

INSTRUCTIONS TO BIDDERS

RFQ # FY23-016 Design Services for Bathroom Renovation

NOTICE TO CONTRACTOR CLASSIFIED LEGAL ADVERTISEMENT

SPRINGFIELD INTERNATIONAL CHARTER SCHOOL DEPARTMENT OF BUILDING SERVICES & FACILITIES

General Bids Submission Deadline: 9:00 A.M. Wednesday March 22, 2023

The Category of Work is: <u>DESIGN SERVICES</u>

Project Name: FY23-016 Design Services for Bathroom Renovation

Project Location: Springfield International Charter School, 160 Joan St Springfield, MA 01129

Estimated Construction Cost: \$1,000,000.00

Design Services for Upper School bathrooms and locker rooms to be updated and renovated.

Each General Bid, including the bid deposit, shall be enclosed in a sealed envelope to the Business Office at Springfield International Charter School (SICS) by the General Bids Submission Deadline date on forms furnished by SICS and clearly identified as a bid, endorsed with the name and address of the bidder, telephone number and the project name.

The District reserves the right to waive any informality in or reject any or all Bids if it is in the public interest to do so.

Plans and Specifications will **ONLY** be available at <u>www.sics.org</u> from 03/08/2023 thru 03/22/2023 until 9:00 AM. Bid must delivered to:

Springfield International Charter School Business Office 1916 Wilbraham Road Springfield, MA 01129

by the General Bids Submission Deadline date above.

Pre-Bid Conference: A MANDATORY Pre Bid Conference will be held at 1:00PM on Wednesday 03/15/2023. Candidates should meet the Facilities Manager in the main office located at 160 Joan St, Springfield, MA 01129 to review and discuss project details. Please contact Tim Tynan, Facilities Manager at (413) 783-3434 ext. 0115. After attending the Mandatory Pre Bid Conference, all bidding questions must be submitted via email to ttynan@sics-mail.net.

MBW/WBE Contractors are encouraged to inquire about this project.

SPRINGFIELD INTERNATIONAL CHARTER SCHOOL

Bidding Documents must be obtained via www.sics.org website.

The filed subtrades for this project are as follows: (**not applicable**)

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Owner - Contractor Agreement unless the context clearly indicates otherwise.

SECTION I - BIDDER'S REPRESENTATION

- **1.1** Each general bidder or sub-bidder (hereinafter sometimes referred to as "Bidder) by making a bid or sub-bid (hereinafter sometimes referred to as "Bid") represents and warrants that Bidder has visited and examined the Site and the Contract Documents, that Bidder is familiar with the local conditions under which the Work is to be performed, that Bidder has correlated personal observations with the requirements of the Contract Documents, and that where the Contract Documents require, in any part of the Work, a given result to be produced, the Contract Documents are adequate and that Bidder will produce the required result within the Bid price and that the Bid is made in accordance therewith.
- **1.2** Failure to so examine the Contract Documents and the Site will not relieve any Bidder from any obligation under the Bid as submitted. SICS will not be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

SECTION 2 -- REQUESTS FOR INTERPRETATION

2.1 Any questions by prospective Bidders concerning interpretation of the Contract Documents must be made in writing to the Awarding Authority and should be in its possession at least three working days before the date set for the receipt of general Bids, or, if a question pertains to Item 2 filed sub-Bid work, at least three working days before the date set for the receipt of filed sub-Bids. The Awarding Authority will post any addenda or written interpretations on www.sics.org that it deems

necessary to Bidders at least 48 hours before the General Bids Submission Deadline Date. Bidders may NOT rely upon oral communications or interpretations from the Awarding Authority or the Designer and the Awarding Authority shall not be bound by them.

- **2.2** It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority on www.sics.org, by Bidder.
- **2.3** Wherever in the Contract Documents reference is made to Massachusetts General Laws, it shall be construed to include all amendments thereto effective as of the date of the issuance of the invitation to bid on the proposed work.

SECTION 3 -- PREPARATION OF BIDS

- 3.1 General Bids shall be submitted on the **Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (updated July 2016).**
- **3.2** All entries on the Bid form shall be typewritten or in **blue** ink.
- **3.3** Where so indicated on the Bid form, sums shall be expressed in both words and numerals. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the Bid sum expressed in words shall control unless the intention of the Bidder clearly is otherwise as determined by the Awarding Authority in its sole discretion.
- **3.4** The highest scoring firm will be determined on the basis of the submission.

SECTION 4 - SUBMISSION OF BIDS

4.1 Each General Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:

General Bid for:

<u>Project Title: FY23-016 Design Services for Bathroom Renovation – 160 Joan St Springfield, MA 01129.</u>

General Bidders name, business address, and telephone number.

4.2 Each General Bid shall be enclosed in a sealed envelope. All Bids must be received by the Awarding Authority at the address specified on page 1 of these Instructions to Bidders no later than the applicable date and time specified on page 1 of these Instructions to Bidders. Any Bid not received by the applicable deadline will not be accepted.

SECTION 5 - WITHDRAWAL OF BIDS; REJECTION OF BIDS

- **5.1** Any Bid may be withdrawn prior by emailing Anthony Jianaces at ajianaces@sics-mail.net prior to the **Deadline for filing General Bid date on page one.**
- **5.2** A Bidder may withdraw its Bid without penalty by emailing Anthony Jianaces at ajianaces@sics-mail.net at any time up to the time of Award as defined below in subsection 6.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred or a bona fide clerical or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical or mechanical error of a substantial nature was made may result in forfeiture of the Bid deposit.
- **5.3** The Awarding Authority reserves the right to waive any informality in or to reject any and all Bids if it is in the public interest to do so. Without limiting the foregoing, the Awarding Authority reserves the right to reject unit prices which it deems unduly high or unduly low as unbalanced.

SECTION 6 -- CONTRACT AWARD

- **6.1** "Award" means the determination, selection, and notification of the lowest, responsible and eligible Bidder by the Awarding Authority.
- **6.2** The Awarding Authority will award the Contract within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids in accordance with M.G.L. c.149 §44A.
- **6.3** The Contract will be awarded to the lowest responsible and eligible Bidder as determined by the Awarding Authority, except in the event of substitution as provided under M.G.L. c. 149, §§44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.

In determining responsibility the following qualifications, in addition to price will be considered by the Purchasing Agent

- The ability, capacity and skill of the bidder to perform the service required within the specified time.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the bidder with laws and ordinances relating to previous contacts with the District and to the bidders employment practices.
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- Whether the bidder is in arrears to the District in debt on contract or is a defaulter on surety to the District or whether the bidder's

- taxes or assessments are delinquent.
- The resale value of the subject of the contract.
- Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

- **6.4** As used herein, the term "lowest responsible and eligible Bidder" shall mean the general Bidder whose Bid is the lowest of those Bidders who, in the Awarding Authority's opinion, are ready, willing and able to comply with all requirements of the Contract Documents and demonstrably possess the skill, ability, and integrity necessary for the faithful performance of the Work, based on the determination of past performance and financial soundness under (i) M.G.L. c.149 §44A and following sections, (ii) the rules, regulations, orders, guidelines, and policies promulgated from time to time by the Commissioner of the Division of Capital Asset Management and Maintenance ("DCAMM") and (iii) any other relevant criteria that the Commissioner may prescribe.
- **6.5** Should the Contract Documents require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the Bidder's failure to submit such data an informality and to received said data subsequently within a reasonable time as set by the Awarding Authority, provided that no such ruling shall result in an unfair advantage to the Bidder.
- **6.6** The Awarding Authority also reserves the right to reject any sub-Bid if it determines that such sub-Bid does not represent the Bid of a person competent to perform the work as specified, or if fewer than three sub-Bids are received for a sub-trade, and the Bid prices are not reasonable for acceptance without further competition.
- **6.7** If the Awarding Authority decides to reject all general Bids or if the Awarding Authority does not receive any general Bids, the Awarding Authority may retain and use the sub-Bids received for a second opening of general Bids; provided, however, that there are no changes in the work involved for the subtrades for which the sub-Bids are so retained and used; and provided, further, that the Awarding Authority shall obtain the consent of each sub-Bidder included in any award of a general Contract made pursuant to the second opening of general Bids if such award is not made within ninety days, Saturdays, Sundays and legal holidays excluded, after the opening of such sub-Bids.

SECTION 7 - EXECUTION OF CONTRACTS

7.1 If a selected filed sub-Bidder fails, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a Subcontract by the general Bidder to which the Contract was awarded, to perform its agreement to execute a Subcontract in the form provided by the Awarding Authority with such general Bidder contingent upon the execution of the general Contract, and, if requested to do so by such general Bidder in the general Bid, to furnish a performance and a payment bond as stated in its filed sub-Bid, such general Bidder and the Awarding Authority shall select from the other filed sub-Bids duly filed with the Awarding Authority for such subtrade and not rejected the lowest responsible and eligible filed sub-Bidder at the amount named in its filed sub-Bid as so filed against whose standing and ability the general Contractor makes no objection, and

the Contract price shall be adjusted by the difference between the amount of such filed sub-bid and the amount of the sub-bid of the delinquent filed sub-Bidder.

7.2 Upon receipt of the Award, the General Bidder awarded the Contract shall submit three (3) properly executed original of each of the following documents prior to execution of the Contract by the Awarding Authority. All such documents shall be in the form prescribed by the Awarding Authority.

- Owner-Contractor Agreement
- Certificate of Corporate Vote
- Joint Venture Authorization (if appropriate)
- Payment Bond with power of attorney attached
- Certificates of Insurance evidencing coverage in amounts required by the Contract Documents
- Any other documents that the Awarding Authority may reasonably require in connection with the Contractor's execution of the Contract.

7.3 Please note that **no part of the General Contractor's work may be subcontracted without the prior written approval of the Awarding Authority**. If the General Contractor desires to subcontract any part of the Work, other than work covered by Item 2, filed sub-Bidders, the General Contractor must promptly forward to the Awarding Authority a list in triplicate designating the work to be performed and the name of each proposed subcontractor for approval by the Awarding Authority. Approved subcontractors are eligible for direct payments under M.G.L. 30, §39F, as amended. Material suppliers not involving site labor need not be submitted for approval.

ATTACHMENTS: Forms Used During Bidding

- A. Conflict of Interest Certification
- B. Acknowledgment of AddendaC. Affidavit of Non-Collusion
 - - D. Signature Page
 E. Certificate of Vote

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the District's Conflict of Interest terms stated in Article 33 of these Contract Documents.

BIDDER'S NAME:		
AUTHORIZED SIGNATURE: _		
TITLE:		
DATE:		
		Form B
	ACKNOWLEDEMENT OF ADDENDA	
The Bidder acknowledges all add	enda.	
Addenda No.	Date Issued	

NON-COLLUSIVE AFFIDAVIT

State of	County	
of		
		, being first duly sworn,
deposes and says that:		,, ,
(1) That he (she) is		
(1) ()	(Owner, Partner, Office	cer, Representative or Agent)
of the firm of		, the Bidder that has
submitted the attached		,,
(2) He (she) is fully info circumstances respec		d contents of the attached bid and of all pertinent
(3) Such bid is genuine a	and is not a collusive or sham bid;	
bidder, firm or person been submitted or to sought by unlawful a the price or prices in connivance or unlaw interested in the prop	n to submit a collusive or sham bid refrain from bidding in connection greement or collusion or communic the bid price or the bid price of any ful agreement any advantage against posed contract; and	red, connived, or agreed, directly or indirectly with any other in connection with the contract for which the attached bid has with such contract, or has in any manner, directly or indirectly, cation or conference with any other bidder, firm or person to fix other bidder, or to secure through any collusion, conspiracy, st Springfield International Charter School or any person er and are not tainted by any collusion, conspiracy, dider or any of its agents, representatives, owners,
		(Name)
		(Title)
Subscribed and sworn thisday of		
My Commission Expire	es	

The undersigned certifies under the penalties of perjury that:

- -- this bid is in all respects bona fide, fair and made without collusion or fraud with any other person;
- -- we are the only persons interested in this proposal;
- -- that it is made without any connection with any other person making any bid for the same work and without directly or indirectly influencing or attempting to influence any other person to bid to refrain from bidding or to influence the amount of the bid of any other person or corporation;
- --that no person acting for, or employed by, Springfield International Charter School is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.

As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that it shall comply with the provisions of the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program set forth in the General Conditions of the Contract.

Should the Contract Documents require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority.

Date	, 2023.
	(Signature of General Bidder)
	Dv
	By(Name of Person Signing Bid and Title)
	(Business Address)
	(City and State)
	(Telephone Number)
	(Facsimile Number)
	(E-Mail Address)

CERTIFICATE OF VOTE

I,, Clerk of_	
hereby cert	ify that, at a meeting of the Board
of Directors of said Corporation duly held on	
	, 2023
Date must be earlier than date of contract	,
at which a quorum was present and voting throughous passed and is now in full force and effect:	
"VOTED: That	
Name of Officer auto	horized to sign for Corporation
be and hereby is authorized, directed and empower this Corporation, to sign, seal with the corporate se all contracts, bonds and other obligations of the Co contract, bond or obligations by such	al, execute, acknowledge and deliver
Name of Officer	
the Clerk of the Corporation setting forth this vote	snall be delivered to the Springfield
International Charter School and that this vote shall and until the same has been altered, amended or revidirectors and a certificate of such later vote attested delivered to the Springfield International Charter Start I further certify that	I remain in full force and effect unless woked by a subsequent vote of such I by the Clerk of this Corporation is chool.
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International Charter School and that this vote shall and until the same has been altered, amended or revidirectors and a certificate of such later vote attested delivered to the Springfield International Charter School	l remain in full force and effect unless voked by a subsequent vote of such by the Clerk of this Corporation is chool.

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

SCOPE OF WORK

Part 1 – General

A. Intent

Springfield International Charter School requires the capital project to be designed, bid, awarded and then have the construction completed. The intent of this RFQ is to find a licensed, qualified architectural firm to provide the design services and construction documents that will be put out to bid by Springfield International Charter School, and also provide consultation throughout the construction phase of this projects.

B. Definitions

Owner: Springfield International Charter School

Designer: Engineering firm selected to perform this scope of work

Contractor: Contractor selected to perform the installation of the designed system

<u>Provide</u>: Design, Construction Bid Documents (plans & technical specifications), and

consultation during the construction phase

C. General Scope of Work

- Designer is to conduct an analysis of the current facilities and then create the plans and specifications in order to bid the projects. Prior to preparation of bid documents, the Designer will provided an estimated construction cost and schedule per bathroom and the District will select up to \$1,000,000 worth of work to be completed for construction.
- The intent of the project is to improve the bathrooms so that they are touchless and limit the spread of viruses. Plumbing fixtures are proposed to replaced; however, not relocated. The Designer will work with the District's Facilities Department should any exploratory cuts/excavations are required to verify the integrity of any wall, floor, ceiling, and plumbing infrastructure.

Designer will assist the District with the evaluation and review of bids received for construction of the designed system.

- Designer will perform construction phase services that shall include, but are not limited to, the approval of submittals, shop drawings, proposed change orders, and requests for information from the contractor.
- Designer will perform on-site inspections of all work completed by the Contractor to ensure it has been satisfactorily completed per the Construction Documents.
- Designer will assist and/or create a punchlist when the project is substantially complete and sign-off on the punchlist when all items have been completed.
- Designer will review Contractor's As-Built drawings and close-out documentation for accuracy.

D. Proposal Requirements

The District requires that each proposer follow the guidelines for proposal format and content so that the proposal evaluation and selection process can occur in an orderly, timely, and equitable manner.

- 1. At least five examples of designs of public construction projects in Massachusetts.
- 2. At least five examples of work completed on bathroom projects.
- 3. At least three examples of a bathroom renovation project in public and/or school buildings.
- 4. These examples must contain the project value, the timeline for each activity (design, construction, completion) and any other supporting information.
- 5. Possession of all required valid Massachusetts licensure(s) to perform contract
- 6. Complete Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (updated July 2016).

E. Content

The proposal must contain a detailed description of how the proposer would carry out the requirements set forth in the RFQ, including a schedule for the completion of each task. The information submitted must include, but should not necessarily be limited to, the following items:

- 1. A statement in concise terms of your understanding of the scope and work to be accomplished on this project.
- 2. The proposer must identify the persons who will be responsible for directing the work to be performed under the contract. For each individual with identified responsibilities, the proposer must include a statement of the percentage of his/her time that will be devoted to this project and a complete resume.
- 3. Background data on all sub consultant firms, including some or all of the disciplines below and other consultants considered appropriate, who will play a role in the project.
- 4. A company background statement to include:
 - a. Firm name:
 - b. Addresses and telephone numbers of all firm offices;
 - c. Structure of firm, i.e., sole proprietorship, partnership, corporation;
 - d. Size of firm;
 - e. Years firm has been in business:
 - f. Current financial statement and balance sheet;
 - q. Names of principals in firm;
 - h. Educational and experiential background of principals and those who will be working on the project;
 - i. Names of those in the firm who will be working on the project and copies of their licenses, registrations or certifications;
 - j. Qualifications for specific project;

- k. Name of owners of similar projects who can be contacted as references;
- I. Listing of contracts currently under contract;
- m. Listing of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to any work performed;
- n. All insurances that the firm has that would be applicable to the work, and;
- O. An explanation of how the firm provides quality control in each phase of the project.

Project Schedule

Request for Qualifications Available	March 08, 2023 at 9:00 a.m.
Deadline for Questions	March 19, 2023 at 5:00 p.m.
Proposals Due	March 22, 2023 at 9:00 a.m.
Distribute Proposals to Committee	March 22, 2023
Select Short List	March 24, 2023
Interviews and/or Recommendation	Week of – March 27, 2023

TECHNICAL REQUIREMENTS

This project is to renovate all existing Upper School Springfield International Charter School bathrooms and locker rooms so they are touchless in particular:

- All Fixtures, sinks, toilets & urinals
- Partitions should be replaced
- Door knobs
- Thresholds
- Plumbing
- Asbestos
- Walls
- Floors

The renovation must at a minimum also repaint all painted surfaces, remove existing tile where needed and either re-tile or create a new painted wall in its place.

FY23-016

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to departments described above the following materials which shall in all respects meet the attached specifications, as required during the terms mentioned above for the following prices:

THE DISTRICT WILL NEGOTIATE WITH THE HIGHEST SCORING FIRM

One (1) original, and One (1) electronic copy of your Technical Proposal to:

Anthony Jianaces SICS Bus. Office 1916 Wilbraham Road Springfield, MA 01129

Signature of Bidder	
Print Name and Title	
Company Name and Address _	
Telephone Number	
Email Address	

The name of the proposer and title of the project must appear on the outside front cover of each binder. Each page of the proposal must be numbered consecutively from the beginning of the proposal through all appended material.

GUIDELINES FOR DESIGN PROPOSAL REVIEW COMMITTEE

 $\label{lem:committee Member is responsible for independently ranking each preliminary proposal in accordance with the system below.$

	Highly Advantageous	Advantageous	Not Advantageous
I. Plan of Services Ratings will be based on the project approach and schedule. Particular attention will be given to the methods by which the candidate plans to complete all items in the Scope of Work.	Proposal includes a detailed, logical, and highly efficient scheme for addressing all of the required issues.	Proposal includes a credible scheme for addressing all of the required issues.	Proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to address all the required issues.
II. General Qualifications of Firm Particular attention will be paid to evidence of successful past performance and demonstrated financial stability.	Candidate has successfully completed multiple large and small scale projects and has a proven track record for completing projects on time, within budget, and on schedule. Candidate has demonstrated firm financial stability as evidenced in a financial statement.	Candidate has completed projects successfully and timely. Proposer has demonstrated financial stability.	Candidate has experienced difficulty in completing projects successfully. Candidate does not provide a financial stability.
III. Personnel & Resources to be Utilized Rating will be based on evidence that adequate qualified personnel are assigned to all phases of the project, and that sufficient resources are available.	The individual primarily responsible for the proposed project has substantially contributed to one or more similar projects as well as the engineering design for the renovation of similar buildings.	At least one individual from the proposed project staff has substantially contributed to similar projects and the engineering design for the renovation of similar buildings.	None of the project staff has substantially contributed to a similar project.
IV. Experience with similar projects. Rating will be based on experience providing professional services for similar renovation projects.	The firm has at least five years of design experience with similar renovation projects. The Proposal includes at least three examples of similar projects.	The firm has at least three years design experience with similar renovation projects. Proposal includes at least one example of a similar project.	The firm has less than three years' experience for this type of project.

V. Understanding Scope of	The proposal indicates	The proposal	The proposal indicates an
Work.	a thorough review and	indicates a sufficient	incomplete review and
Desirability of approach to	full understanding of	review and	vague understanding of
project(s).	the required Scope of	understanding of the	the required Scope of
	Work, and proposes a	required Scope of	Work.
	clear and	Work, and	
	comprehensive	documents the	
	approach.	proposed approach.	
VI. References.	The proposal indicates	The proposal	The proposal indicates
Strength and credibility of	five or more strong and	indicates three - five	less than two more
client references.	credible client	strong and credible	strong and credible
	references with contact	client references	client references with
	references with contact information.	client references with contact	client references with contact information.