

**COTUIT FIRE DISTRICT
PRUDENTIAL COMMITTEE**



**REQUEST FOR QUOTES
COTUIT ELEMENTARY SCHOOL FEASIBILITY STUDY**

**ISSUED: MONDAY, JANUARY 6TH, 2025 @9AM
DUE: TUESDAY, JANUARY 21st , 2025 @ 11AM**

EMAIL TO:

**COTUIT FIRE DISTRICT
PRUDENTIAL COMMITTEE
ATTN: MARK LYNCH**

markwilliamlynch@yahoo.com

**COTUIT FIRE DISTRICT
PRUDENTIAL COMMITTEE**



**REQUEST FOR QUOTES
FOR
COTUIT ELEMENTARY SCHOOL FEASIBILITY STUDY**

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Section 1

INTRODUCTION

The Cotuit Fire District, acting through the Cotuit Prudential Committee, is seeking proposals for design services for a feasibility study to aid in determining the future of the Cotuit Elementary School. The Feasibility Study will include the development and evaluation of the potential rehabilitation or demolition alternatives identified by the Fire District. The primary goals of the feasibility study are to identify reasonable cost estimates for each alternative and to present these results at a public meeting to the voters of the District.

At this time, there is no estimated construction budget for the potential project(s). The Fee for Basic Services with the Design Firm will be negotiated.

Technical Assistance

The Cotuit Prudential Committee has identified a sole point of contact with bidders for the purpose of this RFP. Any attempt to contact any other individual or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process. All questions regarding this RFP and the selection process shall be directed in writing to Mark Lynch.

All questions regarding this RFQ and the selection process shall be directed in writing, by email, no later than **5pm on January 15th, 2025 to:**

Mark W. Lynch
markwilliamlynch@yahoo.com
With a copy to:
Jannelvy Martinez
mjannelvy@gmail.com

Anticipated Timeline

RFQ Issued	Monday, January 6th, 2025
Deadline for submitting questions	Wednesday, January 15th, 2025
Proposals Due	Tuesday, January 21st, 2025 before 11AM
Award of Contract	January 2025
Anticipated Study Completed	March 2025

Section 2

GENERAL INSTRUCTIONS AND CONDITIONS

The email the Proposal and Quote no later than **11AM on January 21st, 2025** (late submissions will not be considered) to:

**EMAIL TO:
COTUIT FIRE DISTRICT
PRUDENTIAL COMMITTEE
ATTN: MARK LYNCH**

markwilliamlynch@yahoo.com

The proposal should be in a format where the selection committee can easily find the information needed to evaluate the proposal with the following sections:

1. Letter of application – statement of interest
2. Firm history, background and organizational structure
 - a. Firm name, address and telephone number
 - b. Year the firm was founded
 - c. Organizational structure
 - d. List of names and titles of firm officers
3. List of all personnel to be assigned to the project and their qualifications
 - a. List of firm's key project personnel, their qualifications and estimated percent of time commitment to the Cotuit Elementary School Project
4. Project approach and work plan, including proposed project timeline
 - a. Outline of project approach and work plan
 - b. Proposed project timeline
5. Examples of work, including relevant Massachusetts experience
 - a. Relevant Massachusetts school design and construction experience/client references
 - b. Executive summary of three (3) school feasibility or master plan studies completed within the past five (5) years
6. References
 - a. Three (3) references of relevant Massachusetts feasibility or master plan experience

Contract Award

The Cotuit Fire District will follow the guidelines of M.G.L. Chapter 7C, and will select the responsive and responsible proposer(s) submitting the most advantageous proposal, taking into consideration the proposer's qualifications, staff capacity, references and plan for providing the services as well as the proposal price.

Exceptions to the RQ

All exceptions to this RFQ shall be clearly identified and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the committee, and a description of the advantages to be gained by the committee as a result of these exceptions.

Incurring Costs

The Cotuit Fire District shall not be liable for any cost incurred by proposers in preparing, submitting or presenting proposals, or in satisfying any demonstration or other requirements.

The Cotuit Fire District shall not reimburse any costs incurred by proposers in anticipation of being awarded the contract under this RFQ.

The Cotuit Fire District shall not accept billings for additional costs except as may be otherwise specified in this RFQ or the Agreement pursuant hereto.

Responsibilities of Prime Contractor

The successful proposer shall be considered as the prime contractor and shall be required to assume total responsibility for all billing and mailing services offered in its proposal, whether or not it is the manufacturer, producer, author or supplier of them.

The Cotuit Fire District shall consider the successful proposer to be the sole point of contact with regard to all contractual matters, including the performance, services of and the payment for services rendered.

Proposals Considered “Firm”

All proposals received by the Prudential Committee in response to this RFQ shall be considered “firm” and may only be withdrawn as provided by M.G.L. Chapter 30B. Any proposer wishing to withdraw its proposal prior to the date and time specified in this RFP for submission shall send an email to **Mark Lynch, markwilliamlynch@yahoo.com**, advance of such withdrawal.

Firm Price

Prices offered by the proposer shall be firm and not subject to increase during the term of any contractual agreement arising between the Cotuit Fire District and the successful proposer as a result of this RFQ, except as may be otherwise provided in this RFQ or the contract pursuant to it with the successful vendor.

Open Procurement

1. The Cotuit Fire District reserves the right to accept any item or group of items proposed in any response, unless the proposer qualifies its offer by specific limitation.
2. The Cotuit Fire District reserves the right to negotiate with proposers regarding variations to the service plan in the original proposal, which may be in the best interest of the village.
3. The Cotuit Fire District reserves the right to accept or reject any or all proposals in whole or in part.

Terminology

Terms used in this RFP are not intended to imply or denote a particular vendor and are not to be construed as restrictive in any way. All references in this RFQ to specific products or suppliers are intended for illustrative or explanatory purposes only with no endorsement intended or implied.

No Assignment

Assignment by the successful vendor to any third party of any contract based on this RFQ or any monies due shall be absolutely prohibited.

Force Majeure

Neither the proposer nor the Cotuit Fire District shall be liable, nor may either cancel the Agreement pursuant to this RFQ, when delays arise out of causes beyond the control and without the fault or negligence of the proposer or the Cotuit Fire District. Such causes may include but are not restricted to acts of God or the public enemy, acts of the Committee in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather (defined as any weather situation which requires the Governor of the Commonwealth of Massachusetts to declare a state of emergency). In every case, the delay must be beyond the control and without the fault or negligence of either party.

If the proposer is delayed in her performance as a result of the above causes, the Cotuit Fire District may either (1) extend the time for completion of such responsibilities for a period equivalent to the time lost

for completion of such responsibilities by reason of any or all of the aforesaid causes, or (2) secure substitute performance at its own cost and expense during the duration of the excusable delay and reduce performance and payment under this Agreement, or (3) terminate all or a portion of this Agreement when the delay totally precludes the proposer's performance or materially affects it and the delay continues for a delay of (30) thirty days. The Cotuit Fire District agrees that within (10) ten business days after commencement of the delay, it shall give the proposer written notice of its election as to options 1, 2, or 3.

Liability and Insurance

Proposers shall save and keep the Cotuit Fire District harmless for any and all legal liability which may be established on behalf of any person or persons or corporation, whomsoever for, growing out of the normal use of these services.

The successful proposer shall take out and maintain during the life of the contract pursuant to the RFP such Public Liability and Property Damage Insurances as shall protect him and any subcontractor performing work covered by the contract from claims for damages for injury, including accidental death, as well as for claims for property damage which may arise from operations by himself or by his subcontractor(s) or by anyone directly or indirectly employed by either of them. The successful proposer shall also take out and maintain for the term of the contract all coverage's required by statute or regulation.

General liability insurance shall be maintained in the amount of \$500,000 including property damage in the amount of \$500,000. Bodily injury insurance shall be maintained in the amount of \$1,000,000. Proof of the existence of such coverage shall be furnished to the Cotuit Fire District at the time of execution of the contract. The Cotuit Fire District shall be named as an insured.

The contract between the Cotuit Fire District and the successful proposer shall have the proposer hold the Cotuit Fire District harmless and indemnify the Cotuit Fire District for damages arising from proposer's actions. No exception to this part of the contract will be accepted.

Confidentiality

Under the Massachusetts General Laws, the Cotuit Fire District cannot assure the confidentiality of any material or information, which may be submitted by a proposer in response to this RFP. Thus, proposers who choose to submit confidential material or information do so at their own risk.

Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by proposers shall become the property of the Cotuit Fire District when received. The Cotuit Fire District shall have no obligation to return any such submitted material.

Supporting technical manuals will be returned at the request of the vendor. The Cotuit Fire District retains the right to use any or all system ideas presented in any proposal in response to the RFP, whether amended or not. Selection or rejection of any proposal does not affect this right.

Non-Discrimination in Employment and Affirmative Action

1. The proposer shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The proposer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the proposer of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the proposer agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.
3. In the event of the proposer's noncompliance with the provisions of this section, the Cotuit Fire District, shall impose such sanctions as it deems appropriate, including but not limited to:
 - a) Withholding of payments due the proposer until the proposer complies; and
 - b) Termination or suspension of any contract or agreement pursuant to this RFP.

Section 3

SCOPE OF SERVICES

Background

The Cotuit Fire District acting through its Prudential Committee is seeking a designer to conduct a feasibility study for the Cotuit Elementary School building located at 140 Old Oyster Road, Cotuit, MA 02635.

The Cotuit Fire District has recently acquired this property from the Town of Barnstable pursuant to an intergovernmental transfer. The property transferred includes approximately 8 acres of land and a building known as the Cotuit Elementary School. (CES). The CES, was declared surplus by the Town of Barnstable and has been unoccupied for several years. The building is located approximately 800 feet from Cotuit Fire District Water Department well #3. Preservation of the water quality at that well is of primary importance.

The Cotuit Fire District is currently evaluating possible scenarios for the use of the property and/or building, including demolition of the entire building or rehabilitation of all or part of it. The proposed feasibility study seeks to determine the estimated costs for several demolition or rehabilitation scenarios as outlined below. The successful bidder will determine these costs and present the costs of the alternative scenarios to the Cotuit Fire District voters at a public meeting.

TASK 1: Building and Site Evaluation and Cost Estimating

Conduct an engineering, architectural and environmental analysis of the Cotuit Elementary School building and grounds (together “the CES”) to develop cost estimates in the case of full reuse, partial reuse, and demolition of the CES, as set forth in the following scenarios: (All descriptions below are based on a schematic drawing of the CES attached as Appendix B).

- a) Demolish the entire building and restore the site to a natural state.
- b) Demolish only the 1970s modular addition (retaining the option of building new square footage in its place), and renovate the remainder of the building.
- c) Demolish all of the building with the exception of the multi-purpose room (gymnasium and stage), commercial kitchen & storage, lobby, toilet C and closet, and two (2) unnumbered offices in the northwest corner of the building, and renovate the remainder of the building for recreational purposes.

Review prior analyses and utilize as appropriate based on professional judgement; attribute prior analyses where used. Note: The Cotuit Fire District Prudential Committee webpage contains some relevant prior analyses.

Assess the state of the CES relative to applicable codes for commercial and residential use, together with recommended upgrades that may exceed applicable codes, and present a range of potential costs when appropriate.

For a full list of analyses to be conducted, see Appendix A.

TASK 1: Deliverables

For each scenario:

- Evaluate the feasible redevelopment options based on the structural integrity, load bearing wall and main utility locations. Develop schematic drawings of potential layout configurations.

- Develop cost estimates for each scenario and a description of the level of effort required to implement each scenario.

TASK 2: Use Analysis

For each scenario, as appropriate, analyze and project the impacts of the following potential uses including a community center.

Produce materials to support a public engagement process, including but not limited to public presentation slides, floor plans, site plans, and other visual representations of scenario options.

TASK 2: Deliverables

- Provide floor and site plans and visual aids to support a public engagement process following the study conclusion.
- Produce public presentation materials.

TASK 3: Water Quality The school building is located approximately 800 feet from one of the Cotuit Fire District drinking water wells. Protection of this water supply is a priority in any development option.

For each scenario that involves partial or full building renovation, utilize the existing septic system.

TASK 4: Hazardous Material Remediation

Estimate the cost of remediating or removing and properly disposing of asbestos and other potential hazardous materials and/or conditions in the CES building in the context of each scenario.

TASK 4: Deliverables

Provide remediation and/or removal and disposal cost estimates for each scenario (a) through (f) in Task 1.

TASK 5: Presentation of Findings and Recommendations

Present the findings and recommendations of the final study at a public meeting to be held by the District or its designee; respond to questions as needed.

REQUIRED FOR ALL TASKS: The selected consultant(s) will provide the District with Deliverables in draft form for District review and comment prior to finalization. Responses to this RFQ shall include a schedule for producing draft and final deliverables for all tasks.

Appendix A

List of engineering, architectural and landscape architecture analyses to be conducted

Site Analysis	Piping
Storm Drainage	Unit Ventilators
Drives and Walks	Heating and Ventilation Systems
Landscaping	Temperature Controls
Site Improvements	
Accessible Parking and Entrance Approach	Electrical
	Distribution System
Building Envelope	Interior Lighting
Roofs	Exterior Lighting
Exterior Walls	Emergency Standby System
Windows	Fire Alarm System/Sprinkler System
Exterior Entrances and Doors	
Building Structural System	Lighting Protection
Accessible Egress and Ingress	Security Intrusion/CCTV/Card Access
Building Interiors	Tel/Data System
Floor Finishes	
Wall Finishes	Fire Protection and Plumbing
Ceiling Finishes	Plumbing Fixtures
Interior Doors and Exit ways	Domestic Cold Water System
Code Compliance Issues	Domestic Hot Water System
Accessibility for the Disabled	Drainage System
Hazardous Material Remediation	
Mechanical	Land Use
Heating and Cooling Systems (existing boiler, new systems, etc.)	Zoning Analysis
	Water Supply Needs
	Wastewater Disposal Needs

Section 4

FEE PROPOSAL (QUOTE)

The Proposer can submit their Fee Proposal along with the technical proposal. The Cotuit Fire District prefers a total estimated study cost, detailing a fee breakdown of all relevant hourly rates for the firm's personnel, and subcontractors who will work on the study.

The contract will be awarded based on the overall cost of the study. The fee for services outlined above shall be negotiated with the most responsive, and responsible proposer.

Section 5

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or bid 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.

Signature of person submitting contract/bid

Date

Name of Business

Section 6

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Corporate Officer
(if applicable)

Section 7

CLERK CERTIFICATE

Authorization to Sign Contract

At a duly authorized meeting of the Board of Trustees/Directors of the
_____ held on
Name of Organization
_____ at which all the Trustees/Directors were present and waived
Date

notice, it was VOTED, that _____, _____
Name ***Officer***
of this organization, is authorized to execute contract in the name and behalf of said organization,
and affix its corporate seal thereto; and such execution of any contract or obligation in this
organization's name on its behalf by such _____ under the
Officer
seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the _____
Name of Organization
and that _____ is the duly elected _____
Type name ***Officer***
of said organization, and that the above vote has not been amended or rescinded and remains
in full force and effect as of this date.

Corporate Seal Here:
(if no seal, print "none")

_____	_____
	<i>Signature</i>
_____	_____
	<i>Type name</i>
_____	_____
<i>Date</i>	<i>Title</i>

