

ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL
INVITATION FOR BID

Notice of Invitation For Bids For:
Elementary School HVAC Update Project to be completed June-August 2023
at Abby Kelley Foster Charter Public School

Bidders are invited to furnish the Abby Kelley Foster Charter Public School with project proposals for a turnkey upgrade to an aging HVAC system made up of **42 individual cabinet HVAC units, one chiller, and two boilers.** Funded almost entirely through a grant, the overall goal of the project is to install an HVAC system that is responsive to year-round temperature fluctuations within the school and provide more energy efficiency and greater overall control. This project will ensure our current HVAC has more computerized control with updated parts to ensure it will operate with more energy efficiency.

Background:

The Environmental Protection Agency recommends increasing ventilation with outdoor air and air filtration as important components of a larger indoor air quality strategy to improve the safety and health of students, educators, and any other building occupants.

In addition, any consideration and redesign of a school building's HVAC system should not ignore the long-term operational costs of mechanical systems and their impacts on their local environment. Therefore, another purpose of this project is to take steps forward to reduce environmental impacts of outdated and/or inefficient air handling systems at Abby Kelley, thereby reducing unnecessarily high utility costs and contributing to healthier and more comfortable environments for students and educators.

This project proposal should take into consideration retrofitting existing classroom units with updated parts/systems, including WiFi-compatible controller/interfaces compatible with existing equipment, temperature sensors/controllers, and/or computerized connection for proper regulation and control.

Project start date beginning June 2023; must be finished before mid-August 2023. A mandatory pre-bid conference and walk-through is scheduled for 10:00 a.m. on Thursday, February 23, 2023. All interested bidders shall meet at the main entrance to Abby Kelley Foster Charter Elementary School, 10 New Bond St., Worcester, MA, at 10:00 a.m., Tuesday, February 23, 2023.

Bids will be accepted at the AKFCS Business Office (located in Middle School), 10 New Bond St., Worcester, MA 01606, until 10:45 a.m. on Wednesday, March 8, 2023, at which time bids will be publicly opened and read aloud. In-hand deliveries shall be accepted only between the hours of 9:00 a.m. and 1:00 p.m., Monday through Friday, at the Abby Kelley Foster Charter Public Middle School, Attn: Business Office, 10 New Bond Street, Worcester, Massachusetts. Bid documents are available at www.akfs.org. All bids must be sealed and clearly marked: Elementary School HVAC Upgrade Project Bid.

Bids Due: 10:45 a.m. on Wednesday, March 8, 2023, followed by the bid opening at 11:00 a.m.

The contract shall be awarded to the bidder who submits the lowest responsible and responsive bid for this contract and who is determined by the Executive Director or his/her designee to be the most capable and reliable in providing services to meet the needs of the Abby Kelley Foster Charter Public School.

The School reserves the right to accept or reject any or all bids, or any part thereof, and to make such awards deemed to be in the best interest of the Abby Kelley Foster Charter Public School.

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ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL

Section A:
INFORMATION AND INSTRUCTIONS TO BIDDERS

Abby Kelley Foster Charter Public Elementary School, located at 10 New Bond Street in Worcester, Massachusetts, is seeking bids for an HVAC Update Project in the Elementary School.

1. Questions regarding the bid specifications must be submitted to the Director of Finance and Operations via email at arcarpino@akfcs.org no later than five days before the bid opening. Said questions shall be answered in writing and distributed to all bidders having received bid packages by addendum. All bidders shall acknowledge receipt of all addenda with their bid.
2. Interested parties shall submit bids for the entire scope of the project. The proposal is also to include a warranty period. In the event that the Charter for the School is revoked or not renewed by the Massachusetts Department of Elementary and Secondary Education, this Agreement shall automatically terminate, and the Contractor shall not be entitled to any additional payments. The School shall send written notice to the Contractor as soon as possible if the School has obtained notice that its Charter will be revoked or not renewed.
3. Bids will be accepted at the Abby Kelley Foster Charter School Business Office, 10 New Bond St., Worcester, MA 01606, until 10:45 a.m. on Wednesday, March 8, 2023, after which bids will be publicly opened and read aloud. In-hand deliveries shall be accepted only between the hours of 9:00 a.m. and 1:00 p.m., Monday through Friday, at the Abby Kelley Foster Charter School Business Office, 10 New Bond Street, Worcester, Massachusetts. All bids must be sealed and clearly marked.
4. A mandatory pre-bid conference and walk-through will be held at 10:00 a.m. Thursday February 23, 2023. All participants shall meet at the main entrance to the Elementary School, 10 New Bond St., Worcester, MA. Any additional information that is covered in the mandatory pre-bid conference will be distributed to all bidders having received bid packages by addendum. All bidders shall acknowledge receipt of all addenda with their bid.
5. The successful bidder shall enter into a written contract with the Abby Kelley Foster Charter Public School within fifteen (15) working days of award. Bidders shall review the contract and specifications and shall be presumed familiar with the contents. The Information and Instructions to Bidders and the Specifications are also incorporated and made a part of the contract.
6. The successful bidder shall provide evidence by a Certificate of Insurance, the following:
 - a. General Liability with a per Occurrence Limit of \$1 million; and an Annual Aggregate Limit of at least \$2 million.
 - b. Commercial Auto Liability with Combined Single Limits of \$1 million per Accident applicable to all owned, leased, hired, and non-owned vehicles of the Contractor.
 - c. Workers' Compensation that meets Massachusetts Statutory requirements with Employer's Liability Limits at a minimum of \$500,000.
 - d. Umbrella Liability with a minimum per Occurrence Limit of \$5 million.

7. Bidders must use bid forms provided with this bid package. Bids that are incomplete, improperly endorsed, or otherwise not in compliance with the requirements set forth herein may be rejected at the discretion of the School and in accordance with applicable law.
8. Bidders shall provide their bid price in the form of a scope of work for the entirety of the project as set forth in the attached form. The Price quoted by each bidder shall apply without change to any variation in said quantity actually experienced or applicable. The School shall have the right to increase and decrease said quantities.
9. If the bidder is a corporation, the bid shall be signed by an individual duly authorized to bind the corporation, as evidenced by a current Certificate of Corporate Vote with a seal affixed.
10. Except where specifically limited by this contract, the bid price shall be construed to cover all costs incurred by the bidder to perform the work required by the contract, including but not limited to labor, material, fuel, insurance, and replacement equipment.
11. The School reserves the right to accept or reject any or all bids, or any part thereof, and to make such awards deemed to be in the best interest of the Abby Kelley Foster Charter Public School.
12. The contract for The HVAC, Boiler/ Chiller upgrade/or any right, title, or interest therein may not be assigned by the contractor without the approval of the School. The contractor may not engage subcontractors, hire others to perform all or part of this agreement, nor otherwise delegate their obligations to perform under the contract without expressed written permission from the Executive Director of Abby Kelley Foster Charter School and/or his/her designee.
13. The School reserves the right to suspend or terminate this Contract in whole or in part due to the Contractor's bankruptcy filing and/or any other ethical, legal, or otherwise nefarious actions.
14. The School does not assume any responsibility for errors, omissions, or misinterpretations that may have resulted in whole or partly from the use of incomplete bid proposal and documents to include addenda. The bidder shall immediately report any ambiguity or inconsistency to the Director of Finance and Operations, which the bidder may discover upon examination of the bid document. The bidder shall submit any questions regarding intent or meaning in writing. The Director of Finance and Operations shall arrange an addendum which shall become part of the contract and specifications responding to all questions so received, and shall send a copy of the addendum to all bidders. Unless such action shall have been taken by the bidder and approval obtained, the bidder agrees with the specifications as written and described. The School will not be held accountable for any oral instructions.
15. Addenda will be issued by e-mail to all known bid recipients. It will also be posted on the Abby Kelley Foster Charter Public School website under District Offices - Bid Solicitations. No addenda will be issued within the immediate three (3) business day period prior to the date of receipt set for such bids, except an addendum which withdraws or otherwise postpones the date of the bid opening. The official notice of withdrawal or postponement shall be the reading of record at the time and date set for receipt of such bids. Addendum or addenda shall be acknowledged on the bid price form.

Section B:
REFERENCES AND CRITERIA FOR SELECTION

1. Each Bidder shall include in its bid three (3) references from existing or previous projects of equal size and complexity. References shall include the contact name, title, phone (cell if possible), address, and a description of the scope of services. The references will demonstrate that during the past three (3) years, the contractor has provided satisfactory Project completion/follow-through.
2. The School may, at its discretion, require information regarding the bidder's financial stability.
3. The successful bidder shall be selected based upon the School's determination of the lowest responsible and responsive bidder and who is determined by the Executive Director or his/her designee to be the most capable and reliable in providing an updated, energy efficient solution to the Elementary School HVAC system, who meets the requirements and regulations [set forth in the FY2023 Fund Code 209 Improving Ventilation and Air Quality in Public School Buildings Grant](#). Abby Kelley Foster Charter Public School, the references, its compliance with the requirements set forth in this bid package (see Contract Bid Form Checklist), its financial stability, and evidence of its cooperation, professionalism and competence in working with school officials and others through this bidding process. The School also reserves the right to consider its own experience with a bidder substantially as it would a third-party reference. This Contract shall not be awarded to a bidder who is not properly equipped to undertake and complete the services required.

Section C:
SPECIFICATIONS: SERVICES REQUIRED

1. The contractor shall provide all equipment, labor, and materials required to perform all necessary project work as described in Appendix A.
2. It is the Contractor's responsibility to hire subcontractors as needed, e.g., Electrician, Plumbing, concrete/masonry coring/drilling for complete and proper installation and function of all systems.
3. Contractor will inspect Property for pre-existing damage and submit a report detailing all pre-existing damage within 10 days of contract award.
4. Contractor is required to repair any damage to property resulting from contractor work before final payment.
5. Remove and legally dispose of items removed during the project Scope of Work and the selected Contractor must properly dispose of all debris and leave the areas of work in broom clean condition.
6. Contractor to provide a warranty period as part of the final agreement.
7. Contractor to complete all work, inspections, and relevant testing at least one week prior to school reopening in mid-August 2023.
8. After all the final tests and adjustments have been completed, fully instruct the proper Owner's Representative in all details of operation for the equipment installed. Supply qualified personnel to operate equipment for a minimum of one hour to assure that the Owner's representative is properly qualified to take over operation and maintenance procedures.
9. Furnish one electronic and one paper copy, in hard binder, of an Operations and Maintenance Manual. The manual shall include:
 - Description of systems;
 - Manufacturer's installation and operation manual for each piece of equipment;
 - Schedule of adjustment, care and routine maintenance;
 - List of recommended spare parts;
 - Copies of all test reports;
 - All warranties for materials and equipment;
 - All certificates of approval from applicable agencies for systems installed;
 - Contact information for any manufacturer warranty issues after;
 - Any additional necessary information based on the project completed.

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SECTION D.

CONTRACT BID FORM

PLEASE USE THE FORM BELOW AS A POINT OF REFERENCE AND AN EXAMPLE FOR PROJECTED COSTS SPREADSHEET:

It is recommended to detail and/or list all parts, phases, components, and/or systems to be upgraded separately to ensure a clear understanding of the overall total project cost. For example:

42 Carrier HVAC units Upgrade, Parts and Labor Price \$ _____

2 Burnham Boilers system Upgrade, Parts and Labor Price \$ _____

1 Trane Chiller system Upgrade, Parts and Labor Price \$ _____

Additional Components, Parts and Labor Price \$ _____

TOTAL PROJECT COST: \$ _____

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SECTION E
CONTRACT BID FORM
HVAC UPGRADE PROJECT Cost

GRAND TOTAL PROJECT COST

\$ _____

The Grand Total Project Cost will be the Basis for the Award.

Date: _____

Name of Bidder: _____

Signature of Bidder: _____

Addenda Acknowledgement:

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Section F:

HVAC UPGRADE PROJECT

CERTIFICATE OF AUTHORITY

(to be completed if the bidding entity is a corporation)

At a duly authorized meeting of the Board of Directors of the _____ held on _____
(Name of Corporation)

_____ at which all the Directors were present or waived notice, it was voted that
(Date)

_____ of this company be and is hereby
(Officer and Title)

authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such

_____ under seal of the company shall be valid and binding upon this company.
(Officer)

A TRUE COPY,

ATTEST: _____

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)

that _____ is the duly elected _____ of
(Name of Officer) (Title)

said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____

ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL
Section G:
HVAC UPGRADE FOR ELEMENTARY SCHOOL PROJECT BID
BIDDER CHECKLIST

1. CONTRACT BID FORM
(INCLUDING ADDENDA ACKNOWLEDGEMENT)
2. CERTIFICATE OF AUTHORITY (if bidder is a corporation)
3. REFERENCE LIST