

Request for Services (RFS)

Town of Mendon

Owner's Project Manager

Renovation of 22 Main Street to the New Mendon Police
Station

22 Main Street, Mendon MA 01756

July 26, 2017

Advertisement to be published in the Milford Daily
News, in the Central Register, and on the COMMBUYS
website on July 26, 2017

ADVERTISEMENT

Town of Mendon, Massachusetts
Request for Services
Owner's Project Manager Renovation of the Old Fire Station to the New
Mendon Police Station (RFS)

The Town of Mendon seeks services of a qualified "Owner's Project
Manager" as defined in Massachusetts General Laws Chapter 149
Section 44A ¹/₂ and as further defined in the RFS to provide project
management services for design development, construction documents,
bid and award, construction/renovation and final closeout of the new
Mendon Police Station.

Estimated Total Project Cost: \$ 4,986,600.00

The RFS may be obtained in the Board of Selectmen's office at the
Mendon Town Hall, 20 Main Street, Mendon, Massachusetts 01756, between
9:00am and 3:00pm local time Monday through Thursday beginning on July
26, 2017. It is also available on the Mendon Police Station Building
Committee website: [http://www.mendonma.gov/police-station-building-
committee](http://www.mendonma.gov/police-station-building-committee).

A voluntary site visit and information session will be held on August
3, 2017 at 2:00 pm at 22 Main Street, Mendon MA 01756. Contact: Laura
Dupuis, Administrative Assistant to the Board of Selectmen, (508) 473-
2312, or BOSAdmin@mendonma.gov.

Eight (8) hard copies of the response to this Request for Services
and one electronic version in PDF format on CD-ROM of the Proposal

shall be submitted and addressed to the Board of Selectmen, Town of Mendon, Mendon Town Hall, 20 Main Street, Mendon, MA 01756 no later than 2:00 PM Thursday, August 24, 2017.

The clock in the Board of Selectmen's Office shall be considered official. No late responses shall be accepted. No faxed or conditional responses shall be accepted.

The fee and contract terms will be negotiated with the successful bidder. A maximum stipend of \$186,000.00 has been set for this work.

The Town of Mendon reserves the right to waive any informalities or irregularities in the proposals received, or to reject any and all proposals, to cancel this RFS, or to accept proposals deemed to be in the best interest of the Town of Mendon.

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I. Introduction

The Town of Mendon, acting by and through its Board of Selectmen and the Police Station Building Committee (Committee), collectively referred to herein as the "Town," seeks services of a qualified "Owner's Project Manager" (OPM) as defined in Massachusetts General Laws Chapter 149 Section 44A ¹/₂ and as further defined in the RFS to provide project management services for design development, construction documents, bid and award, construction/renovation, and final closeout.

Project: Remodel an existing building into a new police station at 22 Main Street, Mendon MA. 01756

Estimated Project Cost: \$4,986,600.00

Existing Facility: (+/- 4150 sq. ft.) 22 Main Street, Mendon MA.

Time Frame: OPM Services to start on or before 9/12/2017

Building construction: Commence Construction Winter 2017/Spring 2018

Square Feet: 9,200 (+/-) square feet

II. Building Info / Background

The Town of Mendon is a suburban residential community with a population of approximately six-thousand-two-hundred-nine (6209) residents, located in Southern Worcester County.

The Town of Mendon has approved funding of approximately four million nine hundred ninety five thousand dollars (\$4,995,000) as a total budget (including owner's project manager and designer services) to renovate the former Mendon Fire Station Building as the new Mendon Police Station for the Town of Mendon.

A design firm was hired to prepare schematic designs and a detailed renovation budget for the former Mendon Fire Station property. The designer worked with the Mendon Police Department and the Committee through an iterative process to identify needs and refine plans that optimize functionality and economy of operation while minimizing total renovation and construction costs.

In researching opportunities to further reduce renovation expenses, the Committee reached out to Blackstone Valley Regional Vocational Technical High School (BVT). BVT worked directly with the Committee and the designer to identify which construction tasks could be accomplished by BVT students and the estimated savings to the Town of Mendon. The school has reserved time during the school year to assist with the renovation work as applicable.

At the May 5, 2017 Annual Town Meeting, voters approved the police station article by a wide margin. A debt exclusion question then passed voter approval on the May 16th ballot. Although the full cost for renovation and moving was requested, we expect to realize savings by our collaboration with BVT.

III. Scope of Services

The OPM chosen will assist the Town in the planning and in the selection of a designer, bidding and all phases of construction (including as described herein). The OPM acts as the awarding authority's agent and consultant throughout the project from design through completion and must be completely independent of the designer, general contractor, or any sub-contractor involved in the building project.

1. The OPM is expected to participate and advise the Town with the identification and selection of a designer. The OPM shall advise the Town as to whether any aspects of the Project should be modified within a particular area or budget estimate, space needs, and ensure that the designer follows through on providing information which may be necessary to complete the design for the building and site improvements.
2. The OPM is expected to coordinate all issues and discussions involved with the project and advise the Town as to the budget implications resulting from decisions made about the building at appropriate stages of design to assure the Town that the designer is fulfilling its contractual obligations.
3. Additional activities include but are not limited to: the overall project management plan, master schedule, cost control, financial commitments, project delivery (procurement) strategy, and any public approvals (if applicable).
4. Design participation shall include input on the design development phases, construction documents, bidding/award recommendation, construction interface or oversight, A/E report, building department review, public works, fire, water and sewer documentation/review and approvals, review of utilities, life cycle costs analysis, reuse studies, emergency response planning and swing space planning. In addition, the review may include meeting with the Board of Health and Conservation Agent/Commission (if applicable), as well as any other applicable Boards or Departments.
5. Bonds and Insurance Certificates: the OPM shall receive certificates of insurance and, where applicable, bonds from all parties required to provide them; such as the Designer, the Contractor, their various consultants and subcontractors, and vendors, and forward them to the Town. The OPM shall develop and maintain a bonding and insurance log identifying all parties required to provide bonds or insurance and noting certificates received, coverage expiration dates, and renewal status.
6. During the Bidding Phase, the OPM will work with the Town to review/comment on the set of final drawings, specifications, any addenda, bids/bid protests and recommendations from the Designer as

to any award recommendations or rejections. This includes any filed sub-contractors as well as general contractors.

7. The OPM Construction Services include additional design input and review, cost and schedule control(s), logistical planning, construction observation, work with the Town for project procurements not limited to the construction, work with Town's Inspectors both building (if applicable) and Town Engineering (if applicable). This may include procuring for professionals in the testing field(s) compaction, curing, and construction services, hazardous materials survey and abatement, or any required professional services to complete the project delivery. The Construction Phase will also include attendance at the pre-construction conference, providing an OPM project schedule, an RFI system, construction photos, change order review/management/recommendation, provide an opinion regarding reasonableness of cost in conjunction with input from the Designer, manage, log, and track all PCO's and change orders, shop drawing compliance/reviews and approvals, schedule monitoring, project records, testing, daily logs, review of application for payment and attendance at weekly project meetings, and preparation/distribution of meeting minutes. All monthly reports/schedules/budgets should be submitted to the Town for a monthly update.

8. The OPM's project oversight responsibilities include:

- Town Representative - Daily Construction Oversight
- Attend regular Job-Site Meetings.
- Review the Schedule of Values (SOV) independently and work with the Contractor to arrive at an acceptable SOV that can be used as a basis of monthly pay requisitions.
- Review Construction Contractor's Schedule.
- Update master schedule to reflect actual planned progress.
- Ensure that the Designer has addressed all the Federal, State and local Fire Safety Codes and the Regulations required by the applicable building and life safety codes are clearly delineated.
- Develop and implement control systems for monitoring the project progress with respect to cost, schedule, and quality for providing early warning of any impending problems.
- Prepare contingency plans for corrective actions with Town approval.
- Keep the Town advised on an on-going basis of all significant project developments including conditions and circumstances that could cause delays or be inconsistent with the project requirements.
- Update and issue a monthly master project construction schedule to show current conditions and revisions. Assist the Designer in the review evaluation, resolution and documentation of claims including but not limited to claims for additional time, claims for additional cost, claims for concealed or unknown

conditions, and claims for errors or omissions in the plans and specifications.

- In collaboration with the Designer, establish, implement, and advise the Contractor of procedures for expediting, processing and obtaining the Designer's approval of shop drawings, product data, and submittal log for identification of scheduling issues and provide comments thereon to the Designer. The OPM shall make recommendations to the Town and the Designer with respect to the use of substitutions and monitor status of submittals through the general contractor's submittal logs.
- Expedite and participate in the Committee's review of project data and samples when such review is requested by the Designer.
- Recommend courses of action for the Town if contract requirements are not being fulfilled and the non-performing party will not take corrective actions.
- Advise the Town of necessary or desirable change orders to the project. Assist in negotiation of all contractors' change order proposals and submit recommendations to the Town and the Designer. Establish and implement a change order tracking system and monitor approved and pending change orders and anticipated changes orders. Establish a time line for processing change orders that does not interfere with the progress of the work.
- Develop and implement procedures or prompt review and processing of Contractor's applications for payment, including certifications required by the Designer making recommendation for payment. Review the "pencil requisition" with the Contractor and review/sign final requisition.
- Monitor and collect all Certified Payrolls from filed sub-contractors, sub-subs, and the General Contractor, to be turned over to the Town on a monthly basis.
- Oversee the submittal and implementation of the Contractor and sub-contractor(s) safety programs as required by the contract documents.
- Oversee the activities and responsibilities of the Contractor to assist in maintaining schedules, control costs, assure quality, and minimize disruption, monitoring compliance with the contract requirements.
- Advise the Town in selecting and retaining professional services for testing or other technical services as needed.
- Oversee and coordinate quality assurance, testing and inspection programs including commissioning, all project closeout requirements, shop drawings and punch lists.
- Encourage Contractor to properly record and maintain all types of progress prints, manuals, samples, cut sheets etc. related to the quality and nature of the construction in progress on the job site.
- Prepare monthly progress reports for distribution to the Town as requested.
- Coordinate with the Town, as necessary, for the procurement of items required for the project.

- Establish and maintain project audit trail should the Town be granted any state or federal grant funding reimbursement program.
 - Develop and administer a construction mitigation plan i.e. with abutters.
 - Monitor the construction site for compliance with OSHA regulations related to site access, worker safety measures, use of personal protective equipment (PPE), adherence to noise regulations and hours of operation in accordance with the contractor's approved safety plan.
 - Monitor construction site for ongoing site cleanliness in order to maintain a safe site and not impact the neighborhood abutters to the project.
9. The OPM Project Closeout Services may include but are not limited to punch list, substantial completion certification, certificate of occupancy, moving coordination and setup, final completion, project completion certification, record documents, O & M manuals, warranties, instructions, release of liens affidavits, coordination drawings, any startup procedures, equipment operation reports (if applicable), warranties, project acceptance recommendation, monitor status, and completion of the punch list items.
10. The OPM agrees to be available for any future Litigation separate from the initial fee (if applicable). The Town will require hourly rates to be submitted following the lump sum negotiations.

IV. Submission Requirements to Determine Responsiveness and Responsibility

To be considered responsive and responsible, each Responder shall submit the following with its Response:

1. A fully executed Response (including the attached Owner's Project Manager Response Form), which shall include evidence that the Responder has met the following requirements:
 - In order to be eligible for selection, each Responder shall certify in its cover letter that it meets the requirements listed under section IV of this document. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, shall be rejected without further consideration.
 - Each Responder shall designate an individual who shall serve as the OPM. The OPM shall be registered by the Commonwealth of Massachusetts as an architect or professional engineer, and shall have at least five (5) years relevant experience in the construction and supervision of construction and design of public buildings with a particular emphasis on public safety buildings; or, if the OPM is not registered as an

architect or professional engineer, the OPM shall have at least seven (7) years of experience in the construction and supervision of construction, commissioning and design of public buildings, with a particular emphasis on public safety buildings.

2. A fully executed Conflict of Interest Statement.
3. A fully executed Conflict of Interest Certification Form.
4. A fully executed Certificate of Non-Collusion.
5. A fully executed Certificate of Tax Compliance (M.G.L. c. 62C, §49A).
6. A Certificate of Corporate Responder, if applicable.
7. A fully executed Certificate of Non-Debarment.
8. A fully executed Certificate of Compliance with Massachusetts General Laws Chapter 151B.
9. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met shall be submitted with the bid documents.
10. Name of lead consultant, address, name of contact person (including phone and fax numbers and email address).
11. Names and resumes of the Management Team for the provision of services if applicable.
12. A description of experience with similar Owner's Project Manager contracts within the last five (5) years. This shall include a brief description of the location, costs and date services were provided. Contact names and telephone numbers shall be provided. Express permission to contact these previous clients by telephone, in person, or by written correspondence, shall also be provided.
13. A description of past performance in both public and private contracts held by the Responder. Each Responder shall provide evidence of the following:
 - a. Documented performance on all previous projects as set forth in the form designated as an attachment, including the number of projects managed, the project dollar value for each, the number and percentage completed on time, the number and dollar value of change orders, the average number of projects per project manager per year, the number of accidents and safety violations, the dollar value of any safety fines, and the number and outcome of any legal actions (including litigation, mediation and arbitration).
 - b. A satisfactory working relationship with designers, contractors, owners and local officials.
14. The contact name, phone number and contract name for up to three (3) current references for similar contracts.
15. A statement of any legal proceedings pending or concluded within the past five (5) years relating to performance of this type of service (including litigation, mediation and arbitration).
16. A statement of financial stability of the Responder. Each Responder shall provide the last two (2) year-end Financial

- Statements with supplemental schedules or last two (2) years of Balance Sheets.
17. A statement of the numbers, qualifications and general and special skills of the consultants, subcontractors, and in-house personnel of the Responder who shall be working with the Town if applicable.
 18. A statement evidencing thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent laws, codes and regulations related to successful completion of the Project.
 19. A description of the Responder's Project Management approach. Each Responder shall describe its approach to providing the level and nature of services required, as evidenced by proposed project staffing for the Project, if applicable; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
 20. A summary of key personnel if applicable. Each Responder shall also provide an organizational chart that shows the interrelationship of key personnel to be provided by the Responder for this Project and that identifies the individuals and associated firms/sub-consultants (if any) who shall fill the key roles identified by the Responder, including, but not limited to, roles in design review/value engineering, estimating, records maintenance, sub-bidder prequalification, bidding, and cost and schedule control. Specifically, each Responder shall describe the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.
 21. A summary of the Responder's current and projected workload for management of projects that are estimated to cost in excess of \$3.0 million.
 22. A statement of the Responder's knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to owners.
 23. A statement of the Responder's knowledge and practices of the services of Building Commissioning Consultants.
 24. Documentation regarding compliance with I-9 Employment Eligibility Verification.

V. Town's Role/Relevant Information

The Town will make available relevant documents it has concerning the Project. The Town makes no guarantee of the accuracy, quality and quantity of such information. Existing and available information may be researched by the Responders prior to the submission deadline for Responses. Existing project related documents can be found at

<http://www.mendonma.gov/police-station-building-committee>.

VI. Comparative Evaluation Criteria

The Town will evaluate Responses (both in the written Responses and in the interview process) based upon the following criteria:

a. Prior similar contract experience;

The Town will evaluate the Responder's past experience in serving as an Owner's Project Manager for conversion of an existing building, especially a fire station, into a municipal police station building. The Town will evaluate the Responder's experience in working with life cycle cost analyses in making recommendations to owners about building materials, finishes etc., and in assisting in grant applications for funding.

b. Past performance on public and private contracts;

The Town will evaluate the past performance of the Responder with regard to management of the development of publicly funded projects across the Commonwealth, as evidenced by:

- a) Documented performance on all previous projects as set forth in the Owner's Project Manager Application Form, including the number of projects managed, the project dollar value of each, the number and percentage completed on time, the number and dollar value of change orders, the average number of projects per project manager per year, the number of accidents and safety violations, the dollar value of any safety fines, and the number and outcome of any legal actions (including litigation, arbitration and mediation).
- b) A satisfactory working relationship with designers, contractors, owners and local officials.

The Town will also evaluate the management approach employed by the Responder, examining how it has applied staffing in a project similar to the new Mendon Police Station.

c. Demonstrated financial stability;

The Town will evaluate the Responder's current balance sheet and income statement as evidence of the Responder's financial stability and capacity to support the proposed contract.

d. Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town;

The Town will evaluate the Responder's key personnel if applicable, examining the interrelationship between them in filling the key roles identified by the Responder, and in terms of design review/value engineering, estimating, records maintenance, sub-bidder prequalification, bidding, and cost and schedule control. The Town will evaluate the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

The Town will evaluate the Responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of the Massachusetts State Building Code,

regulations related to the Americans with Disabilities Act, and all other pertinent laws, codes and regulations related to successful completion of the Project. The Town will evaluate the Responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of Commonwealth of Massachusetts construction procurement laws, regulations, codes, policies and procedures. The Town will also evaluate the Responder's knowledge of life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners. The Town will also evaluate the Responder's knowledge of building commissioning consultants.

e. Capability of firm to perform services under any potential contract with the Town;

The Town will evaluate the Responder's current and projected workload for management of projects that are estimated to cost in excess of \$3.0 million.

VII. Selection Process and Schedule

Once all Responses have been verified that they are responsive and responsible, the Building Committee will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet.

In order to establish a short list of Responders to be interviewed, the Town will base its initial ranking of Responders on the above Evaluation Criteria. The Town will establish its final ranking of the short-listed Responders after conducting interviews and reference checks.

Identified reviewers will rank the responses based on the comparative evaluation criteria identified in this RFS and short-list a minimum of three (3) Responses. The Responses will be reviewed based on the preceding criteria by the Building Committee. After the review of all submitted qualification statements, the Town will select finalists and interviews with the Building Committee will be scheduled. These interviews will result in a finalist and alternates.

The following process will be followed by the Town:

1. The first-ranked selection will be submitted to the Mendon Board of Selectmen for its approval.
2. The first-ranked selection may be asked to participate in a presentation to the Board of Selectmen and/or submit additional documentation, as required by Board of Selectmen, as part of the approval process at no cost to the Town.
3. The Building Committee will commence fee negotiations with the first-ranked selection, while the Board of Selectmen will perform final fee negotiations.
4. If the Town is unable to negotiate a contract with the first-ranked selection or if the Board of Selectmen does not approve

the first-ranked selection, the Committee will then submit its second-ranked selection to the Board of Selectmen for its review and upon approval commence negotiations and so on, until a contract is successfully negotiated and approved by the Town.

The Town reserves the right to consider any other relevant criteria and speak with references other than those provided by Responders as the Town, in its sole discretion, may deem appropriate, provided that such action is consistent with current law. The Town may, within its sole discretion, seek additional information from Responders.

This RFS, any addenda issued by the Owner, and the selected Responder's Response will become part of the executed contract and fully incorporated therein by reference. The key personnel that the Responder identifies in its response shall be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Town.

The following is a tentative schedule of the selection process, subject to change at the Town's discretion.

<u>7/26/17</u>	Advertise RFS in Central Register of the Commonwealth of Massachusetts, on the COMMBUYS website, and in a newspaper of general circulation in the area in which the Project is located or to be located (Milford Daily News).
<u>8/3/17</u>	Site Visit
<u>8/10/17</u>	Last day for questions from Responders
<u>8/24/17</u>	Responses due
<u>8/30/17</u>	Responders short-listed
<u>9/6/17</u>	Interview short-listed Responders
<u>9/7/17</u>	Final selection submitted to the Board of Selectmen for review and approval
<u>9/11/17</u>	Negotiate with selected Responder
<u>9/12/17</u>	Execute contract

The Successful Responder shall be required to execute a Contract for Owner's Project Management Services with the Owner.

Prior to execution of the Contract for Owner's Project Management Services, the fee for services shall be negotiated between the Town and the selected Responder to the satisfaction of the Owner. The initial

fee structure will be negotiated through the Final Closeout Phase. The selected Responder, however, shall be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

Contract award, if any, is subject to the availability of funds. No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist.

The Successful Responder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town of Mendon harmless (see Sections VIII and IX below for more information).

VIII. Insurance

The Successful Responder shall obtain and keep in force throughout the term of the Contract and any extension or renewal thereof, at its own expense, the amount of insurance described in the Contract which is deemed a part of this RFS and is incorporated herein by reference. Without limitation of other requirements of this RFS, no Contract shall be entered into by the parties unless the Successful Responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language mandating that the Town of Mendon shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

The required insurance shall be issued by companies and forms acceptable to the Town of Mendon. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- 1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town of Mendon shall be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law.
- 4) Builders' Risk Property Coverage for the full insurable value (completed value) including existing structure of the building under construction. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Professional Liability of at least \$1,000,000/occurrence, \$3,000,000 aggregate. The Town shall be named as an Additional Insured.

- 6) Umbrella Liability of at least \$3,000,000/ occurrence,
\$3,000,000/aggregate. The Town shall be named as an
"Additional Insured".

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. All policies shall be so written that the Lessor will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the elective date or such cancellation of amendment.

IX. Indemnification

The Successful Responder shall indemnify, defend and hold harmless the Town and its officers, employees, agents and representatives from and for any loss, claim, demand, cost (including attorney's fees), expense, cause of action, or damage caused by or arising out of an act, omission, or negligent, wrongful, or intentional conduct of the Successful Responder in connection with the Project.

X. General Information

Requests for Services may be obtained on or after July 26, 2017. A voluntary site visit and information session is scheduled for August 3, 2017 at 22 Main Street, Mendon MA. 01756. Any questions concerning this Request for Services must be submitted in writing or e-mail by the close of business on August 10, 2017. The contact information is below:

Name:	Board of Selectmen
Address:	Town of Mendon
Address:	Mendon Town Hall, 20 Main Street, Mendon, MA 01756
Phone Number:	(508) 473-2312
Email:	BOSAdmin@mendonma.gov

Payment Schedule and Fee Explanation:

The Town will negotiate the fee for services and contract terms dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Owner's Project Manager Fee. The Town will not be liable for any costs incurred by any actual or prospective Responder in preparing a response to this RFS. A maximum stipend of \$186,000.00 has been set for this work.

Public Record

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

Waiver/Cure of Minor Informalities, Errors and Omissions

The Town reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Responder, and to conduct discussions with any qualified Responders and to take any other measures with respect to this RFS in any

manner necessary to serve the best interest of the Town of Mendon and its beneficiaries.

Communications with the Town

Responders that intend to submit responses are prohibited from contacting any of the Town's staff other than the contact indicated in the RFS. An exception to this rule applies to Responders that currently do business with the Town, but any contact made with persons other than the indicated contact must be limited to that business, and must not relate to this RFS. In addition, such Responders shall not discuss this RFS with any of the Town's consultants, legal counsel or other advisors.

FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.

For purposes of this RFS, the Committee's contact person is:

Name:	Laura Dupuis, Administrative Assistant to the Board of Selectmen
Address:	Mendon Town Hall, 20 Main Street, Mendon, MA 01756
Phone Number:	(508) 473-2312
Email:	BOSAdmin@mendonma.gov

Withdrawn/Irrevocability of Responses

A Responder may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

Rejection of Responses, Modification of RFS

The Town reserves the right to reject any and all responses if the Town determines, within its own discretion, that it is in the Town of Mendon's best interests to do so. This RFS does not commit the Town to select any Responder, 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 RFS in part or in its entirety, or to change the RFS guidelines. A Responder may not alter the RFS or its components.

If the Town Hall Building, 20 Main Street, Mendon MA 01756 is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation during the proposal deadline, the proposal deadline will be postponed until 2:00 PM on the next normal business day.

XI. Appendix

Attachments

1. Conflict of Interest Statement

CONFLICT OF INTEREST STATEMENT

The Responder hereby certifies that:

- 1. The Responder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a Contract for these services.**
- 2. No consultant to, or, subcontractor for the Responder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Responder, 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 Responder.**
- 3. No person, corporation, or, other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the Contract to the Responder.**

Name of Responder

Address of Responder

By: _____
Signature

Printed Name

Printed Title

Date

2. Conflict of Interest Certification

CONFLICT OF INTEREST CERTIFICATION

I hereby certify that the Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services outlined in the Request for Services. I also certify that the Responder understands that the Responder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Responder

Address of Responder

By:

Signature

Printed Name

Printed Title

Date

3. Certificate of Non-Collusion

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Response 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, joint venture, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Name of Responder

Address of Responder

By:

Signature

Printed Name

Printed Title

Date

4. Certificate of Tax Compliance

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, Section 49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of Responder

Address of Responder

By: _____
Signature

Printed Name

Printed Title

Date

5. Certificate of Corporate Responder

CERTIFICATE OF CORPORATE RESPONDER

I _____, certify that I am the _____ of the Corporation named as Responder in the attached Response; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Response was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

Name of Responder

Address of Responder

By:

Signature

Printed Name

Printed Title

Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Response on behalf of the Corporation, this certificate shall be completed by another Officer of the Corporation.

6. Certificate of Non-Debarment

CERTIFICATE OF NON-DEBARMENT

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the Town of Mendon within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Responder

Address of Responder

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

7. Certificate of Compliance with Massachusetts General Laws Chapter 151B

CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder hereby certifies that is in compliance and shall remain in compliance with Massachusetts General Laws Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Responder also hereby certifies that it shall comply with any and all State Office of Minority and Women Business Enterprise Assistance (SOMWBA) thresholds, as applicable, if they have been established in conjunction with this Contract solicitation.

Name of Responder

Address of Responder

By:

Signature

Printed Name

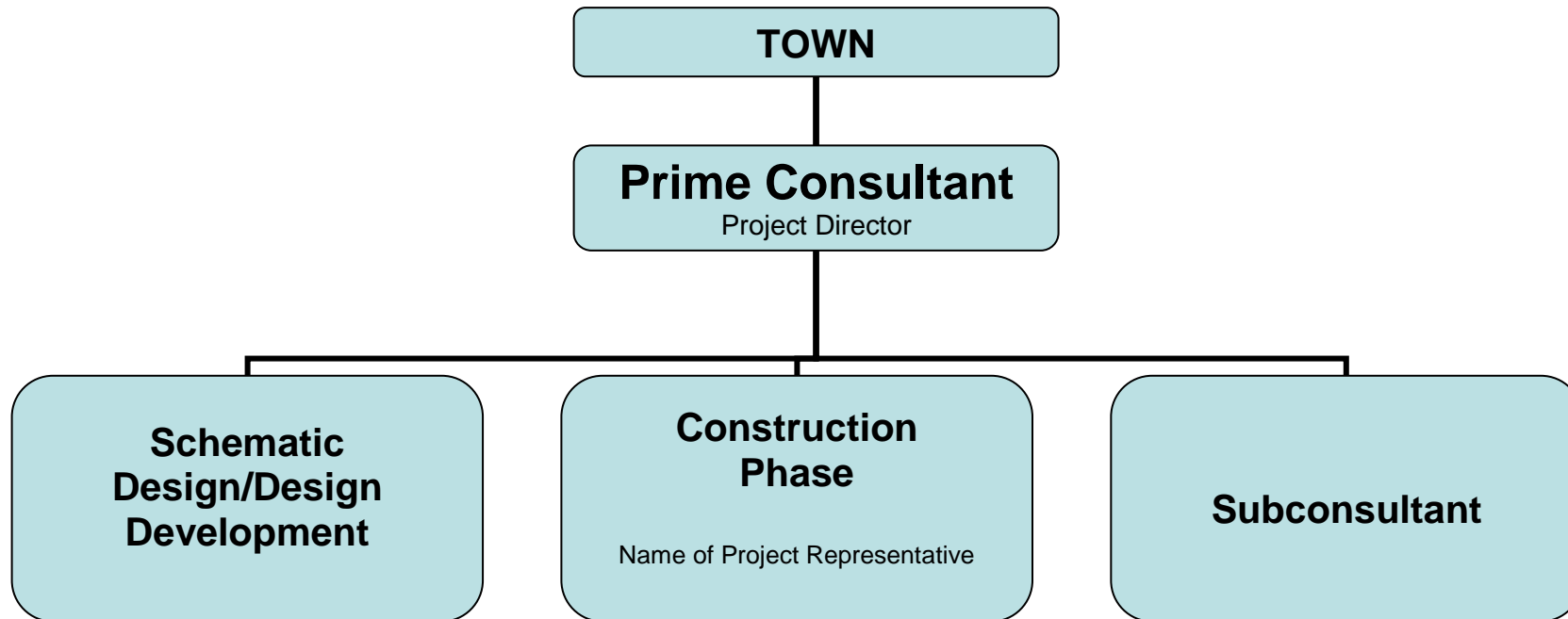
Printed Title

Date

8. Response Form

Owner's Project Manager Application Form																																																					
1. Project Name/Location for Which Firm is Filing:																																																					
2a. Responder, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:			2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 2a Above:																																																		
2c. Date Present And Predecessor Firms Were Established:			2d. Name And Address Of Parent Company, If Any:																																																		
2e. Federal ID #:			2f. Name of Proposed Project Director:																																																		
<p>3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Admin. Personnel</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 20%;">Cost Estimators</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 20%;">Other</td> <td style="width: 10%; text-align: center;">_____</td> </tr> <tr> <td>Architects</td> <td style="text-align: center;">_____</td> <td>Electrical Engrs.</td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acoustical Engrs.</td> <td style="text-align: center;">_____</td> <td>Environmental Engrs.</td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Civil Engrs.</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 20%;">Licensed Site Prof.</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">_____</td> </tr> <tr> <td>Code Specialists</td> <td style="text-align: center;">_____</td> <td>Mechanical Engrs.</td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Construction Inspectors</td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Inspectors</td> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> <td>Total</td> <td style="text-align: center;">_____</td> </tr> </table>						Admin. Personnel	_____	Cost Estimators	_____	Other	_____	Architects	_____	Electrical Engrs.	_____		_____	Acoustical Engrs.	_____	Environmental Engrs.	_____		_____		_____		_____		_____	Civil Engrs.	_____	Licensed Site Prof.	_____		_____	Code Specialists	_____	Mechanical Engrs.	_____		_____	Construction Inspectors	_____		_____		_____	Inspectors	_____		_____	Total	_____
Admin. Personnel	_____	Cost Estimators	_____	Other	_____																																																
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	_____		_____		_____																																																
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Construction Inspectors	_____		_____		_____																																																
Inspectors	_____		_____	Total	_____																																																
<p>4. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>																																																					

5. List **ONLY** Those Prime and Sub-Consultant Personnel identified as Key personnel in the Response to Request for Services. This Information Should Be Presented Below In The Form Of An Organizational Chart modified to fit the firm's proposed management approach. Include Name of Firm And Name Of The Person:



6. Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Shall Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.	
a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 6a Resides:	c. Name And Address Of Office In Which Individual Identified In 6a Resides:
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Date of MCCPO Certification:	f. Date of MCCPO Certification:
g. Applicable Registrations and Certifications :	g. Applicable Registrations and Certifications:
h. Current Work Assignments And Availability For This Project:	h. Current Work Assignments And Availability For This Project
i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

7a Past Performance: List all Completed Projects, in excess of \$3 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.									
a. Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract Value	g. Change Orders	h. Number Of Accidents And Safety Violations	i. Dollar Value of any Safety fines	j. Number And Outcome Of Legal Actions
(1)									
(2)									
(3)									

(4)									
(5)									

7b. Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.

a. Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)						
(2)						
(3)						

(4)						
(5)						

8. Capacity: Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Subconsultants. Identify project participants and highlight any work involving the project participants identified in the response.								
a. Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Original Project Budget	d. Current Project Budget	e. Project Completion Date	f. Current forecast completion date On Time (Yes Or No)	g. Original Construction Contract Value	h. Number and dollar value of Change Orders	i. Number and dollar value of claims
1.								
2.								
3.								
4.								
5.								

9. References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a.	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person
1)			5)		9)	
2)			6)		10)	
3)			7)		11)	

4)		8)		12)	
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<p>10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Subconsultants. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.</u></p>
<p>11. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <p>Submitted By (Signature) _____</p> </div> <div> <p>Printed Name And Title _____</p> </div> <div> <p>Date _____</p> </div> </div>

