

Fitchburg, Leominster, Lancaster and Clinton (FLLAC)
Educational Collaborative
DBA

**KEYSTONE EDUCATIONAL
COLLABORATIVE**

**REQUEST FOR PROPOSALS
FOR
INVITATION FOR BIDS
CONSTRUCTION or RENOVATION**

Contact	Collaborative Director, John Demanche
Address	2 Shaker Road, D215 Shirley, MA 01464
Telephone Number:	978-425-0310
Fax Number:	978-615-4775
Email	jdemanche@kecg.org

Procurement Calendar

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Publication	11/8/2023	
Deadline for Written Inquiries	11/15/2023	12:00 p.m.
Submission Deadline	11/22/2023	2:00 p.m.

KEYSTONE EDUCATIONAL COLLABORATIVE – REQUEST FOR PROPOSALS FOR REPLACEMENT OF EXISTING HVAC SYSTEM

I. INTRODUCTION

The Keystone 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 have installed an HVAC System suitable for use in 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 Worcester Telegram, 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 (www.kecg.org).

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 November 8, 2023.

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 renovations at 143 Joslin St., Leominster, MA to prepare the building for use as a school.

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. INSTRUCTIONS TO PROPOSERS

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 “HVAC System: 143 Joslin St”
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 Keystone 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's 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 2:00 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 **one (1) complete copy** of each proposal, with all attachments, on or before the submission deadline of **2:00 P.M. local time on November 22, 2023**, 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 "HVAC System:143 Joslin St" 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 (www.kecg.org), 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 Nov 15, 2023, 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).

III. 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 10 years 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 after start.

General Conditions to Contract

- Awarded bidder will prepare 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 site which should be identified in the progress schedule.
- All building permits will be secured by the Contractor.
- 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
- Contractor has responsibility for all materials, disposal of trash, on-site storage, neatness of work site.
- Record-keeping requirements will be provided with itemized purchase order by contractor for the project.
- General contractor cannot subcontract out work/is responsible for all work excluding if out of scope of 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 between 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 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.
- 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 (i.e., 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 meet structural factors associated with the preexisting location; as well as factors associated with pre existing utilities 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:

Installation of HVAC System suitable to meet the needs of the structure at 143 Joslin Street as renovated. Building specifications are available by request through the Executive Director, John Demanche at jdemanche@kecg.org

Fixtures for Projects

Preferred items include the following 3 units:

- Bryant® Preferred™ - 96% AFUE 4-Way Multipoise ECM Condensing Gas Furnace 2 Stage Variable Speed - 80K BTU/H
- Bryant® - Preferred™ - 3-Ton - Evaporator "A" Coil Cased Multipoise - Painted - 17" Wide
- Bryant® - Preferred™ - 3-Ton - 17 SEER Residential 2-Stage Air Conditioner Condensing Unit

Custom ductwork and installation shall be part of the proposal.

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 HVAC INSTALLATION
TO THE
KEYSTONE 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

Address of Proposer

Telephone Number

By: _____

(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

Telephone Number

By: _____
(Signature)

Printed Name and 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.

Name of Proposer

Address of Proposer

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the _____ of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal Form on behalf of the Proposer was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Proposal Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Proposer

Address of Proposer

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

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.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name and 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

By: _____
(Signature)

Printed Name

Printed Title

Date