

Request for Qualifications  
Owner's Project Manager Services  
Lynnfield Public Library

The Town of Lynnfield ("Town"), through the Library Building Committee ("Building Committee"), requests qualifications from qualified firms for Owner's Project Manager ("OPM") services for the planning and design of a renovated or new public library. OPM services will commence immediately after contract award. Planning and design is expected to be completed by June 30, 2016. RFQ documents are available at the Board of Selectmen office, Town Hall, 55 Summer Street, Lynnfield, MA 01940, or by sending an e-mail to [jboudreau@town.lynnfield.ma.us](mailto:jboudreau@town.lynnfield.ma.us).

There will be a voluntary pre-bid walkthrough on Wednesday, May 20, 2015 at 2 P.M. at Lynnfield Public Library, 18 Summer Street, Lynnfield, MA. Sealed responses clearly labeled "Owner's Project Manager Qualifications for the Lynnfield Public Library" are due by 2 P.M. on Wednesday, June 3, 2015, delivered to: Town Administrator/Chief Procurement Officer, Town Hall, 55 Summer Street, Lynnfield, MA 01940. The Town reserves the right to reject any and all proposals; to waive any defects, informalities, and minor irregularities; to award contracts; or cancel this RFQ, if it is in the town's best interest to do so.

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR OWNER'S PROJECT MANAGER (OPM)**

For Planning and Design of a Library Facility in the Town of Lynnfield  
*under the direction of the Library Building Committee*

By the Town of Lynnfield and the Board of Library Trustees  
Lynnfield, Massachusetts

*Nancy D. Ryan, Director, Lynnfield Public Library*  
*James Boudreau, Town Administrator/Chief Procurement Officer*  
May 13, 2015

Advertising Dates:  
Goods and Services Bulletin – 5/13/15  
Lynnfield Villager – 5/13/15

Response Due Date: 6/3/15

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## **Invitation to Submit Proposal**

The Board of Trustees of the Lynnfield Public Library (“Library Trustees”) invite applicants to submit proposals for the services of a qualified Owner's Project Manager (“OPM”), as defined in Massachusetts General Laws Chapter 149, Section 44A½, and as further defined by the provisions of this Request For Qualifications (“RFQ”), to provide Project Management Services for the planning and design of a renovated or new public library in Lynnfield, Massachusetts (“Project”).

The Library Trustees are seeking the services of an OPM to represent the Library Trustees in the selection of a Designer and in the selection of any other consultants that may be needed, and to provide advice and consultation in: identifying and evaluating alternative solutions for a public library, selecting one or more of the alternative solutions for conceptual design and cost estimation, selecting a preferred option, and evaluating the schematic design and cost estimate of the preferred option.

All applicants must submit in conformance with this RFQ document, which is available at the Board of Selectmen office, Town Hall, 55 Summer Street, Lynnfield, MA 01940, or by sending an e-mail to [jboudreau@town.lynnfield.ma.us](mailto:jboudreau@town.lynnfield.ma.us).

It is expected that OPM services will be required from July 1, 2015 through July 2016. Any future design development, including preparation of construction documents, will be dependent upon Town approval, and the receipt of a Construction Grant from the MA Board of Library Commissioners. While it is anticipated that the same OPM individual or firm might oversee both

the pre-design and construction phases of the project, the requested proposal here shall cover only the pre-design study phase.

Upon completion of the pre-design study phase the Owner reserves the right to move into the design and construction phase of the project with the same Project Management firm.

## **Project Description**

The Town of Lynnfield is a community of 11,576 residents located in Essex County, Massachusetts. Our current library facility of 14,323 square feet was last renovated in 1990. A Library Building program was written in 2000 and a Construction Grant was submitted in 2001 but it was not funded. The Town has been awarded a 2014 MPLCP Planning and Design Grant and is in the process of conducting a new needs assessment and writing a new library building program. The library building program is expected to be completed by April 30, 2015, and the OPM will be under contract prior to the start of the selection process for the Designer / Architect.

In October 2014 the Library Trustees employed a Library Building Consultant to conduct a needs assessment and complete a Library Building Program that would recommend to the Library Trustees a library facility that will meet the community's needs twenty years into the future. The Building Committee will evaluate various options for a renovated or new library facility and select two or more for conceptual designs and cost estimates. The Building Committee will then select and recommend to the Board of Library Trustees a preferred option. The Library Trustees will then present their recommendation to the Board of Selectmen. The Building Committee will recommend an OPM to the Library Trustees, and the OPM will act as a consultant to the Building Committee and assist in the selection of a Designer, selection of any other consultants that may be needed, and provide advice and consultation throughout the process. The Designer will prepare a schematic design and cost estimate for the preferred option.

The schematic design and cost estimate will meet or exceed all standards and guidelines provided by the Massachusetts Board of Library Commissioners (MBLC) for submission as part of the 2014 Massachusetts Public Library Construction Program (MPLCP) Planning & Design Grant and will be sufficient for approval by the Building Committee, the Library Trustees and Town Meeting.

Funding for the planning and design project was approved at the April 28, 2014 Town Meeting.

## **Scope of Services**

Chapter 193, §13 of the Acts of 2004, as incorporated in MGL c. 149, s 44A ½, lists the minimal required duties of the OPM, which include, but need not be limited to:

providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification (pursuant to section 44D ½ or 44D ¾ when applicable), scheduling, construction, and the selection,

negotiation with and oversight of a designer, and, if necessary, with a general contractor for the project;  
ensuring the preparation of time schedules, which will serve as control standards for monitoring performance of the building design project;  
assisting in project evaluation, including, but not limited to, written evaluation of the performance of the design professional and of any other consultants, contractors, and sub-contractors;  
the performance of other tasks to minimize schedule delays, ensure quality of needed services, facilitate communications among all parties working on the project, and to complete the project within budget.

**Specific Scope of Services:**

1. The OPM will report to the Building Committee, which will oversee the OPM's management of the project.
2. The OPM will be required to attend Building Committee Meetings as directed by the Building Committee.
3. The OPM will be required to attend periodic meetings with the Library Trustees and provide status reports.
4. The OPM will be required to attend meetings with the Designer and other meetings, as directed by the Building Committee.
5. The OPM will prepare monthly reports and other reports related to the Project as directed by the Building Committee.
6. The OPM will work with the Building Committee to establish and monitor the Project budget.
7. The OPM will understand, direct, and prepare all documents required for compliance with the MBLC grant requirements.
8. The OPM will organize and conduct public meetings with abutters and neighbors to review concerns as needed.
9. The OPM will assist the Building Committee with Designer selection.

10. The OPM will assist the Building Committee with the selection of other consultants that may be needed to complete the project.

11. The OPM will provide advice and consultation in connection with site evaluation, including, but not limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, and subsurface testing.

12. The OPM will review and critique the Designer's conceptual plans and cost estimates for cost, constructability issues, missing items, coordination, and compliance with the requirements of the MBLC and all other applicable laws and regulations.

13. Cost Estimating Review and Evaluation – The OPM will: review and accept (and reconcile, if required) conceptual estimates; provide value engineering and resource prioritization suggestions; perform systematic cost review of conceptual and schematic designs and provide written acceptance; and work with Designer to reconcile estimates to Project budget as required.

14. Document Review – The OPM will provide constructability and coordination review of the documents at all stages of design.

15. Quality Control Program – The OPM will work with the Building Committee and Designer to develop a detailed Project-specific quality-control program that will provide for the identification of the best option for a new public library and the highest quality building possible within Project constraints.

16. The OPM will provide advice and consultation in evaluating the plan for a temporary library facility, if one is needed, including the space program, design and building systems criteria, and any other applicable criteria, and in evaluating the cost estimates of the planned temporary facility, including the relocation costs and return to the permanent facilities.

17. The OPM will provide advice and consultation in evaluating the plan for and cost estimates of moving into a new library facility.

18. The Town of Lynnfield at its sole discretion may choose to retain the OPM for the construction phase of the project. Should the Town decide to retain the OPM for the construction phase, some fees and term maybe renegotiated, but there will be no rebidding.

## Dates

| Date                          | Item/Task   |
|-------------------------------|---|
| 4/16/15                       | First Meeting, LLBC   |
| 4/24/15                       | Finalize RFQ  |
| 4/28/15                       | RFQ for an OPM approved by LLBC   |
| 5/13/15 G & S<br>5/7/15 local | Advertise RFQ in Central Register of the Commonwealth of Massachusetts and a newspaper of general circulation in the area in which the Project is located or to be located (Lynnfield Villager and Lynnfield Weekly News) |
| 5/20/15                       | Voluntary information session   |
| 5/28/15                       | Last day for questions from Responders  |
| 6/3/15                        | Proposals due   |
| 6/9/15                        | Responders short-listed   |
| 6/12/15                       | Interviews with short-listed Responders completed   |
| 6/16/15                       | Final recommendation submitted to the Library Trustees for review and approval  |
| 6/30/15                       | Negotiate contract with selected OPM  |
| 7/10/15                       | Execute contract with OPM   |
| 8/7/15                        | Hire an architectural design firm   |

Requests for Qualifications may be obtained on or after May 13, 2015 at the Board of Selectmen office, Town Hall, 55 Summer Street, Lynnfield, MA 01940, or by sending an e-mail to [jboudreau@town.lynnfield.ma.us](mailto:jboudreau@town.lynnfield.ma.us).

Written proposals must be received by the office of the Town Administrator/Chief Procurement Officer no later than 2:00 P.M. on June 3, 2015. Proposals must include an original, ten (10) copies, and one electronic copy in PDF format on a CD. Proposals submitted by fax or electronic mail will not be considered. Postmarks will not be considered.

**Submission Deadline and Instructions**

**Sealed proposals must be received and registered by the Town Administrator/Chief**

**Procurement Officer, Town Hall, 55 Summer Street, Lynnfield, MA 01940 by June 3, 2015**

**at 2:00 PM** at which time and place the sealed proposals shall be publicly opened.

Proposals must include an original, ten (10) copies, and one electronic copy in PDF format on CD. No proposals will be accepted after the time and date noted. Proposals submitted by fax or electronic mail will not be considered. Postmarks will not be considered.

Proposals should not include any reference to Consultant's proposed fee or any hourly rates. A contract and fee amount will be negotiated with top ranked applicants later in the selection process and will not be discussed in the proposals or interviews.

Request for Qualifications documents may be obtained at the office of Town Administrator / Chief Procurement Officer, James Boudreau, Town Hall, 55 Summer Street, Lynnfield, MA 01940 or by download at: [http://Lynnfieldma.gov/Pages/LynnfieldMA\\_Procurement/index](http://Lynnfieldma.gov/Pages/LynnfieldMA_Procurement/index) .

Proposals are to be sealed and properly identified on the outer envelope as "*Qualifications for Owner's Project Manager for Lynnfield Public Library*" with the applicant's name and address, and delivered either by mail or physically to:\

Mailing Address:  
Library Design Project  
James Boudreau, Town Administrator  
Town Hall  
55 Summer Street  
Lynnfield, MA 01940

Physical Address:  
Library Design Project  
James Boudreau, Town Administrator  
Town Hall  
55 Summer Street  
Lynnfield, MA 01940

### **Requirements for Content of Response:**

- Submit 10 (ten) hard copies of the Response to this Request for Qualifications. All Responses must:
  - Be presented in an organized and clear manner on 8½ x 11” pages and bound.
  - Respondents may supplement this proposal with graphic materials and photos that best demonstrate project management capabilities of the team proposed for this Project.
  - Responses shall be concise. Materials not directly relevant to this Project are discouraged.
  - Include an electronic copy in PDF format on CD.
- Include a cover letter which:
  - Acknowledges any addendum to the RFQ.
  - Acknowledges that the Respondent has read the Request for Qualifications. Respondent will note any exceptions to the RFQ in the cover letter.
  - Acknowledges Respondent meets minimum criteria.
- Include all the required forms and certifications in the Attachments:
  - Certification of Non-Collusion and Certification of Tax Compliance
  - RCB-1, References and Company Background
  - OPM Application Form, clearly communicating compliance with the minimum requirements and providing evidence relevant to the Evaluation Criteria identified in this RFQ.
- Include a profile of the firm describing the Respondent’s organization and its history.

- Provide a list of the seven (7) most recent projects accomplishing substantial completion.
- Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million (part of OPM Application Form).
- Include a description of specific examples of problem solving that had significant project impact on cost and time.
- Identify experience with life cycle cost analysis, cost estimating and value engineering, with examples of recommendations and associated benefits to towns.
- Include a description of management approach, including proposed project staffing, project management systems and effective information management.
- Identify firm's existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control, and safety) and who will be assigned to this Project (may be incorporated into OPM Application Form).
- Identify any services to be provided by sub-consultants (OPM Application Form).
- Include additional information, as needed, to address the Respondent's ability to meet the evaluation criteria.
- Identify availability for local meetings.
- Assure compliance with local, state and federal regulations.

Responses must be signed as follows:

1. If the proposer is an individual, by him/her personally.
2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner.
3. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation, and corporate seal affixed.
4. If the proposer is a limited liability company, by a manager.

**The Town of Lynnfield, as the awarding authority, reserves the right to accept any proposal in whole, and to reject any and all proposals if it shall be deemed in the best**

**interests of the Lynnfield Public Library and/or the Town of Lynnfield to do so.**  
**Respondents bear sole risk and responsibility for all costs incurred in the preparation and delivery of the proposal.**

### **Insurance and Indemnification**

**Insurance:** As a condition of application, each applicant agrees to carry, if selected for this project, general liability and motor vehicle liability insurance policies protecting the Town of Lynnfield in connection with any operations included in the contract and shall have the Town of Lynnfield listing as an additional insured on the policies. General coverage shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. Worker's compensation insurance, in accordance with the requirements of Massachusetts law, will also be required. See the sample contract for more specific insurance requirements.

**Indemnification:** The successful applicant shall agree to indemnify and hold harmless the Town of Lynnfield and its officers, boards and employees, including the Library Building Committee and the Board of Library Trustees, from and against all claims, causes of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the services performed.

**Questions, Addendum, or Proposal Modification**

Any questions concerning this Request for Qualification must be submitted in writing to:

James Boudreau  
Town Administrator/Chief Procurement Officer  
Town Hall  
55 Summer Street  
Lynnfield, MA 01940  
Email: [jboudreau@town.lynnfield.ma.us](mailto:jboudreau@town.lynnfield.ma.us)

All inquiries received by May 22, 2015 will be considered. Questions may be delivered, mailed, or emailed. Written responses will be mailed, or emailed to all applicants on record as having received the RFQ. All inquiries must be submitted to the Town Administrator/Chief Procurement Officer.

If any changes are made to this RFQ, an addendum will be issued. Addenda will be mailed or emailed to all applicants on record as having received the RFQ.

All proposals submitted in response to this RFQ shall remain firm for ninety (90) days following the proposal opening. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the Town Administrator/Chief Procurement Officer and the highest ranked applicant, on the basis of the evaluation criteria stated below.

An applicant may correct, modify, or withdraw a proposal by written notice received by the Town Manager/Chief Procurement Officer prior to the time of proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled “*Modification No. \_*”. Each modification must be numbered in sequence and must reference the RFQ.

After the opening of proposals, an applicant may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Lynnfield or fair competition. Minor informalities may be waived or the applicant may be allowed to correct them.

### **Fee**

The fee for this project is to be negotiated upon selection. The fee will include all expenses, direct and indirect, for this project. Payment for OPM services resulting from this RFQ is subject to available funds. All proposals shall belong to the Town of Lynnfield. The successful applicant shall agree to comply with all applicable federal, state, and local laws in performance of its contract with the Town of Lynnfield. The Town reserves the right to negotiate mutually acceptable amendments to the contract arising from the RFQ and, in particular, with respect to additional services.

Responses should not include any reference to Respondent’s proposed fee or any hourly rates. A contract and fee amount will be negotiated with top ranked applicants later in the selection process and will not be discussed in proposals or interviews.

### **Minimum Requirements**

In order to be eligible for selection, Respondent must certify in the cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response to demonstrate that these criteria have been met, will be rejected without further consideration.

Each Respondent must designate an individual who will serve as Project Manager, who will meet the following minimum requirements:

- The Project Manager will be a person who is registered by the Commonwealth of Massachusetts as an Architect or Professional Engineer and who has at least five (5) years experience in the construction and supervision of construction and design of public buildings; or
- If not registered as an Architect or Professional Engineer, the Project Manager must be a person who has at least seven (7) years experience in the construction and supervision of construction and design of public buildings.

- A thorough knowledge of the Massachusetts State Building Code, the regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act.
- A thorough knowledge of all public bid laws, including without limitation M.G.L. Chapter 149, Section 44A1/2.
- Prior experience administering design and construction on projects of similar size and scope.
- Financial and operational ability to perform project management services on the project within all established budget limits and time schedules.
- Familiarity and/or experience relating to “green” building certification program. Demonstrated experience working on green buildings, rating system used, e.g. LEEDS, and recommendations to Owner.

**Evaluation Criteria**

The Committee will evaluate each proposal from each firm deemed to have submitted a responsive and responsible proposal. Proposals will be assigned the rank of “highly advantageous,” “advantageous,” “less advantageous,” or “unsatisfactory” for each criterion. In addition to the material submitted within the proposal, the Town will likely contact references and may ask for additional information or a clarification of any responses.

| <b>Rank</b>           | <b>Standard of Review</b>  |
|-----------------------|--|
| • Highly Advantageous | Respondent excels on the specific criterion  |
| • Advantageous        | Respondent meets evaluation standard criterion   |
| • Less Advantageous   | Respondent does not fully meet the criterion or question/issue was not fully addressed |
| • Unacceptable        | Respondent does not address the criterion  |

**Criteria:**

- *Past performance*: Successful past performance of similar services on publicly funded projects in the Commonwealth, as evidenced by:
  - Documented performance on previous projects (included on OPM application form), including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, and number and outcome of any legal actions;
  - Satisfactory working relationship with designers, contractors, owners, committees, and local officials.
  
- *Relevant Library Experience*: Experience and successful past performance of public library projects including relevant issues, such as historic buildings, renovation in an existing location, new construction in a new location and the Massachusetts Public Library Construction Program.
  
- *Understanding of the development and importance of the Library Building Program to the project*.
  
- *Public Sector Experience*: Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, pursuant to the 2004 Construction Reform laws, as amended.
  
- *Management*: Respondent's approach to providing the level and nature of services required and approach to assisting in feasibility studies for projects of similar type. Approach will be evaluated based on Respondent's proposed project staffing, project management systems, effective information management, and examples of problem solving approaches to issues that impact time and cost.

- *Key Personnel:* Experience and roles of key personnel provided by the Respondent, including Project Manager, Project Representative, and any other key roles identified by the Respondent, including roles in design review, estimating, cost control, and schedule control. Respondents will be evaluated based on time commitment, experience, and references for these key personnel.
- *Capacity and Skills:* Experience of existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control, and safety).
- *Current and Projected Workload:* Respondent's current and projected workload.
- *Cost Analysis and Estimating:* Thorough knowledge and demonstrated experience with life-cycle cost analysis, cost estimating, and value engineering, based on actual examples of recommendations and associated benefits to towns.
- *Sustainability:* Familiarity with LEED Guidelines and/or demonstrated experience working on high performance green buildings.
- *Quality of Response:* The response to this RFQ is an example of the Respondent's work. Responses will be evaluated for conciseness, clarity, and relevance of content.

To establish a short list of Respondents to be interviewed, the Town will base its initial ranking of Respondents on the above Evaluation Criteria. At the Town's option, short-listed Respondents will be further evaluated based on financial stability. These Respondents may be asked to provide a current balance sheet and income statement as evidence of financial stability and capacity to support the proposed contract and provide evidence of sufficient office support. The Town will establish its final ranking of short-listed Respondents based on all information provided after conducting optional interviews and reference checks.

The Town reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. The Town may or may not, within its sole discretion, seek additional information from Respondents.

This Request for Qualifications, any addenda issued by the Town, and the selected Respondent's response will become part of the executed contract. The key personnel that Respondent identifies in its response will be contractually committed for the Project. No substitution or replacement of key personnel or change in the sub-consultants identified in the response will take place without the prior written approval of the Town.

The selected Respondent will be required to execute a contract for Project Management Services with the Town in a similar form as the sample Contract that is attached hereto as Sample Contract.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Town and the selected Respondent to the satisfaction of the Town, within its sole discretion. The selected Respondent will be required to provide pricing information for all phases specified in the contract at the time of fee negotiation. If the Town and the selected Respondent cannot reach agreement on the fee, the Town reserves the right to terminate negotiations and award the contract to the next highest-ranked Respondent, subject to that Respondent's agreeing to a fee deemed reasonable by the Town in its sole discretion. The Town may proceed in the same way, making conditional awards to one Respondent after another until it has reached agreement with the highest-ranked Respondent willing to agree to a reasonable fee.

The Building Committee will review all proposals based upon the above criteria. Findings from this evaluation will be used to select finalists. The Building Committee may elect to conduct interviews of multiple finalists. The Building Committee will rank finalists in order of

qualifications and forward this information to the Board of Library Trustees. The Library Trustees will present its recommendation to the Board of Selectmen which may choose to appoint an OPM from among the finalists, subject to successful fee negotiations. The Town of Lynnfield reserves the right to reject any and all responses.

### **Other Provisions**

#### **Public Record**

All Responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in Responses that are inconsistent with the provisions of these statutes will be disregarded.

#### **Communications with Town**

The Town's Procurement Officer for this Request for Qualifications is:

James Boudreau  
Town Administrator / Chief Procurement Officer  
Town Hall  
55 Summer Street  
Lynnfield, MA 01940  
jboudreau@town.lynnfield.ma.us  
781-334-9410

Respondents that intend to submit a Response are prohibited from contacting any of the Town's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Town, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFQ. In addition, such Respondents shall not discuss this RFQ with any of the Town's consultants (other than directed herein), Town's legal counsel or Town's other advisors. Failure to observe this rule may be grounds for disqualification.

### **Rejection of Responses, Modification of RFQ**

**The Town of Lynnfield, as the awarding authority, reserves the right to reject any and all Responses, if the Town determines, within its own discretion, that it is in the Town's best interests to do so. This RFQ does not commit the Town to select any Respondent, award any contract, pay any costs in preparing a Response, or procure a contract for any services. The Town also reserves the right to cancel or modify this RFQ in part or in its entirety or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.**

If the Town Hall Building, 55 Summer Street , Lynnfield MA 01940 is closed due to events beyond control, such as fire, snow, ice, wind, or building evacuation during the proposal deadline, the proposal deadline will be postponed until 2:00 P.M. on the next normal business day.

### **Subcontracting and Joint Ventures**

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

### **Pre-Bid Information Session**

There will be a voluntary pre-bid walkthrough at 2 P.M. on Wednesday, May 20, 2015, at the Lynnfield Public Library, 55 Summer Street, Lynnfield MA 01940

## **ATTACHMENTS**

- Certificate of Non-Collusion and Certificate of Tax Compliance
- Form RCB-1 References and Company Background
- Signature for Individual
- Signature for Partnership
- Signature for Corporation
- Sample Contract
- Sample Contract – Attachment A – Insurance

**CERTIFICATION OF NON-COLLUSION and CERTIFICATION OF TAX COMPLIANCE**

As required under Chapter 687 of the Acts of 1989, all bidders must certify to the following by signing this page in the space indicated below.

**CERTIFICATION OF NON-COLLUSION**

Pursuant to M.G.L. Ch. 30B, §10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion 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 bid or proposal)

\_\_\_\_\_  
(Name of Business)

**CERTIFICATION OF TAX COMPLIANCE**

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

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
(Authorized Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**Form RCB-1**  
**References and Company Background**

Name and Address of Proposer \_\_\_\_\_

\_\_\_\_\_

Indicate the number of years the firm has been in business. \_\_\_\_\_

Indicate the number of years the firm has been providing services to municipalities. \_\_\_\_\_

Provide at least four references of persons who are familiar with your work. The Town of Lynnfield is to have express permission to contact either in person, by phone/or correspondence as to past performance. **Include Name, Address, and Telephone Number with area code and email address.**

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

**Signature for Individual**

---

Name of Company Telephone Number

---

Address

---

City, State, Zip Code

---

Email Address

---

Name/Title of Authorized Individual Fax Number

---

**Signature for Partnerships (must be signed by ALL general partners)**  
**Use additional sheet if necessary.**

---

Name of Partnership

Date

---

Name and Title of Partner

Signature

---

Name and Title of Partner

Signature

---

Telephone Number of Company Offices

Fax Number of Company

---

Address

---

City, State, Zip Code

---

Email Address of Person Submitting Bid



**State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Lynnfield before award.**

## **SAMPLE CONTRACT**

### **TOWN OF LYNNFIELD, MASSACHUSETTS**

#### **AGREEMENT**

THIS AGREEMENT made this XX<sup>th</sup> day of XX, 2015 by and between the TOWN of LYNNFIELD, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at Town Hall, 55 Summer Street, Lynnfield, Massachusetts, 01940 hereinafter referred to as the “TOWN”, and OWNER’S PROJECT MANAGER, a \_\_\_\_\_ having a usual place of business at LOCATION, hereinafter referred to as the “CONTRACTOR”.

#### **WITNESSETH:**

Whereas, the TOWN invited the submission of proposals for Owner’s Project Manager services in connection with the Town’s Library Project (“the Project”); and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Request for Qualifications and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of performing the services outlined in the Request for Qualifications and the CONTRACTOR’s Proposal dated DATE.
3. Term of Contract. This Agreement shall be in effect from the date of this agreement through June 30, 2016. The Town at its option may extend the contract for up to 1 year by written notice not less than 30 days prior to the expiration of the initial term.
4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Proposal Price is: NEGOTIATED FEE.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice, subject to verification that the services invoiced were in fact fully and satisfactorily performed.
6. Liability of the TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, subject to the availability of a sufficient appropriation, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. Insurance.

A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in Attachment A.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation)

and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. Termination.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or

waive any rights or causes of action that the TOWN may have against the CONTRACTOR up to the date of such

termination. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.

13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement. Any legal action arising under this Agreement shall be brought exclusively in the state courts of the Commonwealth of Massachusetts sitting in Essex County, each party hereby

agreeing to be subject to the personal jurisdiction of such courts. Both parties hereby waive any right to trial by jury with respect to any claim or counterclaim arising hereunder or in connection herewith.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

TOWN OF LYNNFIELD, MA

By its: Town Administrator

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_

CONTRACTOR NAME.:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

**SAMPLE CONTRACT**

**ATTACHMENT A – INSURANCE**

General Liability & Automobile Coverage Requirements: *All other Service Projects:*

|   |             |
|---|-------------|
| a. Commercial General Liability:            |             |
| Each Occurrence:                            | \$1,000,000 |
| Personal/Advertising Injury Per Occurrence: | \$1,000,000 |
| General Aggregate:                          | \$2,000,000 |
| Product/Completed Operations Aggregate      | \$2,000,000 |
| Fire Damage Legal Liability                 | \$100,000   |

|                                |             |
|--------------------------------|-------------|
| b. Automobile Liability:       |             |
| Each Accident:                 | \$1,000,000 |
| Hired/Non-owned Auto Liability | \$1,000,000 |

c. Worker's Compensation, as required by Massachusetts State statutes.

d. The "Town of Lynnfield" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.

e. All insurance is to be provided by a company authorized to issue such insurance in the State of Massachusetts with a Best rating of no less than A:VII.

f. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Administrator, Town of Lynnfield, 55 Summer Street, Lynnfield, Massachusetts 01940.

g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.