# . . Fitchburg, Leominster, Lancaster and Clinton (FLLAC) Educational Collaborative

DBA

# KEYSTONE EDUCATIONAL COLLABORATIVE

# REQUEST FOR PROPOSALS FOR INVITATION FOR BIDS CONSTRUCTION or RENOVATION

I.

Contact	Collaborative Director, John Demanche
Address	2 Shaker Road, D215
	Shirley, MA 01464
Telephone Number:	978-425-0310
Fax Number:	978-425-0313
Email	jdemanche@kecg.org

## **Procurement Calendar**

Event	Date	Time
RFP Publication	2/2/2022	
Deadline for Written Inquiries	2/11/2022 12:00 p.m	•
Submission Deadline	2/16/2022 5:00 p.m	

#### FLLAC EDUCATIONAL COLLABORATIVE - REQUEST FOR PROPOSALS

#### FOR RENOVATION OF EXISTING CLASSROOMS

#### I. INTRODUCTION

The Fitchburg, Leominster, Lancaster and Clinton (FLLAC) Educational Collaborative, an educational collaborative duly organized pursuant to Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts, having a current principal place of business at 2 Shaker Road, D215, Shirley, MA 01464, hereinafter referred to as the "Collaborative" for the purpose of this Request for Proposal ("RFP"), seeks to purchase or to lease a parcel of land, with a building thereon, within the Collaborative limits, for use as a school for students with special needs. The Collaborative has determined that this purchase is subject to Massachusetts General Law, Chapter 30B, and has issued this RFP, pursuant to M.G.L. c. 30B, §16, for the purpose of soliciting proposals from proposers.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, and in the <u>Worcester Telegram</u>, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally this RFP is also posted on the Collaborative's website (<u>www.kecg.org</u>).

The Request For Proposals (RFP) may be obtained from the Offices of the Collaborative, Monday through Friday, between 8:30 A.M. and 4:00 P.M. local time, beginning on Feb. 2, 2021.

The Collaborative reserves the right to reject any and all Proposals, wholly or in part, if it determines to be in the best interest of the Collaborative.

The Collaborative Executive Board of Directors has authorized the purchase of the property at 360 Electric Ave, Fitchburg, MA and any renovations required as part of the collaborative long term strategic plan.

The successful proposer shall submit a proposed layout and an itemized inventory of materials and labor breakdown to include prevailing wage. The proposer should also supply the collaborative an estimated timeline on the beginning and completion of such renovation of existing space to be converted into ADA compliant restrooms.

#### II. <u>INSTRUCTIONS TO PROPOSERS</u>

- 1. All proposals shall be signed and shall be enclosed in an envelope that is sealed and plainly marked on the outside with the proposal number and the name of the proposal "Construction and Renovation: 360 Electric Ave"
- 2. A single hard copy proposal and required forms will be required.
- 3. Bidders cannot bid on only portions of the project and must bid on the entire project proposed below.
- 4. All bid prices are binding for 90 days after the bid has been awarded to the proposer.

#### A proposal shall be signed as follows:

- 1. If the proposer is an individual, by him/her personally,
- 2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
- 3. If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed.

Each proposal shall include the attached Information Form (Attachment A), properly filled out and executed along with all attachments for explanations where required.

- 1. Each proposal shall also include the following forms:
- Certificate of Non-Collusion. (Attachment)
- Certificate of Tax Compliance. (M.G.L., c.62C, §49A). (Attachment)
- Certificate of Corporate Proposer. (Attachment)
- Certificate of Compliance with M.G.L. c. 151B. (Attachment)

Failure to submit these required forms will result in the rejection of the proposal.

#### All proposals shall satisfy the Submission Requirements identified below.

Questions concerning this RFP shall be submitted in writing to:

Keystone Educational Collaborative
Attn: John Demanche, Collaborative Director
2 Shaker Road, D215
Shirley, MA 01464

Or they may be submitted by email to John Demanche, at jdemanche@kecg.org.

#### All questions must be received prior to the deadline listed in the Procurement Calendar of this RFP.

- The FLLAC Educational Collaborative may cancel this RFP, or reject in whole or in part any
  and all proposals, if the Collaborative determines that cancellation or rejection serves the best
  interest of the Collaborative, and may select the proposal that it deems to be in the best
  interest of the Collaborative.
- All the terms of the submitted proposal submitted in response to this RFP, including the price stated therein, must remain firm for one hundred eighty (90) days following the proposal opening.
- If on the date and time of the submittal deadline the Collaborative is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 5:00 P.M. on the next business day.
- Winning bidder will be required to sign off on a contract.

#### SUBMISSION REQUIREMENTS

- 1. Submission Deadline:
- 5. The Collaborative Director must receive <u>one (1) complete copy</u> of each proposal, with all attachments, on or before the submission deadline of <u>5:00 P.M. local time</u> <u>on Feb 16, 2022,</u> at the Office of the Collaborative, 2 Shaker Road, D215, Shirley, MA, at which time and place the proposals will be opened. For purposes of determining the timeliness of submissions, the clock in the Office of the Collaborative Director shall be considered official. All proposals must be labeled "Construction and Renovation: 360 Electric Ave" mailed or hand delivered to the following address:

Keystone Educational Collaborative
Attn: John Demanche., Collaborative Director
2 Shaker Road, D215
Shirley, MA 01464.

All proposals shall bear the name and address of each proposer.

- Proposals received by the Collaborative later than the Submission Deadline will be deemed non-responsive and will be rejected.
- All proposals will be date/time stamped as they are received, and the Collaborative's
  date/time stamp will be controlling. No proposals will be accepted after the time and date
  noted. Late delivery of materials due to any type of delivery system shall be cause for
  rejection.
- Telecopied, e-mailed, or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
- The Collaborative will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to the Collaborative's written request for such information or materials.

- These requirements will be strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by mail or other delivery service.
- Prior to the submission deadline, proposers may correct or modify or withdraw a proposal by written notice to the Collaborative Director at the address specified above. After the opening of proposals, a proposer may not correct or modify the price or any other provisions of its proposal in a manner prejudicial to the interests of the Collaborative or fair competition as determined by the Inspector General of the Commonwealth of Massachusetts. No proposer may withdraw his proposal for a period of one hundred eighty (180) days after the date and time set for the opening of the proposals.
- All proposals shall be unconditional.
- The Collaborative reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.
- The Collaborative reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the property proposed prior to award. The proposer's failure to cooperate with the Collaborative in this regard may result in rejection of the proposal.

#### RFP Requirements/Communications:

- It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by the Collaborative, whether the same are mailed to, or received by, proposer. As this RFP has been published on the Collaborative's website (<a href="www.kecg.org">www.kecg.org</a>), all proposers are responsible for checking the Collaborative's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.
- The Collaborative accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the Collaborative Director in the event this RFP is incomplete, or the proposer is having trouble obtaining any part of the RFP electronically through the Collaborative's website (www.kecg.org), including, and without limitation, the proposal form and attachments.

- Proposers with disabilities or hardships, who seek reasonable accommodations that may
  include the receipt of RFP information and/or addenda and/or modifications in an alternative
  format, shall communicate such requests in writing to the Collaborative. Under such
  circumstances, reasonable accommodation will be made by agreement.
- All questions or inquiries concerning this RFP must be made in writing to the Collaborative
  Director. All inquiries received by 12:00 P.M. local time, on Feb 11, 2022, will be
  considered. Questions may be delivered, mailed, or faxed. Written responses will be mailed
  or faxed to all applicants on record as having received this RFP. All answers to
  questions/inquiries will also be posted on the Collaborative website (www.kecg.org).

#### 3. Submission Requirements:

To be eligible for consideration, proposers must submit all of the following documentation, except as otherwise specifically noted.

#### 1. Authorization to Submit Proposal:

Proposals will only be considered if they are signed and submitted by: (a) the owner of the property, or (b) the owner's legally authorized agent or representative. If the proposer is not the owner of the property, the proposal must include written evidence of the proposer's authority to submit the proposal, such as a copy of a letter or other writing from the owner of the property, authorizing the agent or representative (as the case may be) to act on the owner's behalf.

#### Standards for Contractors

The collaborative is seeking proposals from bidders that have a minimum of <u>10 years</u> of commercial experience required to be deemed a responsible bidder.

Preference for bidders that have experience with the desired work within a public school or collaborative environment, as well as experience with municipal and nonprofit work.

Required state license as a commercial contractor with the desired discipline for the work.

Bidders will be able to provide references from similar projects completed upon request.

Bidders will be available to begin the project within the next 3 months and have the project completed within 4-6 weeks.

#### General Conditions to Contract

- Awarded bidder will prepare a progress schedule in conjunction with the collaborative's Director of Facilities and Executive Director.
- Contractor will allot the designated time required to become familiar with the site which should be identified in the progress schedule.
- All building permits will be secured by the Contractor.
- The Collaborative will be responsible for demolishing the current area and disposal of trash.
- The Contractor is responsible for inspections by regulatory authorities and safety responsibilities at site
- Collaborative and Contractor are aware that Prevailing wage law applies
- Personnel must have had OSHA training
- All contractors will be required to be CORI prior to working on school property
- Contractor has responsibility for all materials, disposal of trash, on-site storage, and neatness of the work site.
- Record-keeping requirements will be provided with itemized purchase order by the contractor for the project.
- General contractor cannot subcontract out work/is responsible for all work excluding if out of scope of the contractor (e.g. partition installation) which will be required to be communicated within the bid process.
- General contractor must always employ on-site superintendent
- Any questions and requests for changes in design or construction materials will be handled btw. the Contractor and the Executive Director. Any changes based upon the collaborative request deviating from the original estimate will be billed to the collaborative. The collaborative will be subject to restocking fees identified in the Contractor's contract.
- Contractor times that work can be performed will occur during regular business hours.
- Contractor shall provide evidence of insurance which indemnifies the Collaborative against any damage or injury claims related to work on the site.
- A 5% bid bond assuring the terms of the bid will be honored is required.
- 50% payment bond assuring all subcontractors and suppliers will be paid is required.
- Disputes between Collaborative and contractor will be addressed between the contractor and Executive Director. The terms of this Agreement will guide resolution of disputes.
- When completed, the Executive Director and Contractor will review the work to determine the Agreement has been fulfilled.

- Payment will occur on presentation of invoice. Payment may be held back for any
  expenses or damages incurred by the Collaborative because of the work.
- Statutory requirements (ie, prevailing wage) for public work shall be incorporated in this RFP.

#### Technical Specifications for the Work: materials, equipment etc

The Collaborative will consider the suitability of the proposed renovation specifications, including, but not limited to, factors related to the allotted space available for the modifications and renovations of such space to be meet ADA compliance and accessibility for our student population that utilize the designated site; structural factors associated with the preexisting location; as well as factors associated with pre existing utilities and location of desired location and the relative ease or difficulty of permitting the project at the proposed property.

At a minimum, the requested renovation shall satisfy the following specifications:

- Based upon the current structural footprint of two classrooms, which is estimated at about 360sqft of space be converted into two designated restroom areas. Restroom stalls and sinks must meet ADA compliance requirements with the following features.
- 5 stalls within each room will have 5 floor mount ADA toilets. All toilets will have sensor based flushometers
- All stalls will be PVC partitions floor to ceiling mount
- One stall will be ADA complainant 60 in stall and all remaining stalls will meet ambulatory requirements 47 inches wide.
- 5 wall mount sinks with sensor faucets
- Restroom floor drain
- A single changing area btw both restrooms with an installed handheld shower and floor drain.
- Floor drain installed in restroom
- Connection of pre-existing plumbing to the two adjoining restrooms.
- 42 in ADA turn around radius distance between stall and sink.
- 2 wall mounted urinals

#### **Fixtures for Projects**

The following fixtures are best estimated and does not include materials associated with all of the plumbing aspects of the job to join current piping to project.

- (11) American Standard Decorum wall sinks 18 x 20
- (11) American Standard Next Gen sensor faucet
- (11) Grid Drains
- (11) Traps w guards
- (1) Symmons wash down Faucet
- (3) Floor Drain with Trap Primer
- (9) Madera floor mounted ADA Toilets
- (2) American Standard Wash Brook Urinals
- (9) Sensor Flushometers
- (10) Plastic Open front seats
- (10) PVC wall to floor stalls
- (2) PVC urinal Dividers

## Contract that successful bidder will be required to sign

The Collaborative will utilize the winning bidder's contract with the authorization and consent to proceed with the identified work.

Statutorily required forms:

#### PROPOSAL TO PROVIDE CONSTRUCTION AND RENOVATION

#### TO THE

#### FLLAC EDUCATIONAL COLLABORATIVE

### ATTACHMENT A

#### **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Proposer	
Address of Proposer	
Telephone Number	
By:	_
(Signature)	
Printed Name	
Printed Title	
Date	

#### ATTACHMENT B

#### **CERTIFICATE OF TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C,§49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name	of Proposer	
Addre	ess of Proposer	
Telepl	none Number	
Ву:		
	(Signature)	
	Printed Name	
	Printed Title	
Date		

#### ATTACHMENT C

#### CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

- 1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
- 2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
- 3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Contract (pursuant to this RFP) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.

Name of Proposer	
Address of Proposer	
S.L., L., and N.L., L.	
elephone Number	
Sy:(Signature)	
Printed Name	
Duling A Chief.	D-4-
Printed Title	Date

#### ATTACHMENT D

#### CONFLICT OF INTEREST STATEMENT

The Proposer hereby certifies:

I hereby certify that the Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals. I also certify that the Proposer understands that the Proposer, its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Nam	ne of Proposer	<del></del>	
Add	ress of Proposer		
	phone Number		
_	(Signature)	<u> </u>	
5	Printed Name		
	Printed Title		Date

#### ATTACHMENT E

#### **CERTIFICATE OF CORPORATE PROPOSER**

Ι,	, certify that I am the	of the
	ser in the attached Proposal Form; that	
signed said Proposal Form o	n behalf of the Proposer was then	of said
Corporation; that I know his	/her signature hereto is genuine and that said Prop for and on behalf of its governing body.	
(Corporate Seal)		
Name of Proposer		
Address of Proposer		
Telephone Number		
Ву:		
(Signature)		
Printed Name		
Printed Title	Date	<b>3</b>

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

#### ATTACHMENT F

#### CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all State Office of Minority and Women Business Enterprise Assistance (SOMWBA) thresholds, as applicable, if they have been established in conjunction with this Contract Solicitation.

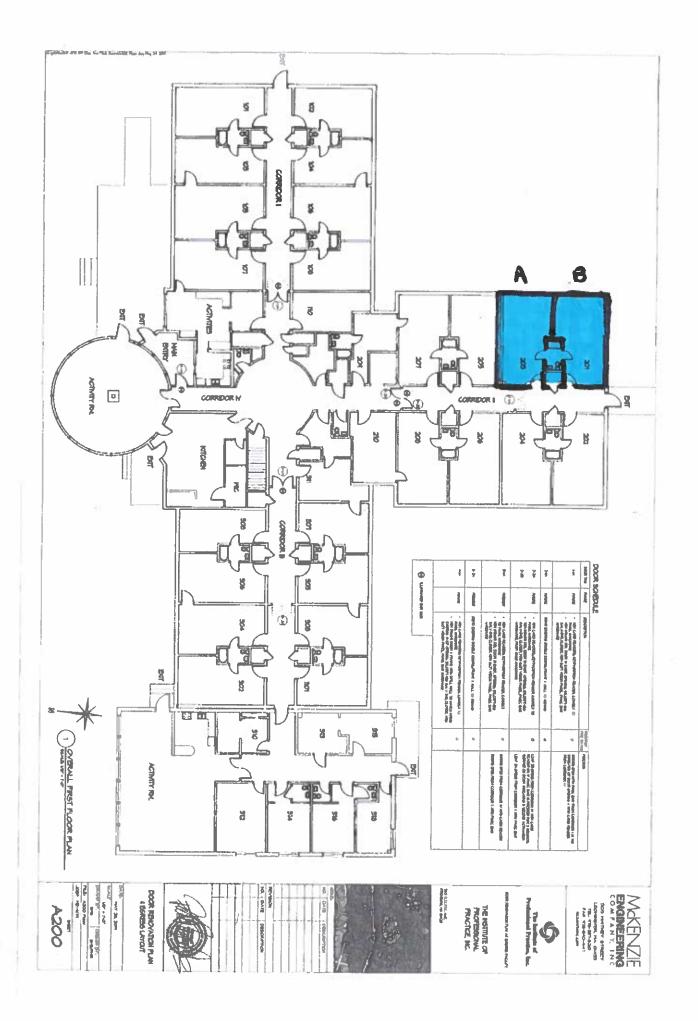
Nam	e of Proposer	
Addr	ress of Proposer	
Telep	phone Number	
Ву: _		
	(Signature)	
	Printed Name	
	Printed Title	
Date		

#### ATTACHMENT G

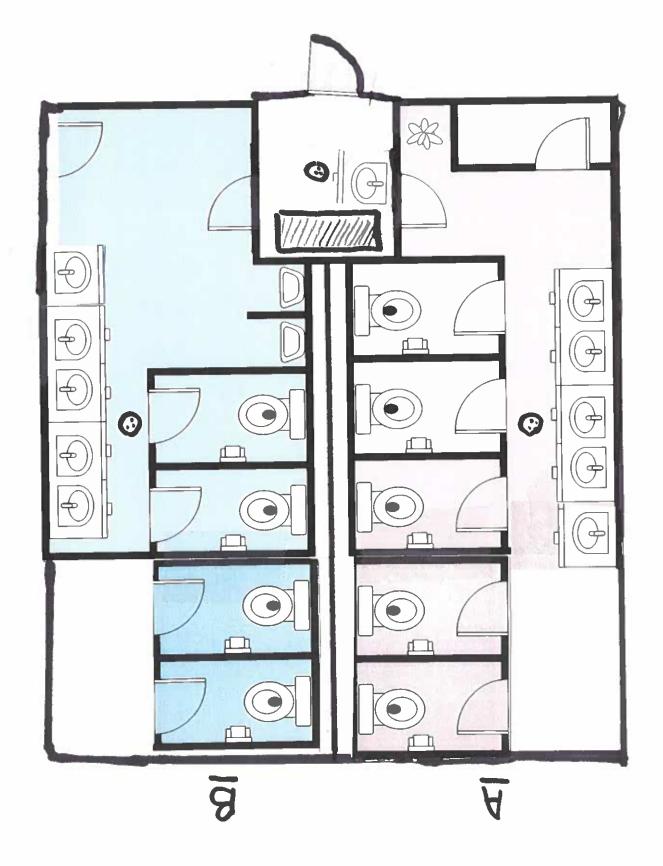
#### **CERTIFICATE OF NON-DEBARMENT**

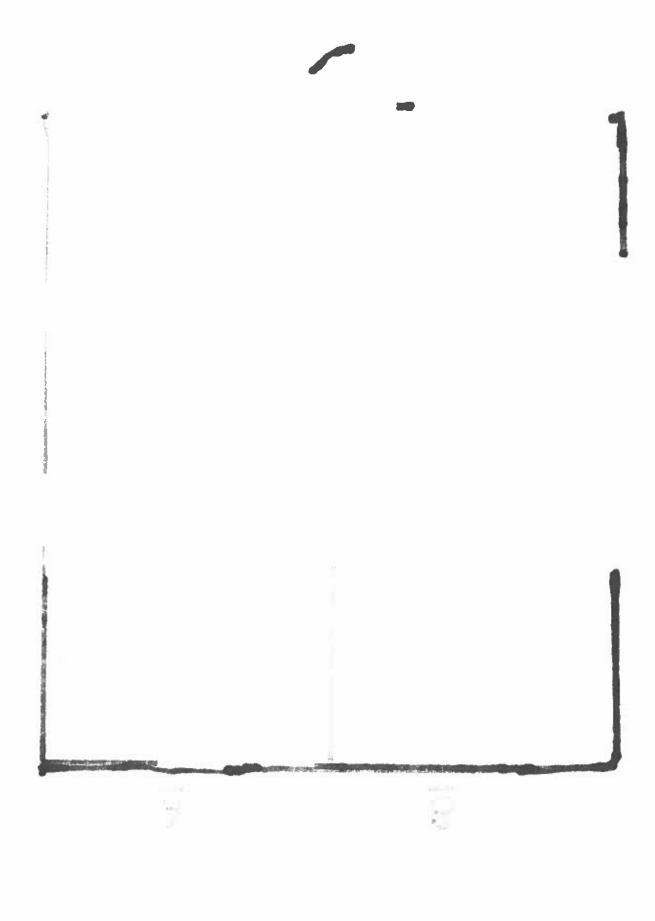
The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Collaborative within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer
Address of Proposer
Telephone Number
Ву:
(Signature)
Printed Name
Printed Title
Date









Toková v