

TOWN OF WILBRAHAM
240 Springfield Street
Wilbraham, Massachusetts 01095

BOARD OF SELECTMEN

Robert W. Russell
Robert J. Boilard
Carolyn F. Brennan
selectmen@wilbraham-ma.gov



TOWN ADMINISTRATOR

Nick Breault
Phone: (413) 596-2800
nbreault@wilbraham-ma.gov

LEGAL NOTICE

Invitation For Bids

Architectural and Engineering Inspection Services

The Town of Wilbraham, acting by and through its Board of Selectmen, invites qualified architectural and engineering firms (Bidders) to respond to an Invitation For Bids (IFB) to inspect and evaluate seventeen (17) town buildings, including structural conditions, foundations, exterior and interior envelope, HVAC and associated control systems at an ASHRAE Level II standard, health and safety concerns, exterior doors and windows, roofing, electrical, water supply and drainage systems, septic systems, conformance with ADA, kitchen equipment, interior and exterior lighting, generators, fire detection/suppression systems, exit and emergency lighting systems, intercoms, telephone communication systems, security systems, pavement and drainage and to prepare a report on said buildings for use by the Capital Planning Committee in updating the town's multi-year Capital Improvements Plan.

The IFB is subject to MGL C. 30B, and may be obtained beginning on 3:00 PM March 17, 2021 from the Board of Selectmen's Office, 240 Springfield Street, Wilbraham, MA 01095, (413) 596-2800; and on the Town of Wilbraham website at www.wilbraham-ma.gov. A walk through and question and answer session for Bidders is scheduled for Wednesday, March 31, 2021 at 10:00 AM. The deadline to submit bids is Wednesday, April 14, 2021 at 2:00 PM in the Board of Selectmen's Office. Bids will be opened and recorded at approximately 2:05 PM in the Selectmen's Meeting Room and via Go To Meeting. The Board of Selectmen, upon consideration of recommendations from an ad hoc committee, shall award the contract to the responsive and responsible Bidder with the lowest price bid. The Board of Selectmen reserves the right to reject any or all bids, to waive informalities, or to issue new bids, as deemed in the interest of the Town.

--Board of Selectmen

INVITATION FOR BIDS
ARCHITECTURAL AND ENGINEERING INSPECTION SERVICES
TOWN OF WILBRAHAM, MASSACHUSETTS

I. SCOPE OF WORK

A. The Town of Wilbraham invites qualified architectural or engineering firm to submit responses to this Invitation For Bids (IFB) to inspect and evaluate the buildings listed in I (C), and including accessory buildings; for structural conditions, foundations, exterior and interior envelope, HVAC and associated control systems at an ASHRAE Level II standard, health and safety concerns, exterior doors and windows, roofing, electrical, water supply and drainage systems, septic systems, conformance with ADA, kitchen equipment, interior and exterior lighting, generators, fire detection/suppression systems, exit and emergency lighting systems, intercoms, telephone communication systems, security systems, pavement and drainage; and to prepare a report on said buildings for use by the Board of Selectmen and the Capital Planning Committee in updating the town's multi-year Capital Improvements Plan (CIP). The successful firm will prepare a formal report to the Board of Selectmen discussing the condition of each building with recommendations and a schedule of repairs, renovations or replacements over a multi-year period, including cost estimates. The multi-year periods should be in intervals of 1, 5, and 10 years.

B. This IFB is being conducted subject to MGL c. 30B. An ad hoc review committee established by the Town Administrator shall review bids and make a recommendation for Award to the Board of Selectmen. The Board of Selectmen shall award the contract to the responsible and responsive firm submitting the lowest price Bid. The Board of Selectmen reserves the right to reject any or all Bids, to waive informalities, or to issue a new IFB, as deemed in the interest of the town.

C. The report of the inspections and evaluations shall include the following buildings:

1. Town Office Building, 240 Springfield Street
2. Fire Station #1, 2770 Boston Road
3. Fire Station #2, Woodland Dell
4. Police Station, 2780 Boston Road
5. Information Technology/Facilities Maintenance Building, 16 Main Street
6. Public Works Building and other structures, 2721 Boston Road
7. Soule Road School, 300 Soule Road
8. Wilbraham Middle School, 466 Stony Hill Road
9. Memorial Elementary School, 318 Main Street
10. Mile Tree Elementary, 466 Stony Hill Road
11. Stony Hill Elementary School, 675 Stony Hill Road
12. Public Library, 2 Crane Park Drive
13. Little Red School House (Public Access TV Station), 26 Springfield Street
14. Pavilion and other structures at Spec Pond, Boston Road
15. Children's Museum, 678 Main Street
16. Old Meeting House, 450 Main Street
17. Country Club, 859 Stony Hill Road

D. A preliminary report describing the final evaluations stipulated in I(A) for Memorial School I(C)(9), shall be issued to the Town no later than July 2, 2021. The Final Report on all 17 properties I (C)(1-17), shall be issued to the Town no later than August 6, 2021.

II. QUALITY REQUIREMENTS

A. Timeline: The following timeline is applicable to this IFB. All times are EDT.

1. The IFB may be obtained beginning on 3:00 PM March 17, 2021 from the Board of Selectmen's Office, 240 Springfield Street, Wilbraham, MA 01095, (413) 596-2800; and on the Town of Wilbraham website at www.wilbraham-ma.gov.
2. A walk through and question and answer session for Bidders is scheduled for Wednesday, March 31, 2021 at 9:00 AM. This session will begin at the Town Office Building, 240 Springfield Street. Bidders are not required to attend this walk through session to submit a Bid.
3. Questions regarding the Bid may be submitted in writing until April 5, 2021 at 4:30 PM. Questions or inquiries regarding this Bid should be addressed to Nick Breault, Town Administrator, at the above address or by telephone at (413) 596-2800 extension 103, or via email at nbreault@wilbraham-ma.gov
4. Questions will be answered via the posting of Addenda on the Town's website www.wilbraham-ma.gov. The Town shall make a good faith effort to answer all questions, but shall not be obligated to do so. Addenda shall be posted no later than April 8, 2021 at 6:00 PM. It shall be the responsibility of the Bidder to review any Addenda posted.
5. Bids will be accepted at the Board of Selectmen's Office, Wilbraham Town Office Building, 240 Springfield Street, Wilbraham, MA 01095 until **Wednesday, April 14, 2021, at 2:00 p.m.** Bids will be opened and recorded at approximately 2:05 p.m. in the Selectmen's Meeting Room. The Bid opening will be available to the public via in-person or virtual attendance. The method of attendance will be announced as an Addendum.
6. The Board of Selectmen intends to make an Award during an open meeting on or about April 26, 2021. In the event the Bid Award is not made on April 26, all Bidders that submit a Bid shall be notified of the new date of Award via email as soon as is practicable, but no later than 48 hours prior to the new date of Award.

B. Bids shall contain all information necessary for the Town of Wilbraham to determine that the Bid meets the minimum criteria (detailed below) and to allow the Town of Wilbraham to effectively evaluate the Bid.

C. Submitted Bids shall include one paper original and two paper copies of the Bid, and one electronic version on a thumb drive, or similar electronic storage device. Bids must be signed by an authorized representative. The envelope shall be marked with the firm or individual's name, and the words **"Wilbraham Architectural and Engineering Inspectional Services 2021."**

D. Each Bid shall contain:

1. A comprehensive point-by-point response to all items listed under Scope of Work, Quality Requirements, and General and Special Provisions.
2. Written evidence of the firm's capability to successfully complete the Scope of Work. Evidence may include references to:
 - a. Similar studies conducted for other Massachusetts municipal entities; similar studies conducted for other New England municipal entities;
 - b. Similar studies conducted for other Massachusetts public entities (e.g. Educational Institutions; Massachusetts Public Agencies);
 - c. Similar studies conducted for other Massachusetts non-profit entities; similar studies conducted for other Massachusetts private entities;
 - d. **The minimum quality requirement is to provide evidence of having conducted two studies in any combination of the three categories listed in this section in the past ten years.** For example: A similar study conducted for a Massachusetts municipality in 2012, and a similar study completed for a Massachusetts Public Agency in 2016; or two (separate) studies conducted for Massachusetts municipalities in 2015; or one similar study conducted for a Connecticut municipality in 2018 and one similar study conducted for a Connecticut non-profit entity in 2019; etc.
 - e. Contact information of the entities listed must be provided. Copies of studies may be submitted but are not required.

E. A description of the approach manner in which the individual or firm will fulfill the Scope of Work as outlined in Section I of this IFB. This description must incorporate the timeline described in the Scope of Work, section I (D).

F. Submission of a price proposal as found in Appendix A to this IFB, "Appendix A, Price Proposal."

G. The Town reserves the exclusive right to reject any or all Bids, in whole or in part, to waive minor informalities, and to accept the proposal and award a contract as deemed in the best interest of the Town of Wilbraham.

III. GENERAL AND SPECIAL PROVISIONS

A. This IFB is being conducted subject to MGL c. 30B. The consideration of all Bids and subsequent selection of the successful individual/firm shall be made without regard to race, color, gender, age, physical ability, religion, sexual orientation, political affiliation or national origin.

B. The Town reserves the right to reject any or all Bids and to waive any informality in a Bid if it determines such action to be in the best interest of the Town. A contract shall be awarded to the firm or individual determined to be the most responsible and responsive, and offering the lowest price.

- C. Services provided by the successful individual/firm shall be rendered through a professional services contract with Terms and Conditions as substantially provided for in Appendix B of this IFB, "Professional Services Contract."
- D. The successful individual/firm shall not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Town.
- E. The selected individual/firm must provide shall provide proof of standard errors and omissions/liability insurance in the amount of \$1,000,000 naming the Town as the certificate holder and an additionally insured, upon execution of a contract.
- F. The selected individual/firm shall be expected to comply with all applicable federal and state laws in the performance of services.
- G. The selected individual/firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (M.G.L. Chapter 152).
- H. All quotes must be guaranteed to the Town of Wilbraham for a period of ninety (90) days from the submission deadline date. It is anticipated that a contract will be awarded and the project completed within this timeline.
- I. The Town assumes no responsibility for late submissions due to mail, courier or delivery problems of any kind; and shall not be responsible for any costs incurred for the preparation or submission of a quote.

APPENDIX A: PRICE PROPOSAL

Consulting Firm and Contact Information (contact name, address, e-mail, telephone):

Authorized Signature: _____

TOTAL FEE FOR ALL SERVICES: \$ _____

TOTAL FEE FOR ALL SERVICES SPELLED OUT IN WORDS:

Proposed Fee Payment Schedule: List dates/Milestones and relevant Fees*

	\$ _____
Date/Milestone	Fee
	\$ _____
Date/Milestone	Fee
	\$ _____
Date/Milestone	Fee
	\$ _____
Date/Milestone	Fee

*The total of all "Milestone" fees shall not exceed the Total Fee for All Services. Milestone schedule shown is an example. Bidders may propose their own specific Milestone schedule.

APPENDIX B: PROFESSIONAL SERVICES CONTRACT

Professional Services Agreement

Between **THE FIRM**

and the

Town of Wilbraham, Massachusetts

Wilbraham Architectural and Engineering Inspectional Services

PARTIES TO THE AGREEMENT

THIS AGREEMENT, is made on April XX, 2021 by and between (Firm Name) hereinafter called the **FIRM**, and the **Town of Wilbraham**, a Massachusetts municipal corporation, hereinafter called the **CLIENT**, with a legal place of business at 240 Springfield Street Wilbraham, MA 01095, for the provision of professional consulting services in accordance with Town's Invitation For Bids for Architectural and Engineering Inspectional Services, and the Bid in response to said IFB submitted by THE FIRM, dated xx, 2020, which is attached hereto as Exhibit B and incorporated herein by reference

GENERAL TERMS AND CONDITIONS

Mutual Representations

- 1) The **FIRM** has no liens or encumbrances which would adversely affect the ability of the **FIRM** to perform as stipulated under this agreement, its terms and conditions.
- 2) The **FIRM** certifies that it is in full compliance with all laws relating to taxes and to contributions and payments in lieu of contributions. The tax identification number for THE FIRM is _____.
- 3) The **FIRM** certifies that no official or employee of the **CLIENT** has a financial interest in this proposal or in the contract with the **FIRM** or in the expected profits to arise therefrom.
- 4) The **FIRM** certifies that it has not been debarred or suspended, nor will it contract for supplies from a debarred or suspended subcontractor on any public contract.
- 5) The **FIRM** certifies under penalties of perjury that this quote 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.
- 6) The **FIRM'S** consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project.
- 7) The **FIRM** retains the right, and upon thirty (30) days written notice, to remove from the project any of its consultants which it believes can no longer suitably perform under its obligations to this Agreement or any Supplement to it.
- 8) The **CLIENT** represents that sufficient funds have been appropriated so it may retain and compensate the **FIRM** for the services provided for herein.
- 9) The **CLIENT'S** representative is authorized to enter in to this agreement on behalf of the **CLIENT**.
- 10) The **CLIENT** is aware of no action, contemplated action, liability or other encumbrance that would limit or otherwise preclude the **CLIENT** from freely entering into this Agreement and compensating the **FIRM** for the services provided and as further defined in the Supplement(s).
- 11) The **CLIENT**, upon thirty- (30) days written notice and for cause, may request the **FIRM** to remove or replace any of its consultants except the principle responsible for the specific scope of work defined in the Supplement.
- 12) The parties mutually agree to deal with each other in a reasonable and forthright manner to bring about a successful conclusion to the services and/or projects undertaken.

- 13) It is understood and agreed upon by the parties that failure of the Client to implement the recommendations contained in the Firm's final report is not cause for failure to make full payments in accordance with the fee for consulting services as stated in Section V of this Agreement.

ADMINISTRATION

In all cases when the **FIRM'S** services are retained in addition to that specified in Section IV of this Agreement, a written Supplement to this Agreement must be prepared which defines the scope of services to be retained and provided, and the billing rates or amounts to be charged by the **FIRM** to the **CLIENT**. Supplements must be executed by the authorized representatives of the respective parties before any billable work being undertaken. The Supplement(s) shall identify:

- 1) The **FIRM'S** principal consultant responsible for the successful delivery of services and/or project completion and the **CLIENT'S** contracting official(s) or officer(s).
- 2) The specific details of the work to be performed.
- 3) The **FIRM'S** consultants to be assigned.
- 4) The basis upon which the **FIRM'S** services are being retained including the cost per task, cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided.
- 5) The **CLIENT'S** contact person responsible for administering the Supplement, activities or project and the associated reporting requirements.
- 6) Any special or other conditions such as time deadlines, special reporting requirements, budget limitations or other similar constraints.

FEES AND CHARGES

- 1) Upon completion of the Professional Consulting Services Supplement and the Scope of Services identified in Section IV below the **FIRM** shall invoice the **CLIENT** during the second week of the month following completion of said work, unless otherwise specified and agreed. The **FIRM** shall provide a detailed description of the Task(s) performed in the form of a written report. The **CLIENT** will make payment within thirty (30) days of receipt of the invoice unless otherwise agreed.

THE FIRM Consulting Company: Professional Consulting Services Supplement

- I. **Project:** Wilbraham Architectural and Engineering Inspectional Services
- II. **Client:** Board of Selectmen, Town of Wilbraham, Massachusetts

Client's Project Representative(s):

Nick Breault, Town Administrator
Sam Boyd, Facilities Manager
John Walsh, Building Inspector

- III. **Project Consultants:**

IV. Scope of Work

The project shall be completed as proposed by the **FIRM** in its **Bid dated Xx, 2021, and the Town's Invitation For Bids**, copies of which are attached as a part of this Agreement.

V. Architectural and Inspectional Services Fee

The professional fee for this project shall be \$_____. Fees will be invoiced upon the completion of the project as set forth above under "Fees and Charges."

This fee represents all costs associated with the completion of the specified consulting services including all consulting fees, clerical support, travel, printing, and other incidental project-related expenses.

IN WITNESS WHEREOF, the parties to these presents has executed this Contract in the year and day first above mentioned.

For THE FIRM COMPANY:

Signature

Date

Printed Name & Title

For the CLIENT:

Signature

Date

Chairman, Board of Selectmen

Signature

Date

Board of Selectmen

Signature

Date

Board of Selectmen

CERTIFICATIONS TO BE SUBMITTED WITH BID

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.

Business Name: _____

Business Address: _____

Signature of authorized person: _____

Title:

Date:

Corporate

ATTEST: _____

SEAL

CERTIFICATE OF TAX COMPLIANCE

Pursuant to GL c. 62C, section 49A, I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Business Name: _____

Business Address: _____

State Identification Number (or SSN or Federal ID): _____

Signature of authorized person: _____

Title:

Date:

Corporate

ATTEST: _____

SEAL