

Town of Needham
 Department of Public Facilities - Operations
 Public Services Administration Building
 500 Dedham Avenue
 Needham, Massachusetts 02492
 Telephone (781) 455-7550 X366

ACKNOWLEDGEMENT OF RECEIPT

Release Date	Thursday, November 3, 2016
Qualifications Title	Designer Services for Upgrades: High School & Pollard Gyms
ID Number	17PFO115D
Number of Documents	The Bid Package consists of one PDF document. Returning this form confirms receipt of all the documents.
Pre-Proposal Meeting	November 14, 2016 @ 3:00PM
Questions Due	November 15, 2016 @ 3:00PM
Qualifications Due	2:00PM, Monday, November 28, 2016 at the Department of Public Works Office, second floor, Public Services Administration Building, 500 Dedham Ave, Needham, MA 02492

Please provide the requested information below as acknowledgment that you have received our Request for Qualifications ("RFQ") noted above. It is **required** that interested bidders complete this **acknowledgment and return via Fax to the Town of Needham, Attn: Cecilia Simchak - c/o Public Facilities Dept. Operations (781) 453-2510** or by e-mail to **Csimchak@needhamma.gov** or by U.S. mail. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this RFQ. **Only those companies or individuals shown on the Distribution Register will receive addenda to this RFQ. Completing and returning this acknowledgment will ensure you are recorded on the Distribution Register.** Qualifications from companies or individuals **not** acknowledging the addenda may be **rejected as not responsive.**

Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (Street) (Print)	
City, State, Zip (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	

* Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions.
 ** Designer acknowledges that documents related to this RFQ will be found at two different locations (1) Town of Needham bid page for RFQ documents & Addenda (if any); (2) Department of Public Works Office, second floor, Public Services Administration Building, 500 Dedham Ave, Needham, MA 02492

(Advertised in the Needham Times issue of Thurs., November 3, 2016)
(Published in Central Register issue of Wed., November 2, 2016)



LEGAL NOTICE
TOWN OF NEEDHAM, MASSACHUSETTS
PUBLIC FACILITIES DEPARTMENT - OPERATIONS
Request for Qualifications
RFQ 17PFO115D

Designer Services for Upgrades: High School & Pollard Gyms

The Town of Needham invites qualifications from Architectural / Engineering Designers to prepare a Full Design, including cost estimates, for the Designer Services for Upgrades to Gym at the High School (1) and Pollard School (2). Design team qualifications shall include Architectural; MEP – Mechanical, Electrical & Plumbing; MAAB & ADA. Information and details of bidding requirements will be available beginning **Thursday, November 3, 2016** at the DPW Administration Office, 2nd Floor, Public Services Administration Building, 500 Dedham Ave, Needham, Massachusetts 02492, by calling (781) 455-7550, Ext. 366, or online at <http://needhamma.gov>.

An optional pre- proposal and site visit will be held at the Needham High School, Room 304, 609 Webster St., Needham, MA at **3:00PM November 14, 2016**, attendees may be asked to follow Town Employees in their own cars to visit an additional site.

Sealed proposals will be received at the DPW Administration Office, 2nd Floor, Public Services Administration Building, 500 Dedham Ave, Needham, Massachusetts 02492 until **November 28, 2016 at 2:00PM**. Finalists' interviews are tentatively scheduled for December 14 & 15, 2016.

The right is reserved by the Town of Needham to reject or accept any or all statements of qualifications if it is in the public interest to do so.

Kate Fitzpatrick
Needham Town Manager

Town of Needham Procurement Schedule		
RFQ ID # 17PFO115D		
Primary Contact for this Procurement		Carys Lustig, Acting Director Telephone 781-455-7550 x 373 clustig@needhamma.gov
Event	Date	Details
Project Name		Designer Services for Upgrades: High School & Pollard Gyms
Contract ID Number		17PFO115D
Request for Qualifications (RFQ) Available	Starting Thursday, November 3, 2016	Office of the Department of Public Works (DPW), Second Floor, Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts 02492 or on-line at the Town's web site http://www.needhamma.gov/bids.aspx
Pre-Proposal Site Visit & Meeting (Optional)	Monday, November 14, 2016 starting at 3:00PM	Needham High School, Room 304 609 Webster St., Needham, MA 02492 (Following the briefing there will be a walk through) – Please sign in at the front desk.
Deadline for Written Questions	Tuesday, November 15, 2016 at 3:00PM	By Fax: Attn Cecilia Simchak Fax # 781-453-2510 By Email: Csimchak@needhamma.gov Questions are to be clearly labeled as: "Designer Services for Upgrades: High School & Pollard Gyms – 17PFO115D"
Addendums	To be issued before the end of business on November 17 2016	
When and Where Qualifications are Due*	Deadline: Monday, November 28, 2016 at 2:00PM LATE PROPSALS WILL NOT BE ACCEPTED	Office of Public Facilities Operations c/o Office of the Department of Public Works (DPW), Second Floor, Public Services Administration Building, 500 Dedham Avenue, Needham, MA 02492 Refer to How and Where to Submit Bids.
Bid Surety Requirement	Bid Surety is NOT required	
Proposal Opening	Qualifications will not be publicly opened. A register of proposers received will be made available upon request Tuesday, November 29, 2016.	
Notify all bidders of finalists selected for interviews	Wednesday, December 7, 2016	Time of late afternoon interviews will be scheduled at time of notification
Interviews (if required)	Wednesday & Thursday, December 14 & 15, 2016	Interviews will be scheduled with the selection subcommittee in Needham, MA

Event	Date	Details
Contract Awarded**	Anticipated award will be on or about January 9, 2017	Approval of the selection committee, Town Manager, and Town Counsel is REQUIRED
Contract Duration	Contract will begin upon execution and is anticipated to be completed by October 2020.	
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>		

End of Procurement Schedule

Intentionally Left Blank

I. Introduction, Background, Objectives and Funding:

A. Introduction

The Town of Needham, through the Town Manager and its Public Facilities Dept. Operations (PFDO), ("Owner") are seeking the services of a qualified "Designer" within the meaning of M.G.L. Chapter 7C, Section 44, to provide Architectural and Engineering Design services for the preparation of drawings, specifications and contracts for the Needham High School A Gym Renovation in Phases with the potential addition of the Pollard Middle School Blue and Green Gym Renovations in Phases . The Designer selected would be eligible to complete the full design services on the project. Design services are being funded through the Capital Improvement Plan, Cash Capital, which was funded at May 2016 Annual Town Meeting with additional funding being sought in May 2017. The Town Manager is the Awarding Authority for the project. The Town Manager and the PFDO are the jurisdictional body overseeing the site and the facility with operations management provided by the PFDO.

B. Background

The Town of Needham is located approximately 12 miles west of Boston with a population of about 30,000 residents. The Needham Public School District serves approximately 5,300 students in grades Pre-Kindergarten through 12th grade. The A Gym was not included in the High School renovation during 2009. The A Gym is highly utilized by the Needham Public Schools, the High School Health & Wellness and Athletic Departments, Needham Community Education, Needham Parks & Recreation, and a significant number of other community and outside groups. Health & Wellness classes are run throughout the school year, while the space is also the main venue for High School Basketball, Volleyball, Wrestling, Dance & Cheer events, practices, and competitions. The gym also functions as the backup practice space for all other sports and is in use 6-7 days per week, often from early in the morning until late at night, throughout the school year and summer.

The facility is worn down from age and use and has many outdated features. This includes major deterioration to the integrity, give, and responsiveness of the original wood floor, leading to soft and "dead" spots and inconsistent and improper bounce in some areas. The height of the ceiling along with the drop tile panels, does not serve the many uses of the gym, and often leads to unsafe and dangerous playing conditions. The layout of the competition lines and location of the competition playing surfaces are also not conducive to the nature of use of the facility, with little to no room from the bleachers and along some walls from the out-of-bounds side and end lines, also leading to unsafe conditions. The lighting is not sufficient of energy efficient. The scoreboards are also not energy efficient of current, while the wattage and power of the sound system does not support the size of the facility or the large crowds that attend many of the events run throughout the year.

The Pollard Middle School Gyms were identified in a 2011 feasibility study as in need of upgrades. It is used by the Pollard School to meet requirements of the physical education program. It is also heavily used as the primary location for community after-school basketball leagues. Both the Needham Public Schools and the community utilize this space heavily. The composite floor does not have the appropriate bounce for a basketball facility and needs replacement. The gyms need wall padding to increase safety within the gym. They need to be better equipped to handle classes as well. The technology within the gym is outdated.

Permitting

The permitting of the project will involve navigating through the complex regulatory requirements at the local, state and federal level. The designer's team will need members who are at a minimum knowledgeable about the following permits and approvals:

- Needham Local Building Regulations
- MAAB and ADA accessibility regulations and
- Related requirements to determine a viable and cost effective solution for the project.

C. Objectives

The goal of the Design is to work with the Town to deliver a design that will be MAAB & AAB compliant. This includes assessing the condition of the flooring, identifying a more appropriate ceiling design, upgrading to energy efficiency lighting, replacing the dividing curtains to something more functional and sustainable, moving the location of the floor stripping of the court within the gym space to allow for more usable competition court space, relocating the baskets and backboards, improving the raising and lowering backboard mechanisms, improving the interior acoustics, and any other reasonable design implications. The construction phasing of the project must align with school vacation periods. The gyms cannot be taken out of service for portions of the school year. The phasing and design of these improvements must also align with a previously awarded grandstand replacement project.

D. Funding

The 2016 Annual Town Meeting approved Article #43 for High School Gym Upgrades which includes Design Services and Construction Services for this project.

The funding has been submitted but not yet approved for the Pollard Gym Upgrades. This Phase of the contract is contingent on approval of funding at the 2017 Annual Town Meeting in May 2017.

Intentionally Left Blank

II. Scope, Schedule and Fees for Design Services:

A. Project Scope

Selected Designer will be required to identify all aspects of the renovation of the High School A Gym, including but not limited to the lighting, ceiling type, dividing curtains, flooring, basketball hoop and backboard support structures, scoreboards and 30-second clocks, and sports equipment accessories. The Goal of Design is to modernize the existing A Gym and make it better suited to handle current and future programming for school and community utilization.

Selected Designer will be required to identify all aspects of the renovation of the Pollard Blue & Green Gyms, including but not limited to the flooring, wall siding, and amenities. Goal of the design is to modernize the existing Blue and Green Gyms and make them better suited to handle its current and future programming for school and community utilization.

These projects will be designed and constructed in phases.

When Design is complete and accepted by the Town, the Designer will be required to assemble contract documents (Using the Town's General Conditions and Supplementary General Conditions), working with the Town to advertise the project in the Central Register and the Needham Times, and to conduct a pre-bid meeting with prospective bidders and clarify Town's intention of the project. All payment requests from the selected vendor will be approved by the Designer prior to the Town remitting payment to the vendor.

Selection of a Designer will be made by the selection committee. Once a Designer is selected, the PFDO will be the lead department on this project. The Designer selected for the Design Phase of work will be eligible to continue onto all future phases of Design and Construction work under a negotiated fee. The Town of Needham reserves the right to procure these services through the RFQ Procurement process for Public Building Project Design and / or engage an independent professional to review the recommendations and budget. At each stage of work the Designer will be responsible to provide services consistent with the "DCAM Designers Procedures Manual" August 2008, or most current version, for the architectural and engineering design services of public projects.

B. Phase I

a) Investigation, Assessment, and Budgeting – NHS A Gym

- 1) **Review all existing information related to the project**
- 2) **Site Investigations** – conduct on site investigation of the gym. At a minimum this will include:
 - a. Assessment of the overall condition of the gym, including but not limited to the flooring, ceiling, lighting, dividing curtains, and amenities;
 - b. Evaluation of the gym as related to handicapped accessibility, MAAB, and ADA;
 - c. Assessment of all utilities serving the area, including lighting assessment;
 - d. Measurements of identified spaces, including the current location of the court and bleachers;
 - e. Identify any potential Hazardous Materials within the impacted areas;

- 3) **Code and permitting review** –
 - a. Evaluate local, state, and/ or federal code related issues associated with the project;
 - b. Review the Planning, Building, Environmental, and Health Department permits and approvals;
 - c. Outline the approval steps required to complete the permitting associated with the future renovation, repair, or reconstruction project.

- 4) **Assessment & Budgeting**
 - a. Provide assessment of overall gym conditions and needed improvements with special considerations to energy efficiency, acoustics, durability, cost effectiveness, expediency of installation, project synergy, and versatility of sports;
 - b. Provide concept plans for ceiling replacement, flooring condition, lighting upgrades, dividing curtain replacement, and amenities upgrades;
 - c. Provide phasing recommendations, particularly with regards to budgeting;
 - d. Provide updated work plan;
 - e. Provide cost estimates – construction and project cost update;
 - f. Provide updated permitting checklist and milestones;
 - g. Identify any value added items not included in this project that could be added if additional funding were sought.

The studies shall include preliminary plans, sections or other sketches, and/or drawings to describe the design. During this phase the Designer will have regular meetings with PFDO to evaluate the most cost effective, long term, and feasible solution.

The reconciled cost estimate shall include both hard and soft costs and be used as a basis for defining the next stage of funding approvals by the Town of Needham.

C. Phase 2 – NHS A Gym

a) Design Study and Refinement of a Preferred Design Solution

- i. Provide a design study for the ceiling replacement, lighting upgrades, dividing curtain replacement, and anything that may be impacted by these upgrades;
- ii. Provide cost estimates;
- iii. Identify any value added items not included in this project that could be added if additional funding were sought.

D. Phase 3 – NHS A Gym

a) Design Study and Refinement of a Preferred Design Solution

- a. Provide a design study for the flooring upgrades, including moving the location of the court, relocating the baskets and backboards, and improving the mechanisms, keeping the new bleachers in consideration;
- b. Provide cost estimates;
- c. Identify any value added items not included in this project that could be added if additional funding were sought.

It is possible that Phases 3 and 4 could be combined or run concurrently.

E. Phase 4 – Pollard Blue & Green Gym

a) Investigation, Assessment, and Budgeting

- a. **Review existing information related to the project**
- b. **Site Investigations** – conduct on site investigation of the gyms. At a minimum this will include:
 - i. Assessment of the overall condition of the gym, including but not limited to the flooring, padding, seating, and amenities;
 - ii. Evaluation of the gym as related to handicapped accessibility, MAAB, and ADA;
 - iii. Assessment of all utilities serving the area, including lighting assessment;
 - iv. Identify any potential asbestos within the impacted areas;
- c. **Code and permitting review** –
 - i. Evaluate local, state, and/ or federal code related issues associated with the project;
 - ii. Review the Conservation, Environmental, and Health Department permits and approvals;
 - iii. Outline the approval steps required to complete the permitting associated with the future renovation, repair, or reconstruction project.
- d. **Assessment & Budgeting**
 - i. Provide assessment of overall gym conditions and needed improvements with special considerations to energy efficiency, acoustics, durability, cost effectiveness, expediency of installation, project synergy, and versatility of sports;
 - ii. Provide concept plans for flooring replacement, padding installation, seat removal, and amenities upgrades;
 - iii. Provide phasing recommendations, particularly with regards to budgeting;
 - iv. Provide updated work plan;
 - v. Provide cost estimates – construction and project cost update;
 - vi. Provide updated permitting checklist and milestones;
 - vii. Identify any value added items not included in this project that could be added if additional funding were sought.

The studies shall include preliminary plans, sections or other sketches, and/or drawings to describe the design. During this phase the Designer will have regular meetings with PFDO to evaluate the most cost effective, long term, and feasible solution.

The reconciled cost estimate shall include both hard and soft costs and be used as a basis for defining the next stage of funding approvals by the Town of Needham.

F. Phase 5 – Pollard Blue & Green Gym

a) Design Study and Refinement of a Preferred Design Solution

- a. Provide a design study for the flooring replacement, padding installation, seat removal, and anything that may be impacted by these upgrades;
- b. Provide cost estimates;

- c. Identify any value added items not included in this project that could be added if additional funding were sought.

Phase 5 is expected to last from January 2017 – April 2018. It is contingent on approval of funding at the 2017 Annual Town Meeting in May 2017.

F. Meetings and Communication

Based upon the agreed Work Plan the Designer shall attend progress workshops and review meetings as necessary with Public Facilities representatives for gathering information and to provide project updates and/or recommendations throughout the project. The Designer shall maintain a high level of communication with the PFDO's project representatives. A minimum of 5 presentations and/or workshops are included as a part of the project basic services during this first phase, including 1 to the School Committee and 1 to Parent Groups.

G. Preliminary Project Schedule

The following schedule is not intended to provide a completion date for each deliverable but to illustrate the date by which each phase must be completed to maintain the overall project schedule. It is possible that given the design features recommended these dates could be combined or expedited. It is expected the selected Designer will include milestone dates for each deliverable in their detailed Project Calendar and schedule to be provided during Start-Up.

- a) Phase 1 - Investigation, Assessment of Options, Schematic Design, and Budgeting – NHS A Gym
 - i. Kick-Off January 2017
 - ii. Preliminary finding March 2017
 - iii. Completion June 2017

- b) Phase 2 – Detailed Design of the preferred solution (Design Development, Construction Documents, Bidding, and Construction Administration) – NHS A Gym Ceiling & Lighting
 - i. Kick-off June 2017
 - ii. Finalized bid specifications January 2018
 - iii. Bid February 2018
 - iv. Construction begins June 2018 (after end of school year)
 - v. Construction completed by September 2018 (prior to start of school year)

- c) Phase 3 – Detailed Design of the preferred solution (Design Development, Construction Documents, Bidding, and Construction Administration) – NHS A Gym Flooring & Court Design
 - i. Kick-off September 2017
 - ii. Finalized bid specifications January 2018
 - iii. Bid February 2018
 - iv. Construction begins June 2019 (after end of school year)
 - v. Construction completed by September 2018 (prior to start of school year)

- d) Phase 4 - Investigation, Assessment of Options, Schematic Design, and Budgeting – Pollard Blue & Green Gyms
 - i. Kick-Off September 2017

- ii. Preliminary finding November 2017
 - iii. Completion December 2017
- e) Phase 5 – Detailed Design of the preferred design solution (Design Development, Construction Documents, Bidding, and Construction Administration) – Pollard Blue & Green Gyms Floors
- i. Schedule to be confirmed based upon Phase 4 study conclusion and funding

F. Design Fee

The Fee for Basic Services and Expenses for Phase 1 & Phase 2 will be negotiated and shall not exceed a total cost of \$30,000 for the Design, contract documents (using the Town's front end), and approving payment request from the awarded vendor of the construction project.

The Fee for Basic Services and Expenses for each additional phase will be negotiated and shall not exceed \$100,000 total for all remaining phases included the Design, contract documents (using the Town's front end), and approving payment request from the awarded vendor of the construction project.

Prior to negotiating a contract with the top-ranked designer, the Public Facilities Dept. Operations will advise the firm to be prepared to provide the following information:

- Rationale for the development of fee proposal,
- Hourly rates for the designer's personnel and consultants,
- Letter goals to meet the designer's MBE / WBE goals for the project
- The markup, if any, that the designer will add to costs, including sub-consultant fees, or reimbursable expenses, resulting from a change in the scope of work.

III. Response to RFQ – Designer Qualifications

This RFQ will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFQ will be required to execute the "Agreement between Owner and Designer" that can be found attached hereto (Attachment A). Designers submitting an application in response to this RFQ must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions.

The successful Respondent will be required to provide a certificate of professional liability insurance, at the time of contract execution, in accordance with Article 11 of the Agreement – Attachment A. The successful respondent shall identify **reimbursable expenses which shall be included within the not to exceed fee.**

A. Project Work Plan

The estimated total duration of this Contract for Designer Services, for Phase-I is estimated to be 4 (four) months. As a requirement of this RFQ, each respondent must include a project work plan. It is anticipated that a notice to proceed will be issued on or around January 9, 2017. Detailed Study shall be complete and approved on or before April 30, 2017.

The Designer's Work Plan submitted with his/her proposal will be considered an estimate. After award of a contract, the Owner and Designer will review the Work Plan originally submitted and accept as submitted or modify to meet the Owners milestones. The Designer's adherence to the accepted Work Plan times will be part of the Owner's

performance evaluation of the Designer's work, which will be conducted at the end of the Project.

B. Qualifications Required

In evaluating qualifications, the Owner and Public Facilities Dept. Operations will consider the members of the proposed design team. The firm's name, individual's name, and Massachusetts professional registration or license number, as applicable, must be listed in the application for each category of work or expertise. If the Architectural firm has the expertise within their firm for these sub-consultant qualifications, then those team members should be identified accordingly in the Organization Chart and the resume. The member(s) of the proposed design team will be responsible for the following categories of work:

- 1) Architecture
- 2) Mechanical Electrical Plumbing and Fire Protection Engineering*
- 3) Structural Engineering*
- 4) Hazardous Materials
- 5) Cost Estimating
- 6) MAAB and ADA accessibility.

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by a sub-consultant(s). Some of these categories of Design expertise marked with an asterisk* may have minimal involvement in the Feasibility Report phase of the work, but will have more detailed involvement in the final Detailed Design documents and therefore should be identified at this time.

Failure to address each category may result in the elimination of the applicant from consideration on this project. Applicants should not list any consultants other than those for the categories of work listed above.

C. SDO Goal

Pursuant to M.G.L. c 7C, §6 and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

- 10.4%** combined MBE/WBE participation on construction contract awards; and,
- 17.9%** combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE **and** WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or

designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and the Awarding Authority will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

Participation by MBE and WBE firms will continue to be tracked, reported and monitored separately to ensure that both MBE and WBE firms are participating on these projects. Not every project will have the full MBE/WBE goals set forth above due to their size, scope, or geographic location, as certain projects may have reduced goals, or in some cases no goals, as determined by the public awarding authority.

D. RFQ Response Requirements

Persons or firms interested in applying must meet the following requirements:

1. Applications - one (1) original, five (5) copies and one (1) electronic copy in PDF or similar format - must be received on or before 2:00PM on Monday, November 28, 2016. The applications must include the following:

- a. Cover letter – 2 page maximum,
- b. Completed DCAM Designer Application Form. Applications are limited to the application plus a maximum of 3 supplementary pages, double sided, not including the required documents listed below. Information in excess of three pages may be the basis of rejection. The Applications shall be on "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction" (updated May 2013) or most recent version as developed by the Designer Selection Board of the Commonwealth of Massachusetts. The form can be found at the Massachusetts DCAM web site.
- c. Evidence of professional liability insurance with at least the minimum liability coverage amounts noted in this RFQ -Attachment A- Article 11,
- d. Preliminary Work Plan identifying design tasks and responsible sub-consultants and incorporating the specified schedule into a project calendar (Maximum of two double sided pages),
- e. Attachment B- Certificate of Non-collusion; Attachment C: Certifications; Attachment D: Certificate of Authority (if applicable); and Attachment E: Certificate of Compliance with Massachusetts Tax Laws,
- f. SDO (formerly known as SOWMBA) - MBE or WBE certificates (as applicable to project team members).

Proposal packages should be provided in simple spiral binders or stapled. Double sided printing is encouraged where appropriate to reduce paper.

2. Qualifications shall be addressed to the attention of:

Office of Public Facilities Operations c/o
Office of the Department of Public
Works (DPW), Second Floor
500 Dedham Ave
Needham, MA 02492
c/o Carys Lustig
Tel: (781) 455-7550 x 373
Fax: (781) 453-2510
Email: clustig@needhamma.gov

3. Qualifications must be clearly identified by marking the package or envelope with the following:

Town of Needham – Designer Services for Upgrades: High School & Pollard Gyms

Project – Designer

Contract ID# 17PFO115D

Qualifications for - _____ "Insert Name of Applicant"

4. All questions regarding this RFQ should be addressed exclusively in writing in accordance with the Deadline for Written Questions in the Procurement Schedule to:

Cecilia Simchak, Administrative Analyst

Public Facilities Dept. - Operations
Town of Needham
500 Dedham Ave
Needham, MA 02492
Tel: (781) 455-7550 x **366**
Fax: (781) 453- 2510
Email: csimchak@needhamma.gov

**The deadline for questions is 3:00PM
Tuesday, November 15, 2016.**

E. Pre-Proposal Meeting (optional)

A Pre-Proposal meeting will be held as follows:

When: Monday, November 14, 2016 @ 3:00PM

Where: Needham High School, 609 Webster St.

The briefing session will be held at the **Needham High School** starting at the main entrance on Webster St.. Following a project overview and Q&A session the applicants may attend a tour of the Needham High School A Gym. Applicants may then follow a town employee to the Pollard Middle School to view the Blue & Green Gyms. **Attendance is encouraged but not required for submission of qualifications.**

IV. EVALUATION

A. Selection Process

The Owner, through its Public Facilities Dept. Operations (PFDO), will consider the following criteria in evaluating Qualifications:

1. Demonstrated recent experience and expertise with similar Designs with specific emphasis on gym design performed within the past ten years, as well as team expertise in project conservation and environmental permitting;
2. Past performance of the firm, if any, with regard to public or private projects across the Commonwealth, with respect to:
 - a. Quality of project design
 - b. Quality, clarity, completeness, and accuracy of plans and reports
 - c. Ability to meet established program requirements within allotted budget
 - d. Ability to permit complex projects
 - e. Coordination and management of consultants
 - f. Working relationship with local awarding authority, staff, and local officials;
3. Identification and quality of work of the firm, if any, with regard to prior similar design services provided to municipalities and state agencies;
4. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract. Capacity of the firm to meet the time commitments required by the project;
5. The financial stability of the firm;
6. The identity and qualifications of the consulting firms who will work on the project; The qualifications of the key personnel and consultants to be assigned to the project;
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client;
8. References from recent clients for similar projects;
9. Team's ability to meet the SDO goals for MBE & WBE participation;
10. Any other criteria the selection committee considers relevant to the project.

B. Evaluation

An evaluation matrix to be used in the selection process has been included for references. The evaluation will be based on the following scoring:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

V. Comparative Evaluation Criteria

Proposals which satisfy the Designer Qualifications and comply with the Response Requirements will be further evaluated based on the criteria listed below. Interview with the Bidders will be part of the evaluation process. For each criterion, proposals will be assigned a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable. After the Evaluation Committee provides a rating for the individual criteria, it will assign a composite rating to each proposal. Criteria that will be used for comparative purposes are the following

A. Proposal Evaluation Criteria

Overall	
Highly Advantageous	The proposal is complete and demonstrates a clear understanding of the services to be performed and how the services will be provided in accordance with the Town needs. The Bidder exceeds the Minimum Qualifications.
Advantageous	The proposal is complete and the Bidder meets all the Minimum Qualifications.
Not Advantageous	The proposal is incomplete/is not clear whether it satisfies the services, but the Bidder meets all of the Minimum Qualification.
Unacceptable	The Firm does not meet the Minimum Qualifications.

Quality Assurance	
Highly Advantageous	Proposal offers a creditable and detailed plan that illustrate the methodology and organization in place to provide appropriate quality assurance controls with guarantees of performance.
Advantageous	Proposal offers a creditable and detailed plan that illustrate the methodology and organization in place to provide appropriate quality assurance controls.
Not Advantageous	Proposal offers a plan that illustrate the methodology and organization in place to provide appropriate quality assurance controls.
Unacceptable	Plan does not have checks in place for Quality Assurance Controls.

Experience of Identified Staff	
Highly Advantageous	The lead personnel have ten (10) or more years' experience with projects similar to those outlined in the RFQ.
Advantageous	The lead personnel have five (5) or more years' experience with projects similar to those outlined in the RFQ.
Not Advantageous	The bidder has three (3) or more years' experience with projects similar to those outlined in the RFQ.
Unacceptable	The bidder has less than three years' supervisory with projects similar to those outlined in the RFQ.

Management Approach & Capacity to Perform Work	
Highly Advantageous	The proposal is complete and demonstrates a clear understanding of the services to be performed and how the services will be provided in accordance with the Town needs. The Bidder exceeds the Minimum Qualifications.
Advantageous	The proposal is complete and the Bidder meets all the Minimum Qualifications.
Not Advantageous	The proposal is incomplete/is not clear whether it satisfies the services, but the Bidder meets all of the Minimum Qualification.
Unacceptable	The Firm does not meet the Minimum Qualifications.

Past Performance on Public Projects, Particularly Municipalities	
Highly Advantageous	The firm has ten (10) or more years of experience with school buildings and other public projects.
Advantageous	The firm has five (5) or more years of experience with school buildings and other public projects.
Not Advantageous	The firm has three (3) or more years of experience with school buildings and other public projects.
Unacceptable	The firm has less than three years of experience with school buildings and other public projects.

Financial Stability	
Highly Advantageous	The firm has been in business ten (10) or more years with no financial problems.
Advantageous	The firm has been in business seven (7) or more years with no financial problems.
Not Advantageous	The firm has been in business five (5) or more years with no financial problems.
Unacceptable	The firm has been in business less than five (5) years with no financial problems.

Evidence of Insurance, Including Professional Liability Insurance	
Advantageous	The firm provides evidence of profession liability policy insurance, general liability, and motor vehicle liability insurance that exceeds the minimum requirements of \$1,000,000 per claim and \$2,000,000 per aggregate.
Unacceptable	The firm does not provide evidence of professional liability policy insurance, general liability, and motor vehicle liability insurance.

Prior Inspection, Design, and Project Monitoring Experience with School Renovations, Particularly Gyms	
Highly Advantageous	The firm has ten (10) or more years of experience with inspection, design, and project monitoring experience during school renovation activities.
Advantageous	The firm has five (5) or more years of experience with inspection, design, and project monitoring experience during school renovation activities.
Not Advantageous	The firm has three (3) or more years of experience with inspection, design, and project monitoring experience during school renovation activities.
Unacceptable	The firm has less than three years of experience with inspection, design, and project monitoring experience during school renovation activities.

Ability of the Firm to Remain within Budget Based	
Highly Advantageous	The firm has completed seven (7) or more similar projects and remained in the originally projected budget with no change orders.
Advantageous	The firm has completed five (5) or more similar projects and remained in the originally projected budget with no change orders.
Not Advantageous	The firm has completed three (3) or more similar projects and remained in the originally projected budget with no change orders.
Unacceptable	The firm has completed less than three (3) similar projects and remained in the originally projected budget with no change orders.

Successful Completion of Similar Project	
Highly Advantageous	The bidder has seven (7) or more years' experience in providing services comparable to that listed in the overview of services and has evidence of successful completion.
Advantageous	The bidder has five (5) or more years' experience in providing services comparable to that listed in the overview of services and has evidence of successful completion.
Not Advantageous	The bidder has three (3) or more years' experience in providing services comparable to that listed in the overview of services. and has evidence of successful completion.
Unacceptable	The bidder has less than three (3) years' experience in providing services comparable to that listed in the RFP in relation to the work required and has evidence of successful completion.

B. Interviews

As part of the evaluation process, the Evaluation Committee will require a presentation by Bidders that meet the Minimum Quality Requirements. Interviews will consist of questions from the selection committee on the technical proposal, and bidders must be ready to speak to their qualifications and action plans for this project.

Presentations should be no longer than 15 minutes, with approximately 20 minutes additional reserved for questions from the Evaluation Committee.

A presentation to the Evaluation Committee is a requirement for award of a contract. Bidders that fail to make a presentation will be deemed non-responsive and therefore the proposal will be rejected.

Interview	
Highly Advantageous	Bidder offers an exceptionally creative, well organized and compelling presentation, and demonstrates an ability to effectively communicate ideas and plans. The Bidder responds to the Committee's questions with factual and clear answers, and follows up on Committee requests for additional information promptly (less than 24 hours).
Advantageous	Bidder offers a clear well organized presentation, and demonstrates an ability to effectively communicate ideas and plans. The Bidder responds to the Committee's questions with factual and clear answers, and follows up on Committee requests for additional information within the time frame agreed to at the presentation (usually not more than 2 business days).
Not Advantageous	Bidder offers an unclear and confusing presentation, and does not effectively communicate their ideas and plans. The Bidder responses to the Committee's questions were unclear and/or did not follow up on any request for additional information promptly. Failure to provide requested information within the agreed time will be a basis for rejection of the Bidder.
Unacceptable	Bidder declines or does not make a presentation

C. Bidder References

Quality of References	
Highly Advantageous	Four clients contacted by the Town, among them at least three municipalities, commented substantively and positively on their experiences with the Bidder and their expertise and gave the firm a highly positive recommendation.
Advantageous	Three clients contacted by the Town, among them at least two municipalities/schools, commented substantively and positively on their experiences with the Bidder and their expertise and gave the firm a highly positive recommendation.
Not Advantageous	One client contacted by the Town commented substantively and positively on their experiences with the Bidder and gave the firm a highly positive recommendation.
Unacceptable	No client contacted by the Town commented substantively and positively on their experiences with the Bidder.

VI. Other

Rule for Award

The Town reserves a period up to forty-five (45) calendar days following the opening of the qualifications in which to evaluate and award the contract.

The Town herein declares its express purpose not to award the contract to any Designer unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. The Designer must possess and identify the physical resources, equipment, and personnel

necessary to carry out the work in accordance with the specified requirements. If requested, any Designer MAY be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract (Attachment A, or a contract substantially in this form). Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

Federal and State Taxes

The Town is exempt from federal and state sales taxes and/or use taxes. Taxes are not to be included in the Proposal price to be negotiated with the winning Designer.

Information about changes to the RFQ (Addenda)

In the event that changes/additions are made to this RFQ, an addendum will be issued. Addenda will be emailed to every potential responder on record as receiving the RFQ package. It is necessary for the perspective Designer to submit the "ACKNOWLEDGEMENT OF RECEIPT" so that Addenda can be forwarded to interested firms.

Examination of documents and questions

The Designer shall be satisfied as to the requirements of the contemplated services to enable intelligent preparation of this Proposal. The Designer shall be familiar with all of the RFQ documents before submitting the Proposal so that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the Proposal is based on incomplete information. Inquiries concerning any part of this RFQ shall be directed to the individual(s) listed under the Procurement Schedule. Designers should note that oral communications are not binding on the Town. All requests/questions must be submitted in writing. Questions must be sent in writing and may be delivered by hand, fax, or email as referenced under the Procurement Schedule by the deadline. The Town will respond to written questions that are received by the deadline and will forward responses to all persons who are on record as receiving the Proposal package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Designers, please allow enough time for hand delivery or facsimile transmissions.

Proposal modifications or withdrawals

Qualifications may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, qualifications may not be changed. Minor mistakes may be waived by the Town.

Premature opening of a Proposal

The Town will not be responsible for the premature opening of any qualifications not properly identified. The Town may reject qualifications which are incomplete, not properly endorsed or signed, or which otherwise are contrary to these instructions.

Unexpected closure of delays

If, at the time of the scheduled proposal submission deadline, the building is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other the deadline will be postponed until 2:00 P.M. on the next normal business day. Qualifications will be accepted until that date and time.

Late submissions

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE QUALIFICATIONS WILL NOT BE CONSIDERED.

Rejection of bids

The Qualifications must satisfy all the requirements of the RFQ in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the qualifications unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Designers. A proposal may be rejected if the Designer:

- Fails to adhere to one or more of the provisions established in the RFQ;
- Fails to submit its proposal by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its proposal to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its proposal;
- Fails to provide material information;

OR

- Submits a proposal that is incomplete, not properly endorsed, or signed.

The Town reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

General and special provisions

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Designer shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B)

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Designer may receive or award as a result of this contract.

Services provided by the Designer shall be rendered through a professional services contract; the Designer will not be considered an employee of the Town and will not receive any benefits of an employee.

The Designer shall comply with Massachusetts General Laws, Chapter 66A if the Designer becomes a "holder" of "personal data". The Designer shall also protect the physical security and restrict any access to personal or other Town data in the Designer's possession, or used by the Designer in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment, or systems.

Ownership of Documents: All qualifications, materials, drawings, plans, etc. shall become the property of the Town and may not be disposed of without notification and shall be considered public information.

The Designer selected shall be expected to comply with all applicable federal and state laws in the performance of services.

By execution of a contract with the Town of Needham, the Designer acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws,

Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

Contract terms and conditions

The contract is anticipated to be executed by the date indicated under Procurement Schedule for this Proposal. The Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected Designer is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

The Town's Standard Contract is incorporated herein as Attachment A. Bidders are expected to review the sample contract. Unless otherwise noted by the Town in this RFQ, the terms and conditions contained therein are NOT negotiable.

VII. Attachments

- Attachment A: Agreement Between Owner and Designer
- Attachment B: Certificate of Non-Collusion
- Attachment C: Certifications
- Attachment D: Certificate of Authority
- Attachment E: Certificate of Compliance with Massachusetts Tax Law

Intentionally Left Blank

ARTICLE 3: TIME OF COMPLETION

3.1 The work to be performed under this Contract shall be commenced immediately upon execution of this Agreement, and shall be entirely completed by _____.

3.2 The **DESIGNER** hereby agrees that if it fails to carry on the work with reasonable speed according to the agreed work plan or stops work altogether without due cause, as determined in each case by the **OWNER**, the **OWNER** may give notice to the **DESIGNER** in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice, if the work is not proceeding to the satisfaction of the **OWNER**, the **DESIGNER** shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The **OWNER** shall pay the **DESIGNER** for the performance of this Agreement the sum of \$_____ (_____) (words), including all fees and reimbursable expenses.

ARTICLE 5: PAYMENT

5.1 The **OWNER** shall make payment as follows:

a) On a monthly basis, thirty days within receipt and **OWNER** approval of an invoice for work performed or materials supplied the previous month.

5.2 With an invoice the **DESIGNER**, upon **Owner's request**, shall submit evidence satisfactory to the **OWNER** that the work has been completed.

5.3 The fees established under this Agreement are lump sum fees and include all of the expenses for all of the **DESIGNER'S** Consultants.

5.4 Pursuant to M.G.L., c. 7C, § 51, paragraph (j), **DESIGNER** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **DESIGNER** in the preparation of the bid documents, as reasonably determined by **OWNER**.

ARTICLE 6: NO RELEASE

The approval of any invoice by the **OWNER**, any payment by the **OWNER** to the **DESIGNER**, any use of the **DESIGNER'S** work or any part thereof by the **OWNER**, or any correction of the **DESIGNER'S** defective work by the **OWNER** shall not constitute the **OWNER'S** acceptance of the **DESIGNER'S** work which is not in accordance with the terms of this Agreement, nor shall it constitute a release of the **DESIGNER'S** obligation to perform the Project in strict compliance with all terms of this Agreement.

ARTICLE 7: USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 7.1 All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **DESIGNER** or **DESIGNER'S** Consultants shall become the property of the **OWNER** upon payment of sums due under the contract. The **OWNER** acknowledges the copyright of the **DESIGNER** and the **DESIGNER'S** Consultants.
- 7.2 The **OWNER** may use the Drawings, Specifications and such other documents prepared by the **DESIGNER** or the **DESIGNER'S** Consultants as needed for the construction, maintenance, repair, or modification of the **PROJECT**.
- 7.3 The **OWNER** shall defend and indemnify the **DESIGNER** or the **DESIGNER'S** Consultants and release and hold them harmless from any claims arising out of any use of or changes to the documents made by the **OWNER** or his representatives during any other construction not a part of this contract.

ARTICLE 8: NONPERFORMANCE

In the case of any default on the part of the **DESIGNER** with respect to any of the terms of this Agreement, the **OWNER** shall give written notice thereof, and if said default is not made good within such time as the **OWNER** shall specify in writing, the **OWNER** shall notify the **DESIGNER** in writing that there has been a breach of the Agreement and thereafter the **OWNER** shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the **OWNER** shall determine, and the **DESIGNER** shall pay for the completion of such work and reimburse the **OWNER** for all reasonable expenses incurred by reason of said breach. The **DESIGNER** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the **DESIGNER** shall be determined by the **OWNER** and certified to the **DESIGNER**.

ARTICLE 9: TERMINATION

- 9.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 9.2 The **DESIGNER** shall have the right to terminate this Agreement if the **OWNER** fails to make payment within thirty (30) days after it is due.

ARTICLE 10: NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham: Carys Lustig
Acting Director of Public Facilities Operations
Public Facilities Department - Operations
500 Dedham Ave
Needham, Massachusetts 02492

AND TO

Kate Fitzpatrick
Town Manager
1471 Highland Avenue
Needham, Massachusetts 02492

Notices to the Town of Needham must be sent to BOTH in order for it to be effective.

The **DESIGNER**: Name _____
Title _____
Company _____
Address _____

ARTICLE 11: INSURANCE

- 11.1 The **DESIGNER** shall at its own expense, obtain and maintain a Professional Liability Policy for errors, omissions, or negligent acts arising out of the performance of this agreement with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- 11.2 The **DESIGNER** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies in connection with any operations included in this Contract. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 11.3 The **DESIGNER** shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the **OWNER**.
- 11.4 The **DESIGNER** shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.

- 11.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work designed under the contract is completed and accepted by the **OWNER**. Since this insurance is normally written on a year-to-year basis, the **DESIGNER** shall notify the **OWNER** should coverage become unavailable or if its policy should change. The Town of Needham shall be listed as an Additional Insured on General Liability and Automobile Insurance Certificates.
- 11.6 Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be delivered at the time of the execution of the Agreement and filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **OWNER** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 12: INDEMNIFICATION

To the full extent permitted by law, the **DESIGNER** agrees to indemnify and hold the **OWNER** and all its or their member officers and employees harmless from and against any liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the **DESIGNER** in performance of services under this Agreement whether by itself or its employees or sub consultants but only in respect of injuries or damages sustained during the performance and prior to the completion and acceptance of the services covered by this Agreement.

ARTICLE 13: ASBESTOS REMOVAL

Without in any way limiting the **DESIGNER's** liability for any other negligent performance or failure to perform professional services, the **DESIGNER** shall incur no liability for claims arising out of the performance of or failure to perform professional services related to asbestos, except that the **DESIGNER** shall promptly notify the **OWNER** of any asbestos the **DESIGNER** observes that may affect the PROJECT. The **DESIGNER** shall include in the construction plans and specifications specific provisions requiring the contractor to include the time required for the asbestos abatement work in the PROJECT schedule, to organize its own work in such a way that it will not conflict with concurrent asbestos abatement work, and to coordinate all of the work at the site (including the asbestos abatement work), so as to minimize disruption and delay. The **DESIGNER** shall enforce the foregoing requirements, utilizing such authority as it may have under the construction plans and specifications. The **DESIGNER** shall confer with the asbestos abatement consultant to ascertain that similar and consistent requirements are being included in construction plans and specifications prepared by the consultant. The **DESIGNER** shall also be responsible for providing to any asbestos abatement engineer and any asbestos abatement contractor, construction plans and specifications which indicate the scope of the renovations and additions to the building. The **OWNER** hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the **DESIGNER**, his principals, employees, agents and consultants if such claim in any way would involve the **DESIGNER's**

services for remedial work related to asbestos in the PROJECT unless otherwise agreed to in writing.

ARTICLE 14. SUBCONTRACTING OF WORK

The **DESIGNER** shall not subcontract any of the work, which it is required to perform under this Contract to any corporation, entity or person without the prior approval of the **OWNER**.

ARTICLE 15: PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **DESIGNER** agrees to pay the prevailing wage and comply with G. L. c. 149, S 26 - 27D and a Statement of Compliance is included in the Contract Documents, when applicable.

ARTICLE 16: MBE/WBE PARTICIPATION

If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants and the like), then the **OWNER** shall incorporate into this Contract the current applicable minority-owned business enterprise (MBE) and women-owned business enterprise (WBE) participation goals, as determined by DCAM. Reductions or waivers of these goals may be permitted by the **OWNER** where the size, nature or location of the project makes achieving such levels of MBE or WBE participation unfeasible.

ARTICLE 17: GOVERNING LAW

The **DESIGNER** shall, as is consistent with the generally accepted standard of professional skill and care, perform the work required under this contract in conformity with requirements of the **OWNER** and applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

ARTICLE 18: DISPUTE RESOLUTION

- 18.1 **Mediation Mandatory.** In the case of a dispute where the dollar amount in dispute is \$50,000 or more, the **OWNER** and the **DESIGNER** shall engage in good faith in a non-binding mediation process using the services of a neutral mediator, which process shall be concluded within sixty days from the date that the either party submits to the other a written request therefore. The parties shall make good faith efforts to agree on the selection of a Neutral mediator experienced in mediating building design and construction disputes. The cost of the services of any mediator selected jointly by the parties to this Contract shall be borne equally by the **DESIGNER** and the **OWNER**.
- 18.2 **Arbitration Optional.** If mediation fails to resolve a claim, dispute or other matter in question between the parties, then the parties may mutually agree to submit their claim, dispute or other matter in question to binding or non-binding arbitration.

ARTICLE 19: CONSENT TO VENUE

The **DESIGNER** agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the **DESIGNER** commencing or prosecuting any litigation against the **OWNER**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial. Prior to entering into any agreement with a subcontractor, the **DESIGNER** shall require the subcontractor to agree to be subject to the terms of this Article.

ARTICLE 20: LIFE-CYCLE COST ESTIMATES

- 20.1 All contracts for architectural or engineering services necessary for the preliminary design of all new buildings or for the modification or replacement of an energy system in an existing building entered into by a public awarding authority subject to the bidding requirements of Sections 44A to 44L inclusive, of M.G.L. c. 149, shall contain a stipulation that life-cycle cost estimates shall be obtained at an initial stage and as a regular part of the services to be performed under said contract.
- 20.2 M.G.L. c. 149, § 44M defines "energy system" as: "any equipment that is employed to heat or cool a building, or to heat hot water used in a building, or to generate electricity for a building and that uses the sun, wind, water, biomass, oil, natural gas, or electricity as its power supply in whole or in part."

ARTICLE 21: RECORDS, DISCLOSURE STATEMENTS, ACCOUNTING CONTROLS, AUDITS

The **DESIGNER** shall maintain complete, accurate, and detailed records of all time devoted to the **PROJECT** by the **DESIGNER** and each consultant or subcontractor employed by the **DESIGNER**. The **OWNER** may at all reasonable times audit such records. On contracts where the total design fees exceed \$10,000 or which are for the design of a building for which the budgeted or estimated construction cost exceeds \$100,000, the **DESIGNER** shall comply with M.G.L., c. 30, § 39R, which requires the **DESIGNER** to:

- 21.1 Make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **DESIGNER**. [M.G.L. c. 30, § 39R(b)(1)-(2)].
- 21.2 Until the expiration of six (6) years after final payment, the **OWNER** and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the **DESIGNER** or of its consultants and subcontractors that directly pertain to, and involve transactions relating to, the **DESIGNER** or its consultants and subcontractors. [M.G.L. c. 30, § 39R(b)(1)-(2); Executive Order 195]

- 21.3 If the **DESIGNER** shall make any change in its method of maintaining records that would materially affect any statements filed by the **DESIGNER** with the **OWNER**, the **DESIGNER** shall forthwith deliver to the **OWNER** a written description of such change, the effective date thereof, and the reasons therefore. The **DESIGNER** shall submit with such description a letter from the **DESIGNER'S** independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, § 39R(b)(3)] The **DESIGNER** hereby represents that there have been no such changes to date that have not been so reported to the **OWNER**.
- 21.4 The **DESIGNER** shall file with the **OWNER** a statement of management as to whether the system of internal accounting controls of the **DESIGNER** and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. The **DESIGNER** shall also file with the **OWNER** a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. [M.G.L. c. 30, §39R(c)]. The **DESIGNER** warrants and represents that **DESIGNER** has filed a statement of management on internal accounting controls as set forth in this section prior to the execution hereof. [M.G.L. c. 7C, § 51(d)]
- 21.5 The **DESIGNER** shall annually file with the Commissioner of DCAM during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the **OWNER** upon request. [M.G.L. c. 30, §39R(d)] The **DESIGNER** represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in this section. [M.G.L. c. 7C, 51(d)]
- 21.6 Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, § 7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of section 21.2 above.

ARTICLE 22: DESIGNER'S CONTRACT SUPPLEMENTARY DATA

No changes are to be made to this Article at any time during the life of this contract without prior written notification to the **OWNER** and when required, receipt of written approval by the **OWNER**.

22.1 **DESIGNER'S Beneficial Owners.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the following named entities and individuals are the legal and beneficial owners of the **DESIGNER** as of the date of the execution hereof [M.G.L. c. 7C, §48] (attach additional sheets if necessary):

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles,

PARTNERSHIP: (Names of all Partners):

INDIVIDUAL (Name of Owner):

22.2 **Professional Registrations.** By signing this Contract, the individual executing this Contract on behalf of the **DESIGNER** certifies under the penalties of perjury that the following named individuals are registered by the Commonwealth as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the **DESIGNER** is an individual the **DESIGNER** is the individual named below, ii) if the **DESIGNER** is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the **DESIGNER** is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or iv) if the **DESIGNER** is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be. [M.G.L. c. 7C, §48]

<u>Name</u>	<u>Title</u>	<u>Mass. Registration</u>
-------------	--------------	---------------------------

NOTE: Programmers and construction managers are not required to be registered.

DESIGNER warrants that the Massachusetts registered principal of the **DESIGNER** responsible for the project is:

Name

ARTICLE 23. CERTIFICATIONS REQUIRED BY LAW

- 23.1 **Resume on File with Designer Selection Board.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that in accordance with the provisions of M.G.L. c.7C §48 a resume of the **DESIGNER** has been filed with the Designer Selection Board.
- 23.2 **No Inducements.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the **DESIGNER** has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for design services; no consultant to or subcontractor for the **DESIGNER** has given, offered or agreed to give any gift, contribution or offer of employment to the **DESIGNER**, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the **DESIGNER**; and no person, corporation or other entity, other than a bona fide full-time employee of the **DESIGNER** has been retained or hired by the **DESIGNER** to solicit for or in any way assist the **DESIGNER** in obtaining the Contract for design services upon an Contract or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the **DESIGNER**. [M.G.L. c. 7C, §. 51]
- 23.3 **Existing Government Contracts.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the following is a listing of all other existing contracts or income derived by **DESIGNER** from the Commonwealth or any political subdivision thereof or public authority therein, from the Federal Government or any agency thereof, and from the **OWNER** or any governmental source for services rendered. [M.G.L. c. 7C, § 48]:

Contract Description & Awarding Authority	Present Status % Design/Construction	Fee Received	Total Fee Anticipated
--	---	-----------------	--------------------------

- 23.4 **Annual Reports; Corporate Filings.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that, if the **DESIGNER** is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by M.G.L c. 156B, §109 (Business Corporation), by M.G.L c. 181, §4 (Foreign Corporation), or by M.G.L. c. 180, §26A (Non-Profit Corporation).
- 23.5 **Debarment; Suspension.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the **DESIGNER** is not currently debarred or suspended by the Commonwealth of Massachusetts, or any if its entities or subdivisions under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **OWNER** and the **DESIGNER** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **OWNER** and the **DESIGNER**. Neither the **OWNER** nor the **DESIGNER** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **DESIGNER** as an independent contractor. None of the terms of this Agreement shall create a principal-agent, master-servant or employer-employee relationship between the **OWNER** and the **DESIGNER**.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the **OWNER**, the **DESIGNER** acknowledges that the **OWNER** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **DESIGNER** based on said statute.

ARTICLE 27. CONFIDENTIALITY

The **DESIGNER** shall comply with Massachusetts General Law Chapter 66A if the **DESIGNER** becomes a "holder" of "personal data". The **DESIGNER** shall also protect the physical security and restrict any access to personal or other Town data in the **DESIGNER'S** possession, or used by the **DESIGNER** in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

ARTICLE 28. COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L., c. 62C, §49A, the undersigned, acting on behalf of the **DESIGNER**, certifies under the pains and penalties of perjury, to the best of the undersigned's knowledge and belief, that the **DESIGNER** is 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

By: _____
Corporate Officer
(if applicable)

(Signature Page to follow)

Intentionally Left Blank

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

1. The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws Chapter 7.

1. The undersigned certifies under penalties of perjury that this 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.

Signature of individual submitting Proposal

Date

Name of Business (please type or print)

This form is required with RFQ proposal submission.

ATTACHMENT C
CERTIFICATIONS

In accordance with M.G.L. c. 7 § 38H (b), the undersigned states that the wage rates and other costs used to support the designer's compensation are accurate, complete, and current at the time of contracting; and agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amount if the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

In accordance with M.G.L. c. 7 § 38H(b), the undersigned certifies under penalties of perjury that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services.

The undersigned certifies under penalties of perjury that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager.

The undersigned certifies under penalties of perjury that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and

Signature of individual submitting Proposal

Date

Name of Business (please type or print)

This form is required with RFQ proposal submission.

ATTACHMENT D
CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)

2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)

3. is the duly elected _____
(Insert the title of the officer in line 2)

4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

This form is required with RFQ Proposal submission if the Proposal is signed by a person other than the owner or president of the company.

ATTACHMENT E
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, the undersigned acting on behalf of the Bidder, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.*

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

*As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

This form is required with RFQ Proposal submission.