Facilities Management, Planning and Construction

Instructions to Bidders

A. Qualifications
All architects/engineers/consultants submitting and/or involved in the proposal shall be licensed.

B. Delivery of Proposal
Deliver proposal to the location designated in the “Project Details” section of the Request for Proposal on or before the time specified therein. Submit proposals in an opaque sealed envelope marked: PROPOSAL - Moravian Theological Seminary - Bahnson Center and the name of the respondent firm. Two (2) hard copies and one (1) electronic copy (e.g. CD or zip file) of the proposal should be submitted. Faxed proposals will not be accepted.

C. Addenda
Addenda issued during time of bidding will become part of the proposal and will be distributed to all participants.

D. Rejection of Proposals
The owner reserves the right to reject all proposals or parts thereof or items therein and to waive any defects, errors, omissions, mistakes, irregularities or informalities therein, as it may deem best to protect its interests.

E. Pre-Submission Conference
A mandatory pre-bid conference is scheduled for Monday, February 15, 2010 at 10:00 A.M in the Distance Learning Classroom of the Bahnson Center. The purpose of the pre-bid conference is to review the project scope of work, timeline, supporting document and proposal deliverables. Parking passes have been provided with this invitation to bid and should be placed on the dashboard of your vehicle. The college or seminary will not be responsible for fines incurred due to parking issues. The Bahnson Center opens at 8:00 A.M., for those interested in a self-guided tour.

F. Clarifications
All questions are to be directed to the designated owner’s representative as specified in the “Project Details” section of the Request for Proposal. All questions must be submitted in writing. Firms should only rely upon written responses to any questions asked. Email will be accepted as written
communication. All questions and responses will be forwarded to all respondents. The deadline for questions and clarifications is noon, Thursday, February 25, 2010.

G. Award of Contract
Proposals will be opened privately and evaluated by the Owner. All respondents will be notified of their status within fifteen (15) days of the proposal due date. The Owner may select to interview some or all of the firms that have submitted proposals in order to make a final selection. All interviews will occur on the Moravian College campus.

The Owner reserves the right to negotiate fees and final contract terms with any and all respondents after the proposals have been received. If any award is made by the Owner, it will be to the party declared by the Owner by Notice of Intent to Award, or by Notice to Proceed, given within fifteen (15) days after the proposal due date.

H. Sub-letting of Assigning of Contract
The respondent shall not sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, of his right, title, or interest therein, without the written consent of the Owner.

I. Contract
The terms and conditions of professional services to be provided through the appropriate AIA contract with modifications as determined by owner.

All firms submitting proposals should include contract for owner's review. Final negotiations of the form of agreement will take place after reviewing the proposals.

J. Owner’s Reliance Upon the Respondent
The Owner relies upon the organization, skill, cooperation, creativity, professional judgment and efficiency of the respondent to provide a comprehensive, well thought out, integrated plan so as to deliver the intended documents to the contract within the specified scheduled timeline and budget. The Owner reserves the right to alter, revise, or delete any portion of the plan as determined to be invalid as to the original intent of the College’s overall strategic plan. The Owner also requires complete ownership of all final documents included in the plan.

K. Owners Responsibility
The Owner shall make available all existing data including site plans, surveys and reports. The Owner cannot guarantee references or accuracy of existing data.

The Owner shall organize, coordinate and schedule meetings with key personnel for consultation.

L. Form of Proposal
The proposal shall include the following information:

1. Summary
Provide a three page (maximum) summary of the firm’s proposal, including essential components of the project approach and a short description of the firm’s qualifications.
2. Personnel and Consultants
Identify the proposed team, including any consultants (key personnel must attend interview). List all personnel, internal and external, to be assigned to the project, stating their function on the project and provide resumes that indicate their skills and experience. Describe how the team will work together.

3. References
Provide a list of projects including the names and phone numbers of the appropriate contacts, project description and materials reflecting the firm’s expertise of similar studies.

4. Insurance
Evidence of insurance coverage must be supplied upon contract execution on a Standard ACORD Certificate of Insurance. Certificate should evidence that the Institution is protected as additional insured with respect to general and excess liability insurance and at least 30 days written notice of cancellation/non-renewal shall be stipulated in the certificate.

Specific Requirements – Coverage/Limits
General Liability - $1,000,000 combined single limit, incl. XCU. The Property Damage hazards of explosion (X), collapse (C), and underground (U) should be evidenced on the certificate.
Worker’ Compensation – Statutory (PA)
- $100,000 Bodily Injury by Accident each accident
- $500,000 Bodily Injury by Disease policy limit
- $100,000 Bodily Injury by Disease each employee
Automobile Liability - $1,000,000 combined single unit
Excess Umbrella Liability - $1,000,000 Occurrence/$1,000,000 Aggregate

5. Project Approach
Provide insight into solving programmatic, technical, design and space issues based on brief observations of existing conditions during the pre-bid site visit.

6. Consultants
List all consultants, including their discipline/expertise, which the firm would propose to engage on this project. A description of each consultant’s firm must also be supplied. Moravian College reserves the right to accept or reject any consultants.

7. Fee
Include hourly rates for all levels of the project team, including consultants. Provide base fee and an estimate of the reimbursable expense to be billed to the Owner. The markup for all reimbursable expenses for the duration of the project will be 1.1 times expenses incurred.

8. Additional Services
The RFP and subsequent Agreement shall govern only those activities associated with the designated scope of work and any additional services that may be requested and/or authorized by the Owner. The Owner reserves the right to mutually discuss extension of this Agreement and/or enter into a separate Agreement with the successful firm to extend the scope of the project and the Agreement to encompass any and all successive phases of the project.
M. Lobbying Prohibited
Neither you or any other agent or representative of your company should initiate any communications to promote or advertise your proposal to any member of our Board of Trustees, or Moravian staff or faculty, except in the course of Moravian-sponsored inquiries, briefings, interviews or presentations.

All qualified respondents will receive consideration for employment without regard to race, color, handicap, disability, religious creed, ancestry, national origin, age, or sex. Moravian College shall evaluate all written proposals and determine whether oral discussions are necessary. Based on the content of the written proposal and oral discussions, the College will select the construction manager best qualified for the project. Moravian College reserves the right to reject any and all respondents.