schedules for design and construction provided by others.

7. Review and oversee project budgets, schedules and cash flow projections.

8. Oversee and coordinate detailed project cost estimating any required reconciliation between estimates and budget, identify cost control and value management options to keep the project on budget and ensure compliance with Town and Board of Education approvals, State reimbursements, and School Project specifications.

9. Provide oversight for efficient and comprehensive communications and tracking of critical project elements (e.g., requests for information, change orders, submittals, addendums, meeting minutes, schedules, etc.).

10. Assist in the monitoring and reporting of contract manager, contractor, and subcontractor compliance with all local, state, and federal requirements.

11. Develop and implement a system for review and processing of change orders, including State Change Orders to relevant state officials (e.g., Office of School Construction Grants and Review).

12. Develop and implement a procedure for review, approval and processing of contractors and professional consultant requests for payment.

13. Assist the Board of Education to resolve any questions that arise during the project design and construction.

14. Prepare and maintain a system for reporting to the Connecticut Department of Education.

15. Determine final completion and turnover to the District of all required materials.

16. Coordinate the completion and construction phase closeout of all projects including, but not limited to: ensuring all appropriate documents are submitted, warranty issue oversight, owner-implemented changes and/or additions to the project.

17. Prepare for and assist in the state Department of Education project audit process.

18. Review Certified Payrolls for reasonableness, completeness, and compliance with law.

19. Provide Value Management/Engineering Oversight.

20. Provide documentation management services (e.g., warranties, as-builts, manuals, etc.).

21. Coordinate schedules and deliveries and review payment requests/invoices.

4. PROHIBITED ACTIVITIES

- 1. The CPPM is prohibited from bidding and/or working on a project in additional capacities (eg., as an architect, construction manager, engineer, or in trade packages).
- 2. During the term of the contract period, the CPPM is prohibited from responding to a RFQ released by the District for management/consulting services, related to the development and/or management of a facilities modernization/utilization plan.
- Respondents are prohibited from contacting any District employee, officer or official concerning this RFQ, except as set forth in Section
 A Respondent's failure to comply with this requirement may result in disqualification

5. SELECTION AND DESIRED QUALIFICATIONS

5.1. Selection Process

Request for Qualifications Issued	[Date]
Questions Due Date	[Date]
Statement of Qualifications Due Date	[Date]
Tentative Interview Date	[Date]
Estimated Award Date	[Date]

5.2. Desired Qualifications

The District expects each respondent to meet at least the following minimum qualifications:

1. The CPPM must have demonstrated experience as a construction manager, owner's representative, or other similar capacity in the completion of at least five (5) school construction/renovation projects, preferably in Connecticut, with a budget of at least \$1 Million each, in the last ten (10) years.

2. Preference will be given to demonstrated experience with providing such services in conjunction with school construction/renovation on the site of an occupied school.

3. The CPPM must have demonstrated owner's representative, project management, and/or construction management experience with a minimum of \$5 Million in State-approved projects.

4. The CPPM must have demonstrated experience providing construction management, owner's representative, or other similar services to multiple public school districts in Connecticut.

5. The CPPM must have demonstrated strong owner's representative and project management skills, including but not limited to, extensive construction experience, change order evaluation, critical path scheduling and budget oversight. The selected firm must demonstrate the ability to work collaboratively with towns, school boards, building committees, architects and construction managers.

6. The project will be subject to requirements of the State of Connecticut Department of Administrative Services, and the Department of Education, Office of School Construction Grants and Review. Candidates shall demonstrate project experience working with and extensive knowledge of these agencies and their requirements.

5.3. Evaluation Criteria

Candidates meeting the desired qualification set forth above and complying with the requirements of this RFQ will be evaluated based on the following evaluation criteria:

CRITERIA	POINTS
Relevant Project Experience	<mark>25</mark>
Project Team Qualifications	<mark>25</mark>
Project Approach	<mark>25</mark>
Fee Proposal	<mark>25</mark>

6. SUBMISSION REQUIREMENTS

Statement of Qualifications shall include the following information at a minimum:

I. Executive Summary

• Please provide a narrative history of your firm and its relevant capital projects program management, or owner's representative experience. Include a description of the firm's legal standing (i.e., corporation, LLC, etc.).

II. Relevant Project Experience

• Reference a minimum of three (3) relevant capital projects program manager or owner's representative projects of similar type and scale to this scope. Include project name, location, brief description, and a client reference.

III. Proposed Project Team

• Provide an organization chart and resumes for all key personnel, including all company officers. For each of the key personnel provide a resume that provides the following information:

• Relevant background, credentials and experience with specific projects of comparable nature and scope.

 Clearly defined roles and responsibilities as well as estimate time commitment to this project.

IV. Project Approach

• Include your project understanding, approach and methodology, and key elements and factors that differentiate your firm from your competition.

V. Fee for Service Proposal and Agreement

• Submit a Fee for Service Proposal, including hourly rates per discipline/employee for the proposed work and for any additional work that may be required. All prices/rates quoted must be firm, for acceptance by the District, for a period of (120) days.

 \cdot Provide the District with a proposed sample contract between your firm and the District.

7. QUESTIONS AND AMENDMENTS

Any questions regarding the RFQ should be directed to the contact listed below via e-mail by [Date & Time]. Answers to questions will be responded to in writing only. Note: It is the responsibility of the CPPM firm responding to this RFQ to qualify within its formal response, any modifications to this written RFQ and the Scope of Services herein

Elio Longo

Chief Financial Officer

Westport Public Schools

elongo@westportps.org

8. RIGHT OF REJECTION AND CLARIFICATION

District reserves the right to reject any or all submissions and to request clarification of information.

9. INDEPENDENT CONTRACTOR

The CPPM shall be and operate as an independent contractor in the performance of the District's project management services. The CPPM shall have complete charge of the personnel proposed as part of its team, and all persons employed by the CPPM shall be employees of said CPPM and not employees of District in any respect.

10. COMPLIANCE WITH LAWS

The CPPM shall comply with all applicable laws, bylaws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the contract.

11. SUB-CONTRACTORS

The CPPM shall not subcontract any of its work or services to be performed to others without the express prior written consent of the District's Chief Financial Officer.

12. NONDISCLOSURE

The CPPM agrees that it will not divulge to third parties, without the written consent of the District, any information obtained from or through the District, Architect or others in connection with the project, except to the extent necessary to comply with this RFQ.

13. TAX

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The District is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the Fee for Service rates.

14. INSURANCE REQUIREMENTS

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:

- 1. Commercial General Liability.
- 2. Town as additional insured.

3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

B. Comprehensive Automobile Liability, with minimum coverage of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.

D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.

E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.

F. Other (Builder's Risk, etc.): ______

G. CERTIFICATE HOLDER: TOWN OF WESTPORT AND WESTPORT BOARD OF EDUCATION, ATTN: BOARD OF EDUCATION – Room 300, 110 Myrtle Avenue, Westport, CT 06880.

A letter from the awarded vendor's agent/broker certifying that the Town of Westport and Westport Board of Education have been endorsed onto the general liability policy as an additional insured is also <u>mandatory</u>.

15. SUBMISSION DEADLINE

One (1) hardcopy and one (1) electronic copy (flash drive) of the Statement of Qualifications in response to this RFQ must be received no later than [Time & Date]. Submit all materials to the address below in a sealed envelope/box clearly labeled "21-###-RFQ":

Elio Longo

Chief Financial Officer

Westport Public Schools

110 Myrtle Avenue

Westport, Connecticut 06880