

# Massachusetts College of Liberal Arts

Request for Responses - Construction Solicitation



**Project:**

**Location:**

**Overview:**

Massachusetts College of Liberal Arts (MCLA), the Awarding Authority invites written responses from contractors for the \_\_\_\_\_ project in North Adams, Massachusetts. In general, the project includes the labor, materials, equipment, and supervision necessary to deliver and complete the project in accordance with the Scope of Work Statement outlined in this solicitation.

**About MCLA:**

MCLA is the Commonwealth's public liberal arts college and a campus of the Massachusetts state university system. The college promotes excellence in learning and teaching, innovative scholarship, intellectual creativity, public service, applied knowledge and active responsible citizenship. MCLA prepares graduates to be practical problem solvers and engaged resilient global citizens.

**Scope of Work Statement:**

*Attach additional page(s) if necessary)*

**Pre-Response Conference / Site Visit**

A pre-response walkthrough will take place on \_\_\_\_\_ at \_\_\_\_\_. The meeting point is the MCLA Facilities Building at 341 Ashland Street, North Adams MA 01247.

**Prevailing Wage Rates**

Prevailing wage rates to be paid on this project have been determined by the Commissioner of Labor and Industries under the provisions of Section 26 and 27, Chapter 149 and/or Chapter 30 Section 39A of the General Laws. All responses for this project are subject to the provisions of either or both Massachusetts General Laws, Chapter 30, Section 39M as amended and Massachusetts General Laws, Chapter 149, Sections 44A – 441 inclusive. Enclosed are the Prevailing Wage Rates, Statement of Compliance, and Weekly Certified Payroll Report and Workforce Participation Form.

# Massachusetts College of Liberal Arts

## Request for Responses - Construction Solicitation



### **Bonds**

On award of the contract, the contractor must provide a payment bond for 50% of the total value of the bid if the contract is greater than \$25,000.

### **OSHA Requirements**

Contractor must be able to furnish labor harmony and OSHA training certification requirements.

### **Submission of Responses**

Submit written responses (*bid & drawings*) electronically to William Norcross at william.norcross@mcla.edu. Responses are due \_\_\_\_\_ by \_\_\_\_\_.

### **Timeline**

Construction Begins:

Substantial Completion:

### **Clean up / Close Out Procedures**

Final clean-up of area shall be conducted by the contractor. All trash, excess materials, etc. shall be removed from the site and disposed of properly and legally. Contractor must conduct a close out meeting with the project manager and review maintenance procedures.

### **Warranty**

Contractor must provide workmanship and material warranty for a period of one (1) year after date of substantial completion.

### **Supplier Diversity Program (SDP)**

#### 1.01 Project Requirements

- A. General bidders must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO). The amount of participation which shall be reserved for such enterprises shall not be less than the percentages stated in in these contract documents.
- B. Reporting for MBE/WBE Participation goals and Workforce Participation goals shall be included on the Weekly Certified Payroll and Workforce Participation Form.



### 1.02 Definitions

- A. "Minority business enterprise" or "MBE" means a business enterprise that is owned and controlled by one or more socially or economically disadvantaged persons. Such disadvantages may arise from cultural, racial, chronic economic circumstances or background or other similar causes. Such persons include, but are not limited to, African Americans, Cape Verdeans, Western Hemisphere Hispanics, Asians, American Indians, Eskimos, and Aleuts. For purposes of section 61 and of section 40N of chapter 7, the term "minority owned business" shall have the same meaning as "minority business enterprise".
- B. "SDO" means the Supplier Diversity Office.
- C. "Minority Business Enterprise" (MBE) means a business organization which is owned and controlled fifty-one percent (51%) or more by one or more minority group members and certified as such by SDO.
- D. "Women Business Enterprise" (WBE) means a business organization which is owned and controlled fifty-one percent (51%) or more by one or more women and certified as such by SDO.
- E. "MBE/WBE Manufacturer" means a person or firm certified by SDO and engaged in the process of making, fabricating, constructing, forming, or assembling a product(s) from raw, unfinished, semi-finished, or finished materials through a direct contract with a contractor, subcontractor, or supplier.
- F. "MBE/WBE Subcontractor" means a person or firm certified as such by SDO and contractually engaged by the contractor to perform a portion (a) of the contracted Work, including labor, materials, and supplies, or (b) labor, materials and supplies, or any combination thereof.
- G. "MBE/WBE Supplier" means a person or firm certified as such by SDO and engaged in selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, remodeling, adding to or subtracting from, or improving any building, structure, or property through a direct contract with a contractor or subcontractor. Said MBE/WBE must sustain substantial financial risk in the process of performing/supplying the work for this contract.
- H. Pursuant to M.G.L. C.7C, § 6, Executive Orders 526, 559 and 565, "MBE/WBE Participation Goals" means the percentage stated on the advertisement of the final



contract amount which is to be contracted to MBE/WBEs for work to be performed on this Contract in accordance with this SDP. The Affirmative Marketing Program (AMP) only applies to vertical construction and sets goals for participation by entities owned by minorities and women (M/WBE).

- I. Pursuant to M.G.L. c. 149, § 44A(2)(G), "Workforce Participation Goals" apply to both vertical and horizontal construction and refer to the makeup of the contractor's workforce rather than the ownership of the business entity. The Massachusetts Workforce Participation Goals are currently set at 6.9% for women and 15.3% for minorities.
- J. Certification as a disadvantaged business enterprise ("DBE"), certification as an MBE/WBE by any agency other than SDO, or submission of an application to SDO for certification as an MBE/WBE shall not confer MBE/WBE status on a firm for the purposes of this Contract.
- K. Only firms SDO certified as MBE or WBEs can be credited toward meeting project MBE or WBE goals.

### 1.03 Joint Ventures

- A. If the Contractor is a joint venture with one or more MBE/WBE joint venturers, MBE/WBE participation credit shall be given to the joint venture as follows:
  - 1. If the joint venture is certified by the Massachusetts Supplier Diversity Office (SDO) as an MBE or WBE, MBE/WBE participation credit shall be given in an amount equal to the entire Contract Price.
  - 2. If the joint venture is not certified as an MBE or WBE by the SDO, MBE/WBE participation credit shall be given to the joint venture for the value of the Work that is performed by the MBE/WBE joint venturer(s), and for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.

### 1.04 MBE/WBE Participation Benchmarks

- A. The Contractor must agree to contract with minority and women business enterprises as certified by the Supplier Diversity Office (SDO). The combined MBE/WBE participation benchmark reserved for such enterprises shall not be less than **13% (mandatory)** of the final contract price including accepted alternates.
- B. The successful Contractor must utilize both MBE and WBE firms whose participation



meet the individual MBE and WBE participation goals set for the Contract. Proposed MBE and WBE participation plans that do not meet the separate MBE and WBE participation goals will be considered non-responsive. Contractors that are themselves either MBE or WBE certified may use their participation towards meeting the goal for the certification they hold and meet the participation goals for the certification which is not held by the Contractor with firms holding that certification. MBE and WBE participation must be reported and will be tracked separately.

- C. MBE and WBEs listed on the Participation Schedule may be any combination of MBE/WBE Subcontractors, MBE/WBE Manufactures, or MBE/WBE Suppliers as defined in Paragraph 1.02.G.
- D. Once the Contractor agrees to comply with these provisions and within 5 working days after receipt of bids [unless an extension of time or waiver for compliance is granted], the apparent low bidder must submit a completed Participation Schedule and Letter(s) of Intent covering each SDO certified MBE and WBE used to satisfy the requirements of this SDP. These letters shall include the contract items the MBEs and/or WBEs are proposing to perform and the prices that the MBEs and/or WBEs propose to charge for the work.
  - 1. By submitting a Participation Schedule, the Bidder certifies that those firms listed on the Schedule will be supplying the goods and/or services that those firms are certified to supply.
  - 2. Letters of Intent are not required from filed sub-bidders who are SDO Certified MBEs or WBEs.
- E. The amount of participation of MBE/WBEs listed in the Participation Schedule must total at least the percentage set forth in this SDP under paragraph 1.04 A . The amounts indicated in the Letter of Intent shall not be less than the amount shown on the Participation Schedule. The SDO Certified MBEs and/or WBEs for whom Letters of Intent are submitted must be identical to the ones listed on the Participation Schedule. No substitutions shall be made without the written approval of the Awarding Authority.
- F. The Contractor may include MBEs and/or WBEs utilized by non-certified subcontractors to satisfy the requirements of this SDP.
- G. If a filed sub-bidder listed as an MBE and/or WBE is rejected for failure to obtain a performance and payment bond from a surety qualified to do business in the Commonwealth when requested by the general bidder to do so at the time of bid, said failure shall not entitle the general bidder to avoid the requirements of this SDP.



- H. The Contractor shall not change the MBEs and/or WBEs listed in the Participation Schedule or make any other such MBE/WBE substitutions after the Contract has been executed or during construction without the written approval of the Awarding Authority.
- I. The Contractor must submit with its contract submission executed subcontracts with all subcontractors or a purchase order or invoice from material suppliers or manufacturers listed on the Participation Schedule.
- J. MBE/WBE Participation Credit:
  - 1. If the Contractor is itself an MBE or WBE, MBE or WBE participation credit shall be given in an amount equal to the entire Contract Price less the value of the work actually performed by other MBE or WBE firms on the Contract. If the Contractor is not an MBE or WBE, then MBE/WBE participation credit will be given for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.
  - 2. If an MBE/WBE supplies but does not install equipment or materials, MBE/WBE participation credit shall be given only if the MBE/WBE supplier is regularly engaged in sales of equipment or supplies to the construction industry from an established place of business. MBE/WBE participation credit shall be given the full amount of the purchase order only if the MBE/WBE supplier manufactures the goods or substantially alters them before resale. In all other cases, MBE/WBE participation credit shall be given for 15% of the purchase order.
  - 3. MBE participation credit shall be given for the work performed by MBEs only, and WBE participation credit shall be given for the work performed by WBEs only. MBE participation may not be substituted for WBE participation, nor may WBE participation be substituted for MBE participation.
- K. Performance of Contract Work by MBE/WBEs:
  - 1. The Contractor shall not perform with its own organization, or subcontract or assign to any other firm, work designated to be performed by any MBE/WBE in the Letters of Intent or Schedule for MBE/WBE Participation without the prior written Approval of the Awarding Authority, nor shall any MBE/WBE assign or subcontract to any other firm, or permit any other firm to perform any of its MBE/WBE Work without the prior written Approval of the Awarding Authority. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of MBE/WBE Work by others shall be a change in the MBE/WBE Work for the purposes of this Contract. The Awarding Authority WILL NOT APPLY TO THE MBE OR WBE PARTICIPATION GOAL(S) ANY SUMS ATTRIBUTABLE TO SUCH



UNAPPROVED ASSIGNMENTS, SUB-CONTRACTS, SUB-SUBCONTRACTS, OR PERFORMANCE OF MBE/WBE WORK BY OTHERS.

2. The Contractor shall be responsible for monitoring the performance of MBE/WBE Work to ensure that each scheduled MBE/WBE performs its own MBE/WBE Work with its own workforce.
3. The Contractor and each MBE/WBE shall provide the Awarding Authority with all information and documentation that the Awarding Authority determines is necessary to ascertain whether or not an MBE/WBE has performed its own MBE/WBE Work. At the discretion of the Awarding Authority, failure to submit such documentation to the Awarding Authority shall establish conclusively for the purpose of giving MBE/WBE participation credit under this Contract that such MBE/WBE did not perform such work.

L. Notification of Changes in MBE/WBE Work:

1. If at any time during the performance of the Contract the Contractor determines or has reason to believe that a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or that there has been or will be a change in any MBE/WBE Work, or that the Contractor will be unable to meet the MBE/WBE participation goal(s) for this Contract for any reason, the Contractor shall immediately notify the Awarding Authority Contract Compliance Office in writing of such circumstances.
2. Any notice of a change in MBE/WBE Work pursuant to subparagraph M.1 above shall include a revised Schedule for MBE/WBE Participation, and additional or amended Letters of Intent and subcontracts, as the case may be.

M. Actions Required If There is a Reduction in MBE/WBE Participation:

1. In the event there is a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a Change Order initiated by the Awarding Authority, then the Contractor shall immediately undertake a diligent, good faith effort to make up the shortfall in MBE/WBE participation as follows:
  - a) The Contractor shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting to MBE/WBEs. The Contractor shall send a list of such items of work to the Awarding Authority, together with a list of the remaining items of the Work that were not made available to MBE/WBEs and the reason for not making such work available for subcontracting to MBE/WBEs.
  - b) The Contractor shall send written notices soliciting proposals to perform the items of the Work that may be made available for subcontracting to MBE/WBEs to all MBE/WBEs qualified to perform such work. The Contractor shall advise the



Awarding Authority of (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SDO directory under the applicable trade category who was not solicited and the reasons therefor. The Contractor shall also advise the Awarding Authority of the dates notices were mailed and provide a copy of the written notice(s) sent.

- c) The Contractor shall make reasonable efforts to follow up the written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to the Awarding Authority as evidence of this effort.
  - d) The Contractor shall make reasonable efforts to assist MBE/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract and shall provide the Awarding Authority with evidence that such efforts were made.
  - e) The Contractor shall provide the Awarding Authority with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a proposal, if applicable.
  - f) The Contractor shall take any additional measures reasonably requested by the Awarding Authority to meet the MBE/WBE participation goal(s) established for this Contract, including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Contractor's interest in obtaining proposals from MBE/WBEs, and/or sending written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted by the Contractor to MBE/WBEs.
2. If the Contractor is unable to meet the MBE/WBE participation goals for this Contract after complying fully with each of the requirements of paragraph M.1 above, and the Contractor is otherwise in full compliance with the terms of this SDP, the Awarding Authority may reduce the MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

## 1.05 Time Extensions or Waivers

- A. The Awarding Authority or the Supplier Diversity Office has the discretion to determine that compliance with the participation benchmarks is not feasible and may reduce or waive these benchmarks if justified and in the public interest. To request a time extension and/or request a reduction or waiver of the MBE/WBE participation benchmarks, the general bidders take the following actions.
  1. Time Extension: Within five (5) calendar days **after** receipt of general bids, the general contractor may request a time extension for the submission of its



Participation Schedule and Letter(s) of Intent to the Awarding Authority in writing.

2. Waivers: Within five (5) calendar days **prior** to the General Bid opening date and time, the general bidders must make a request in writing to the Awarding Authority for a reduction or a waiver in the participation benchmarks stated in the Advertisement from the participation benchmark requirements. The submitted request will be processed in the following manner:
  - a. **The Bidder must submit the reason for the waiver request, the subcontractors and suppliers contacted from the SDO list, and the percentage of reduction being requested.**
  - b. The Awarding Authority will review the request for a reduction or waiver. If the Awarding Authority determines that compliance with participation benchmarks is not feasible, it has the discretion to reduce or waive these benchmarks.
  - c. If the benchmarks are reduced or waived, the Awarding Authority will issue an addendum to the project with the new participation requirements 48 hours prior to the bid opening. Such a reduction or waiver shall be granted only upon the General Contractors showing that good faith efforts have been made to comply with the participation benchmarks. Reductions or waivers that are granted will be granted for all General Contractors bidding on the project.
- B. The completed Participation Schedule, Letters of Intent and, if necessary, requests for a reduction in participation benchmarks or a waiver from participation benchmarks may be sent electronically to the Awarding Authority. No hard copy is required.

### 1.06 Compliance

- A. The Contractor must provide information as is necessary, in the judgment of the Awarding Authority to ascertain compliance with the terms of this SDP.
- B. The Contractor shall maintain records of Payment to Minority Business Enterprises. The Awarding Authority may request copies of canceled checks to confirm compliance.
- C. The MBE/WBE participation and workforce participation shall be documented on the WEEKLY CERTIFIED PAYROLL REPORT and WORKFORCE PARTICIPATION FORM.



### 1.07 MBE/WBE Participation Sanctions

- A. If at any time during the life of this Contract, the Contractor is found to be out of compliance with this SDP, sanctions may be imposed within fifteen (15) working days after notification to the Contractor of said violation. If within those fifteen (15) days, the Contractor remedies the non-compliance to the satisfaction of the Awarding Authority or provides compelling documentation as outlined in Paragraph 1.08.B, said sanctions may be postponed or waived. If the Contractor requires more than fifteen (15) days to remedy non-compliance, it shall make a written request to the Awarding Authority for a time extension. This request shall be made within the original fifteen (15) day period. The Awarding Authority may invite SDO and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken hereunder.
- B. If at any time during the performance of this Contract, the Awarding Authority determines or has reason to believe that (1) there has been a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by the Awarding Authority, and (2) the Contractor has failed to comply fully with all of the terms and conditions of paragraph 1.04 above, the Awarding Authority may:
- 1) require the Contractor to provide equivalent substitute participation with SDO Certified MBEs and/or WBEs acceptable to the Awarding Authority and at no additional cost to the Awarding Authority; or
  - 2) suspend or withhold from any Certificate of Payment to the Contractor an amount up to the full value of the work which was to have been performed by an MBE/WBE pursuant to the Contractor's Schedule for MBE/WBE Participation [minus the amount already paid to MBEs and/or WBEs for Work performed under the contract, minus any amounts withheld for previous non-compliance], but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 1.07.F, and/or
  - 3) suspend the Contractor's performance of this Contract in whole or in part.
- C. Liquidated Damages and Termination: If payment by the Awarding Authority or performance by the Contractor is suspended by the Awarding Authority as provided in paragraph 1.07.B above, the Awarding Authority shall have the following rights and remedies if the Contractor thereafter fails to take all action necessary to bring the Contractor into full compliance with the requirements of this SDP, or if full compliance is no longer possible because the default of the Contractor is no longer susceptible to cure, if the Contractor fails to take such other action as may be required by the Awarding Authority to meet the MBE/WBE participation goals set forth in this Contract:



- 1) The Awarding Authority may terminate this Contract, and/or
- 2) The Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between (x) the total of the MBE/WBE participation goals set forth in this Contract, and (y) the amount of MBE/WBE participation credit given to the Contractor for MBE/WBE Work performed under this Contract as determined by the Awarding Authority, the parties agreeing that the damages for failure to meet the M/BE/WBE participation goals are difficult to determine and that the foregoing amount to be retained by the Awarding Authority represents the parties' best estimate of such damages. Any liquidated damages will be assessed separately for MBE and WBE participation.

D. The sanctions in paragraph 1.07 shall apply to both MBE/WBE participation goals and Workforce participation goals.

## 1.08 Recourse

- A. The Awarding Authority has the option not to impose sanctions if the Contractor demonstrates that the Contractor has taken every possible measure to comply with this SDP. This may constitute a reason for waiving the SDP in whole or in part.
- B. To demonstrate every possible measure, the Contractor shall furnish the following.
  1. The name of each firm solicited for quotations on each Subcontract, the price quoted by each, and whether the firm solicited was a minority or woman-owned business.
  2. The reason for not subcontracting with a minority or woman-owned business enterprise when applicable.
  3. Evidence showing efforts by the Contractor to supplement its own and SDO lists of minority and woman-owned business sources by contacting the Small Business Administration, trade organizations, the General Services Administration (U.S. Government), minority contractors' organizations, community organizations and other likely sources of names of additional minority or woman-owned business firms capable of performing the Work; and
  4. Evidence showing other efforts to comply with this SDP.

## 1.09 Workforce Participation Benchmarks



- A. The Contractor and all subcontractors (collectively referred to as “the Contractor”) agree to strive to achieve minority and women workforce participation. The Workforce Participation benchmark is set at 6.9% for women and 15.3% for minorities.
- B. The Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail measures to ensure non-discrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship, and on-the-job training programs.
- C. In all solicitations made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, the Contractor shall notify each potential subcontractor or supplier of the Contractor's obligations under this Contract relative to non-discrimination and equal opportunity.
- D. Upon execution of this Contract, the Contractor will complete and sign the Contractor’s Workforce Participation Certification included at the end of this SDP.
- E. Reports and Records:
  - 1. The Contractor shall report workforce participation on the Weekly Certified Payroll and Workforce Participation Form.
  - 2. The Contractor shall prepare projected workforce tables on a quarterly basis if requested in writing by the Awarding Authority. The tables shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Awarding Authority when required.
  - 3. Records of employment referral orders, prepared by the Contractor, shall be made available to the Awarding Authority on request.
  - 4. The Contractor will provide all information and reports required by the Awarding Authority and will permit access to its facilities and any books, records, accounts, and other sources of information which may be determined by the Awarding Authority to affect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to provide this information, the Contractor shall so certify to the Awarding Authority and shall set forth what efforts he has made to obtain the information.



### F. Workforce Participation Sanctions:

1. If the Awarding Authority believes the Contractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the Awarding Authority may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.
2. Following the referral of a matter by the Awarding Authority to the Commission, and while the matter is pending before the Commission, the Awarding Authority may withhold payments from the Contractor when it has documentation in writing that the Contractor has violated the Fair Employment Practices Law with respect to its activities on the Project; or if the Awarding Authority determines that the Contractor has materially failed to comply with its obligations and the requirements of this SDP.
3. The amount withheld shall not exceed a withhold of payment to the General Contractor of 1/100 or 1% of the Contract award price or \$5,000, whichever sum is greater; or if a subcontractor is in non-compliance, a withhold by the Awarding Authority from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or Contract requirements. The total withheld from any one Contractor on a Project shall not exceed \$20,000 overall. No withholding of payments or investigation by the Commission or its agent shall be initiated without the Awarding Authority providing prior written notice to the Contractor.
4. If, after investigation, the Commission finds that the Contractor violated the provisions of the Fair Employment Practices Law, the Awarding Authority may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the Contractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Commission.
5. No sanction enumerated under this SDP shall be imposed by the Awarding Authority except after notice to the Contractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

### 1.10 Severability

- A. The provisions of this are severable, and if any of these provisions shall be held unconstitutional by any Court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions of the Contract.



## 1.11 Required Supplier Diversity Forms

- A. The following forms are included as part of this SDP
1. SDO Certified MBE/WBE Participation Schedule.
  2. SDO Certified MBE/WBE Letter of Intent.
  3. Contractor's Workforce Participation Certification



## SDO CERTIFIED MBE/WBE PARTICIPATION SCHEDULE

This form must be submitted by the apparent low general bidder to the Awarding Authority within five working days of receipt of bids. Letters of Intent from all MBEs or WBEs listed must be submitted with this Participation Schedule.

Project name:

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The undersigned intends to subcontract with the following firms for the listed work and dollar amounts:

Name of Company	Description of Work	MBE or WBE	Supplier or Subcontractor	Value of Participation
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
<b>Dollar Value of MBE Commitment:</b>				\$
<b>Dollar Value of WBE Commitment:</b>				\$
<b>Total Dollar Value Commitment:</b>				\$

**BIDDER CERTIFICATION**

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts unless a waiver or partial waiver has been granted by the Awarding Authority and (2) certifies that he/she has read Section 00 73 39 conditions contained in the contract documents with regards to MBE/WBE participation and is authorized to bind the contractor to the commitment set forth above.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of General Contractor

Address



## SDO CERTIFIED MBE/WBE

### LETTER OF INTENT

This form is provided for SDO Certified MBEs and WBEs being utilized as on this contract.

This form must be completed by each SDO Certified MBE or WBE and submitted by the general bidder to the Awarding Authority.

General bidders or filed sub-bidders that are SDO Certified MBEs and WBEs may omit this form.

<b>TO: General Bidder</b>	<b>FROM: SDO Certified MBE or WBE</b>
Name:	Name:
Street:	Street:
City/Town:	City/Town:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Reference Project:	
(Name of Project)	

1. My company intends to perform work in connection with above project as:

an Individual                      a Corporation                      a Partnership

a Joint Venture with

Other (explain)

2. My company is certified by SDO as a                      MBE                      WBE in the following categories:

3. My company has not changed ownership, control, or management in any way that affects certification since obtaining SDO certification.

4. My company understands that if your company is awarded the contract, your company intends to enter into an agreement to perform the work described below for the price indicated. My company also understands that your company will make substitutions only as allowed by Section 00.73.39 of the above project.

5. My company  
(brief description)

This work includes:                      Labor & Materials                      Labor only                      Materials only  
for a total amount of                      dollars. \$

Authorized Signature of SCE \_\_\_\_\_ Date \_\_\_\_\_

Name and Title



## CONTRACTOR'S WORKFORCE PARTICIPATION CERTIFICATION

(Contractor Name) certifies that we:

1. Will not discriminate in our employment practices
2. Intend to use the following list of construction trades in the Work under the Contract
  
3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein
4. Are in compliance with all applicable Federal and State laws, rules, and regulations governing fair labor and employment practices
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project
6. Agree to comply with all provisions contained herein.

Signature of authorized  
representative of Contractor

\_\_\_\_\_ Date \_\_\_\_\_

Printed name of authorized  
representative of Contractor



## Contract Award

MCLA intends to award a contract to the responsible contractor offering to perform the work at the lowest bid price. Any contract awarded resulting from this request will consist of: (i) this response solicitation; (ii) the successful vendor's response; and (iii) A fully executed MCLA Contract for Services containing the [Commonwealth's Terms and Conditions](#), as incorporated herein for reference. Should there be any conflict in language between this solicitation and the vendor's response, this request shall govern. MCLA reserves the right to issue written clarifications to resolve any ambiguities in the contract relationship. Such clarifications, when issued, will take precedence over both the request for quotes and the vendor's quote. For all matters, not affected by the written clarification, this request for quotes shall govern.

## Instructions to Bidders

- Responses:** Submit responses for the scope of work statement specified above. If your response differs in any way, you must provide a detailed description of the alternative scope described in your response. MCLA shall be the sole judge of the acceptability of any alterations.
- Pricing Details:** Clearly define your pricing structure. MCLA reserves the right to negotiate this and other key terms with the chosen vendor.
- Response Validity:** Response prices must remain valid for 30 days.
- Non-Submission:** If unable to provide a response, please return this form stating your reasons.
- MCLA Rights:** MCLA may reject any or all responses, in whole or in part, and waive minor discrepancies or irregularities.
- Form Alterations:** Responses that modify MCLA's provided form may be deemed non-responsive.
- Public Information:** All information submitted is public and subject to release under Massachusetts Public Records Law. Vendors are responsible for protecting their trade secrets and associated costs.
- Vendor Costs:** Vendors are responsible for all costs incurred in responding. MCLA shall incur no obligation or liability by issuing this request.
- Verification and Investigation:** All information submitted is subject to verification. MCLA reserves the right to investigate as necessary to determine the vendor's ability to perform the specified services. MCLA may reject any response if the vendor fails to satisfy qualification requirements.

Quoted Price: \$ \_\_\_\_\_ *(Attach itemized quote if applicable)*

Specified scope of services fully satisfied?      Yes      No

Comments:

# Massachusetts College of Liberal Arts

Request for Responses - Construction Solicitation



By signing below, I acknowledge and agree on behalf of my firm, to supply MCLA the services listed above at the price shown, subject to the above terms and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_ Fax \_\_\_\_\_

Company \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ FEIN \_\_\_\_\_