

If you have printed this bid from the City of Quincy's Website or through an email, it is your responsibility to check for addenda at www.quincyma.gov before you turn in your proposal.

"Please send an acknowledgment that you have printed out this bid via email to;

kimtrillcott@quincyma.gov" The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.

Thank you



REQUEST FOR QUALIFICATIONS

CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK ST., QUINCY, MA 02169

Invites sealed bids/proposals for furnishing and delivering to the City of Quincy:

ARCHITECTURAL CONSULTANT WITH ANIMAL SHELTER EXPERIENCE

DEADLINE: "JULY 10, 2015 @ 11:00 A.M."

Issued in accordance with Massachusetts General Law chapter 7 section 38A $\frac{1}{2}$ -O, this Request for Qualifications (RFQ) sets forth the procedures and requirements to be employed by the City of Quincy in the selection of an architectural consultant with animal shelter experience to prepare plans and documents to assist in the planning of a new Quincy Animal Shelter. Work will include the design and engineering services needed to complete a survey, current conditions assessment, feasibility study, programming, pre-design, schematic design documents and preliminary cost estimates pertaining to such a new structure. All proposed work shall include needs for an animal shelter, animal control facility and police canine unit based on the current conditions assessment and consultation with the City on future needs. A non-mandatory briefing session shall be held on **June 30, 2015 at 10:00 a.m.** in the Parks and Recreation Building, One Merrymount Parkway, Quincy, MA 02170.

The selected consultant shall have six weeks from execution of a contract for services to complete the required services. The cost of services, including fees and expenses, shall be negotiated between designer and City of Quincy. However, we still ask that the consultant provide a fee proposal for the work described herein.

Detailed specifications are available on-line at the City of Quincy's website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30^{AM} and 4:30^{PM}

RFQs will be received at the office of the Purchasing Agent until the time and date stated above, at which time and date they will be opened and registered. Late Proposals, delivered by mail or in person, will be rejected.

All questions regarding this Request for Qualifications should be directed in writing to Kathryn Hobin, Chief Procurement Officer via facsimile to 617-376-1074 and/or email to khobin@quincyma.gov with a copy to kimtrillcott@quincyma.gov **All inquiries must be received by July 2, 2015 @ noon.**

Proposals must be in a sealed envelope/box (1 original & 7 copies). Submittals must be identified on the outer envelope: "**REQUEST FOR QUALIFICATIONS- ARCHITECTURAL CONSULTANT**".

If applicable, Bids/RFQs shall be in accordance with Chapter 7, Chapter 149 of the M.G.L. as amended. M.G.L. Chapter 39, § 39A, 39B and 39F-R. M.G.L. Chapter 149, § 26, 27, 29, 35 and 44A-44M. and 810 CMR 9.00 & CMR 10.00, Chapter 7 §38A1/2 6 O.

The right is reserved to reject any or all RFQs or to accept any part of an RFQ or the one deemed best for the City, and waive any informalities in the bidding, if it is in the best interest of the City to do so.

Thomas P. Koch, MAYOR
Kathryn R. Hobin, C.P.O.



City of Quincy, Massachusetts

Thomas Peter Koch, Mayor

Request for Qualifications
Designer Services

Quincy Animal Shelter
Quincy

Proposals Due July 10, 2015 @ 11:00 am
Late Proposals Shall be Rejected

Please Deliver Response/ Submission and Required Copies to:

Kathryn Hobin, Chief Procurement Officer
City of Quincy
Quincy City Hall
1305 Hancock Street
Quincy, MA 02169

The City of Quincy reserves the right to reject all responses/submissions

REQUEST FOR QUALIFICATIONS

QUINCY ANIMAL SHELTER QUINCY, MASSACHUSETTS

A. Introduction

Issued in accordance with Massachusetts General Law chapter 7 section 38A½-O, this Request for Qualifications (RFQ) sets forth the procedures and requirements to be employed by the City of Quincy in the selection of an architectural consultant with animal shelter experience to prepare plans and documents to assist in the planning of a new Quincy Animal Shelter. Work will include the design and engineering services needed to complete a survey, current conditions assessment, feasibility study, programming, pre-design, schematic design documents and preliminary cost estimates pertaining to such a new structure. All proposed work shall include needs for an animal shelter, animal control facility and police canine unit based on the current conditions assessment and consultation with the City on future needs.

Activities will commence upon selection of a consultant and issuance of a notice to proceed.

The selected consultant shall have six weeks from execution of a contract for services to complete the required services.

The cost of services, including fees and expenses, shall be negotiated between designer and City of Quincy. However, we still ask that the consultant provide a fee proposal for the work described herein.

The Chief Procurement Officer shall appoint a Committee who will evaluate all timely proposals. The Committee shall make a recommendation for award of a contract to the Chief Procurement Officer.

A non-mandatory briefing session shall be held on *June 30, 2015 at 10:00 a.m.* in the Parks and Recreation Building, One Merrymount Parkway, Quincy, MA 02170.

All questions regarding this Request for Qualifications should be directed in writing to Kathryn Hobin, Chief Procurement Officer via facsimile to 617-376-1074 and/or email to khobin@quincyma.gov with a copy to kimtrillcott@quincyma.gov. **All inquiries must be received by July 2, 2015 @ noon.**

The City of Quincy reserves the right to reject all responses/ submissions/proposals.

Throughout this document, the terms "Request for Qualifications" and "Request for Designer Services" may be used interchangeably. For the purposes of this document and the submissions in response hereto, the terms shall be deemed to be synonymous.

B. Project Area

The project area will include the Quincy Animal Shelter, Quincy, MA 02169. New site location to be determined.

C. Project Objectives: To create a new animal shelter including area for Quincy Animal Control and the Quincy Police canine unit.

D. Qualifications of the Consultant

Seven (7) copies of the submission in response to this Request for Qualifications including the Fee Proposal Form, Attachment B, must be furnished to the City of Quincy Chief Procurement Officer, Kathryn Hobin for review by the selection committee to be appointed by her. The submission in response to this Request for Qualifications shall be sealed in an envelope, which envelope is to be addressed to said Chief Procurement Office at the address detailed below.

1. The identity of the individual, partnership or corporation applying for contract award. If the applicant is a partnership or joint venture, the proposal should specify who will act as the lead consultant for purposes of assuming contractual responsibility. If the consultant intends to sub-contract any work required in the scope of services, the sub-contractor must be identified.
2. A description of the consultant's team by name, including the name of individuals to be assigned to this project who are employed by or contracted to any business entity on the team, with a summary of each individual's and entities' qualifications statement, including academic and professional work experience attesting to its capacity to properly, professionally and fully perform the work detailed in this Request for Qualifications. Resumes are required for all project personnel. Include a description of the consultant's team's experience as it relates to animal shelter design.
3. A description of the consultant's approach to this project: methodology, demonstrated understanding of the community's needs, and the consultant's expectations of assistance and services from the City of Quincy.
4. Consultants must meet the following minimum criteria:
 - a. Bachelor's Degree in architectural design, municipal experience and experience in the design and build of animal shelters or a closely related field and at least five years full-time experience in an area relevant to the project.
5. A client reference list, with names, addresses, and telephone numbers for clients for whom the consultant has performed similar building in the past.
6. Any other information deemed relevant to the project, and which the consultant believes will further the competitiveness of the submission, including work samples from similar completed projects.
7. Completed Fee Proposal Form, Attachment B.
8. Evidence of the required insurances.
9. All information pertaining to the consultant so as to allow the selection committee to review the submission utilizing the Selection Criteria set forth in Section F hereof.

Any submission that fails to include all of the above information will be rejected as unresponsive, and will not be afforded a complete review by the evaluation committee.

F. Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below. Finalists may be required to appear for an interview. Submissions shall be evaluated using the following criteria.

Following the rating of all fully responsive submissions, the Selection Committee appointed by the Chief Procurement Officer may choose to interview the top finalists.

- Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications.
- Depth of experience with similar projects, and prior experience with other animal shelter building projects.
- Identity and qualifications of all project personnel.
- Strength and credibility of client references.
- Demonstrated understanding of the tasks to be performed and products to be created.
- Demonstrated familiarity with buildings of similar construction, period and significance.
- Completeness of submission.
- Current workload and ability to undertake the contract based upon the number and scope of projects for which the consultant is currently under contract.
- Geographical proximity of the consultant to the project site or willingness of the consultant to make site visits.
- Desirability of approach to project, and demonstrated understanding of the community's historic and cultural resource protection needs.
- Excellence of communication skills.
- Willingness and availability to participate in community outreach as determined to be necessary by the City.
- Willing to explore, propose and implement green energy systems and finishes into our project.
- Familiarity with the area.

- Familiarity with the current use of the existing building.
- Interview, if conducted
- Additional criteria that the selection committee considers relevant to the project.

G. Comparative Evaluation Criteria

Comparative Evaluation Criteria will be applied uniformly to all proposals. Each criterion shall be rated as follows:

- 1) **Unacceptable** 0 points - submission does not address the elements of this criterion
- 2) **Not Advantageous** 1 point - submission does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
- 3) **Advantageous** 2 points - submission meets evaluation standard for the criterion
- 4) **Highly Advantageous** 3 points - submission excels on the specific criterion,

to include:

1: Training/Educational Background

Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications

Points	Rating	Description
0	Unacceptable	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of less than a bachelor degree.
1	Not Advantageous	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of only a bachelor degree.
2	Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a bachelor degree and five or more years actual experience in one or more area of expertise in consulting necessary to complete this project.
3	Highly Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a masters degree in one or more area of expertise in consulting necessary to complete this project.

2: Experience

Depth of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of all project personnel, including professional experience above and beyond the minimum qualifications outlined in this RFQ .

Points	Rating	Description
0	Unacceptable	The proposal indicates no evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects.
1	Not Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of between one and eight years.
2	Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of between nine and fifteen years.
3	Highly Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of more than fifteen years.

3: References

Strength and credibility of client references.

Points	Rating	Description
0	Unacceptable	The proposal indicates no strong and credible client references with contact information.
1	Not Advantageous	The proposal indicates less than five strong and credible client references with contact information.
2	Advantageous	The proposal indicates six to ten strong and credible client references with contact information.
3	Highly Advantageous	The proposal indicates eleven or more strong and credible client references with contact information.

4: Qualifications

Professional qualifications of the consultant and all project personnel, including professional experience above and beyond the minimum qualifications outlined in the Request for Qualifications.

Points	Rating	Description
0	Unacceptable	The proposal fails to indicate a well-established firm/applicant, with proximity or availability of staff to complete work. The proposal provides no evidence that the firm/applicant is large enough and diverse enough to expedite all work within the City's schedule.
1	Not Advantageous	The proposal fails to provide either evidence of a well-established firm/applicant, with proximity or availability of staff to complete work. The proposal provides insufficient evidence that the firm/applicant is either large enough or diverse enough to expedite all work within the City's schedule.
2	Advantageous	The proposal provides a history of the firm/applicant, with proximity or availability of staff to complete work. The proposal provides adequate evidence that the firm/applicant is large enough and/or diverse enough to expedite all work within the City's schedule.
3	Highly Advantageous	The proposal provides a detailed history of the firm/applicant indicating a well-established firm/applicant, with proximity and availability of staff to complete work. The proposal provides evidence that the firm/applicant is both large enough and diverse enough to expedite all work within the City's schedule.

5: Understanding Scope of Work

Desirability of approach to project, and demonstrated understanding of the community and its plan for the design and implementation of a new animal shelter.

Points	Rating	Description
0	Unacceptable	The proposal indicates inadequate review or understanding of the required Scope of Work.
1	Not Advantageous	The proposal indicates incomplete review or a vague understanding of the required Scope of Work.
2	Advantageous	The proposal indicates sufficient review and understanding of the required Scope of Work, and documents the firm/applicant's proposed approach.
3	Highly Advantageous	The proposal indicates a thorough review and full understanding of the required Scope of Work, and proposes a clear and comprehensive approach.

6: Quality of Past Work

Prior successful experience with municipalities providing consulting services for similar cities and towns. Quality of past consulting services as evidenced by sample submissions, lists of awards won for similar work.

Points	Rating	Description
0	Unacceptable	None of the sample submissions submitted by the firm/applicant are clear and complete and/or have relevance to the services being solicited under the RFQ.
1	Not Advantageous	One or two of the sample submissions submitted by the firm/applicant are unclear, incomplete, or have little relevance to the services being solicited under the RFQ.
2	Advantageous	All of the sample submissions submitted by the firm/applicant are written clearly and fully cover the relevant subject matter, having clear relevance to the services being solicited under the RFQ.
3	Highly Advantageous	All sample submissions are written clearly, fully cover the relevant subject matter, and also excel with respect to quality, graphics, formats, and/or writing style.

7: Communication and Presentation

Excellence of communication and graphic skills.

Points	Rating	Description
0	Unacceptable	The written and graphic response submitted by the firm/applicant is both unclear and incomplete.
1	Not Advantageous	The written and graphic response submitted by the firm/applicant is either unclear or incomplete.
2	Advantageous	The written and graphic response submitted by the firm/applicant is clear and complete, and fully covers the relevant subject matter.
3	Highly Advantageous	The written and graphic response submitted by the firm/applicant is clear and complete, fully covers the relevant subject matter, and excels with respect to graphics, formats, and/or writing style.

8: Familiarity with area

Ability to begin work on an immediate basis.

Points	Rating	Description
0	Unacceptable	The applicant has provided no evidence of familiarity with the area or for availability to begin work and/or ability to ensure project completion.
1	Not Advantageous	The applicant has indicated a vague familiarity with the area or incomplete timeline for availability and/or project completion.
2	Advantageous	The applicant has provided adequate evidence of familiarity with the area, immediate availability and a proposed timeline for project completion.
3	Highly Advantageous	The applicant has provided evidence of familiarity with the area and of immediate availability and has proposed a timeline for project completion which is ambitious and timely in nature.

H. Project Fee

The City of Quincy will negotiate a fee for the Scope of Services described herein with the consultant ultimately chosen. Fee negotiated shall include all costs and expenses (copying, mileage, photographs, etc.) to complete the scope of work defined in Attachment A and all of the Request for Qualifications.

Submissions must include a completed Attachment B: Fee Proposal Form. This form is for City of Quincy purposes should the job run over and above initially contracted for. The selection committee will select the most overall advantageous proposal.

I. Withdrawals

Respondents may only withdraw a submission when the request to do so is received in writing by the Chief Procurement Officer prior to the time and date of the proposed opening.

J. Waiver/Cure of Minor Informalities, Errors or Omissions

The City reserves the right to waive or permit the cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondent and to take any measures with respect to this Request for Qualifications in any manner necessary to serve the best interest of the City.

K. Rejection of Submissions, Modification of Request for Qualifications

The City reserves the right to reject any and all responses if it determines, within its sole discretion, that it is in the City's best interest to do so. This Request for Qualifications does not commit the City to select any Respondent, award any contract, pay any costs in preparing a submission, or procure a contract for any services. The City also reserves the right to cancel or modify this Request for Qualifications in part or in its

entirety, or to change the Request for Qualification guidelines. A Respondent may not alter the Request for Qualifications or its components.

L. Submissions

Submissions should be addressed to:

**KATHRYN HOBIN, CHIEF PROCUREMENT OFFICER
CITY OF QUINCY
1305 Hancock Street, Quincy, MA 02169**

The final date for submission of proposals is **11:00 a.m. on July 10, 2015**

Any questions pertaining to this RFQ must be emailed to khobin@quincyma.gov and copy kimtrillcott@quincyma.gov by July 2, 2015 at noon.

REQUEST FOR QUALIFICATIONS

ATTACHMENT A SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

QUINCY ANIMAL SHELTER ~ QUINCY, MASSACHUSETTS

Description of Work:

The City of Quincy, acting through the Office of the Mayor and its Public Buildings Department, desires to build a new animal shelter in the City of Quincy. This request for qualifications seeks responses from those individuals or firms qualified and competent to provide the design and engineering services needed to complete a survey, research, current conditions assessment, feasibility study, programming, pre-design, schematic design documents and preliminary cost estimates pertaining to such preservation. The selected consultant shall prepare such reports, surveys, plans and documents as are necessary or desirable for the City to plan for, undertake the design of, and fund the proposed work. Such work to include the study of the integrity of the building's foundation and any changes that may be required to protect the building from the natural elements retaining its historic historical character and appearance to the maximum extent practicable based upon historic records and photographic evidence.

The selected consultant shall be available to participate in such community outreach as determined to be necessary by the City

The parties may later agree to expand the Scope of Services to be provided by the Consultant upon completion of the Scope as herein outlined. Expansion may include the preparation of specification documents, final plans and/or construction drawings or contracts and oversight of construction activities. Any additions or extensions of the contract will be the subject of future monetary negotiations based on the pricing listed below.

REQUEST FOR QUALIFICATIONS

ATTACHMENT B FEE PROPOSAL FORM

QUINCY ANIMAL SHELTER
~ QUINCY, MASSACHUSETTS

The parties may later agree to expand the Scope of Services to be provided by the Consultant upon completion of the Scope as herein outlined. Expansion may include the preparation of specification documents, final plans and/or construction drawings or contracts and oversight of construction activities. Any additions or extensions of the contract will be the subject of future monetary negotiations based on the pricing listed below.

PROFESSIONAL SERVICES, Hourly Rates:

1. _____
Project Engineer

2. _____
Licensed Architect

3. _____
Other essential personnel

4. _____
Other essential services

CONSULTANT INFORMATION

Company Name: _____ Contact Name: _____

Street Address: _____ Signature: _____

City/State/Zip: _____ Title: _____

Telephone: _____ Fax: _____ Date: _____

E-Mail Address: _____

Bidder acknowledges receipt of _____ Addendum (a). _____
(Signature)

“SAMPLE” CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made this ____ day of _____, 20____, by and between the City of Quincy, hereinafter called the “City” and _____, doing business as _____(entity type) located at _____, hereinafter called the “Consultant”.

WITNESSETH, that the City and the Consultant, for consideration hereinafter stated, agree as follows:

ARTICLE 1 – THE CONTRACT SUM

The City shall pay the Consultant in current funds for the performance of the work the contract sum not to exceed _____ according to the payment terms detailed in the City’s Request for Proposals attached hereto and incorporated by reference herein.

ARTICLE 2 – SCOPE OF WORK

The Consultant shall perform all the work specified in the City’s Request for Qualifications relative to the design and implementation of a new animal shelter/ animal control/ canine unit each of which are attached hereto and by this reference incorporated herein.

ARTICLE 3 – TIME OF PERFORMANCE

The Consultant shall commence work under this CONTRACT upon formal acceptance of the contract by the City. All services shall be performed within six weeks of the formal acceptance of this contract.

ARTICLE 4 – CONTRACT AMENDMENTS

All amendments, change orders or any changes to the provisions specified in this contract can only occur when mutually agreed upon by the City and the Consultant. Further, such amendments, change orders or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Chief Financial Officer prior to execution by the awarding authority. No amendment, change order or change to the contract provisions shall be made until after the written execution of the amendment, change order or change to the contract by both parties. All amendments, change orders and changes to the contract shall be in accordance with M.G.L. Chapter 30B, Section 13, M.G.L. Chapter 7, § 38A ½ O, and all other Massachusetts Laws and City Ordinances.

ARTICLE 5 – INSURANCE REQUIREMENTS

The Consultant hereby agrees to indemnify and save harmless, the City, its officers, agents and employees, from and against any and all claims arising out of the negligent acts, errors or omissions, property damage, and bodily injury of the Consultant.

The consultant will, at its own expense, maintain and keep in force all insurance required by law for its employees; including Disability, Worker’s Compensation, Unemployment, and public liability insurance, at least as herein after set forth so as to protect it and the municipality from claims for personal injury and property damage for the duration of the project.

A comprehensive general liability insurance policy with the following limits of coverage: Bodily Injury, One Million Dollars (\$1,000,000.00) each occurrence, Property Damage, One Million Dollars (\$1,000,000.00) each occurrence and One Mill Dollars (\$1,000,000.00) aggregate of all claims per occurrence.

The insurance shall be issued by an insurer who is licensed and authorized to do business in the Commonwealth of Massachusetts.

The Consultant shall maintain insurance satisfactory to the municipality covering any and all property damage, or bodily harm which may be suffered by reason of neglect of the consultant, its employees or agents during the execution of the project.

ARTICLE 6 – PAYMENT TERMS

The City agrees to pay the consultant upon satisfactory completion according to the payment terms detailed in the City's Request for Qualifications.

ARTICLE 7 – CONTRACT DOCUMENTS

The following, together with this document form the CONTRACT and all are as fully a part of this contract as if physically attached to the contract or repeated herein.

1. This Contract;
2. Amendments, change orders or other changes mutually agreed upon as above;
3. The City's Request for Qualifications;
4. The Consultant's submission in response to the Request for Qualifications;
5. All required certifications;
6. Certificate of corporate vote, if applicable;

ARTICLE 8 – CONTRACT TERMINATION

The City may suspend or terminate this contract by providing the Consultant with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Consultant, for any reason, to fulfill in a timely and proper manner its obligations under this contract.
2. Violation of any of the provisions of the contract by the Consultant.
3. A determination by the City that the Consultant has engaged in fraud, waste, mismanagement, misuse of the funds, or criminal activity with any funds provided by the Contract.

ARTICLE 9 – INDEMNIFICATION

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Consultant, and shall exonerate, indemnify and hold harmless the City's officers, agents, and all employees from said requirements and local taxes and contributions imposed or required under the Social Security, Worker's Compensation and Income Tax Laws. Further, the Consultant shall exonerate, indemnify and hold harmless the City with respect to any claim, damages, expenses, or attorney's fees arising from or in connection with the Consultant's negligent performance of the work performed under this contract. This shall not be construed as a limitation of the Consultant's liability under the contract or as otherwise provided by law.

ARTICLE 10 – APPLICABLE LAWS, REGULATIONS

The Consultant agrees to comply with other applicable laws, regulations or ordinances affecting the successful completion of this contract. Such laws, regulations, or ordinances included by are not limited to: Prevailing Wage laws, if applicable, Responsible Employer law or Ordinance and Non-discrimination laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, persons and employees.

ARTICLE 11 – ASSIGNMENT SUBJECT TO APPROVAL

No rights or liabilities under the contract shall be assigned or subcontracted without the express written approval of the City.

ARTICLE 12 – TAX COMPLIANCE

The Seller certifies under penalties of perjury that it has filed all state sales tax returns, paid all state taxes and is otherwise in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

ARTICLE 13 – NON-COLLUSION CERTIFICATION

The Seller certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

ARTICLE 14 – SEVERABILITY

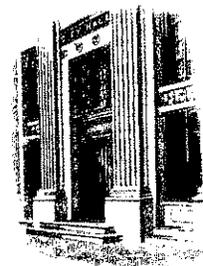
If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 15 – ENTIRE AGREEMENT

This contract represents the entire agreement of the City and the Consultant with respect to the services as defined in the Request for Qualifications and the Consultant's submission and supersedes any prior agreements, understandings and representations, whether written or oral.



City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169
Purchasing Department



THOMAS P. KOCH
Mayor

Kathryn R. Hobin
Purchasing Agent
Phone: (617) 376-1060
Fax: (617) 376-1074

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: _____

Address: _____

City, Town & Zip: _____

Email #: _____

Name of Business: _____



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association
or Partnership

(Contractor's Name)

Federal Tax ID Number, or
Social Security Number

By:

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

(NAME)

(OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ CORPORATE SEAL

INDEMNITY AGREEMENT

In consideration of the award of Contract No. _____
by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

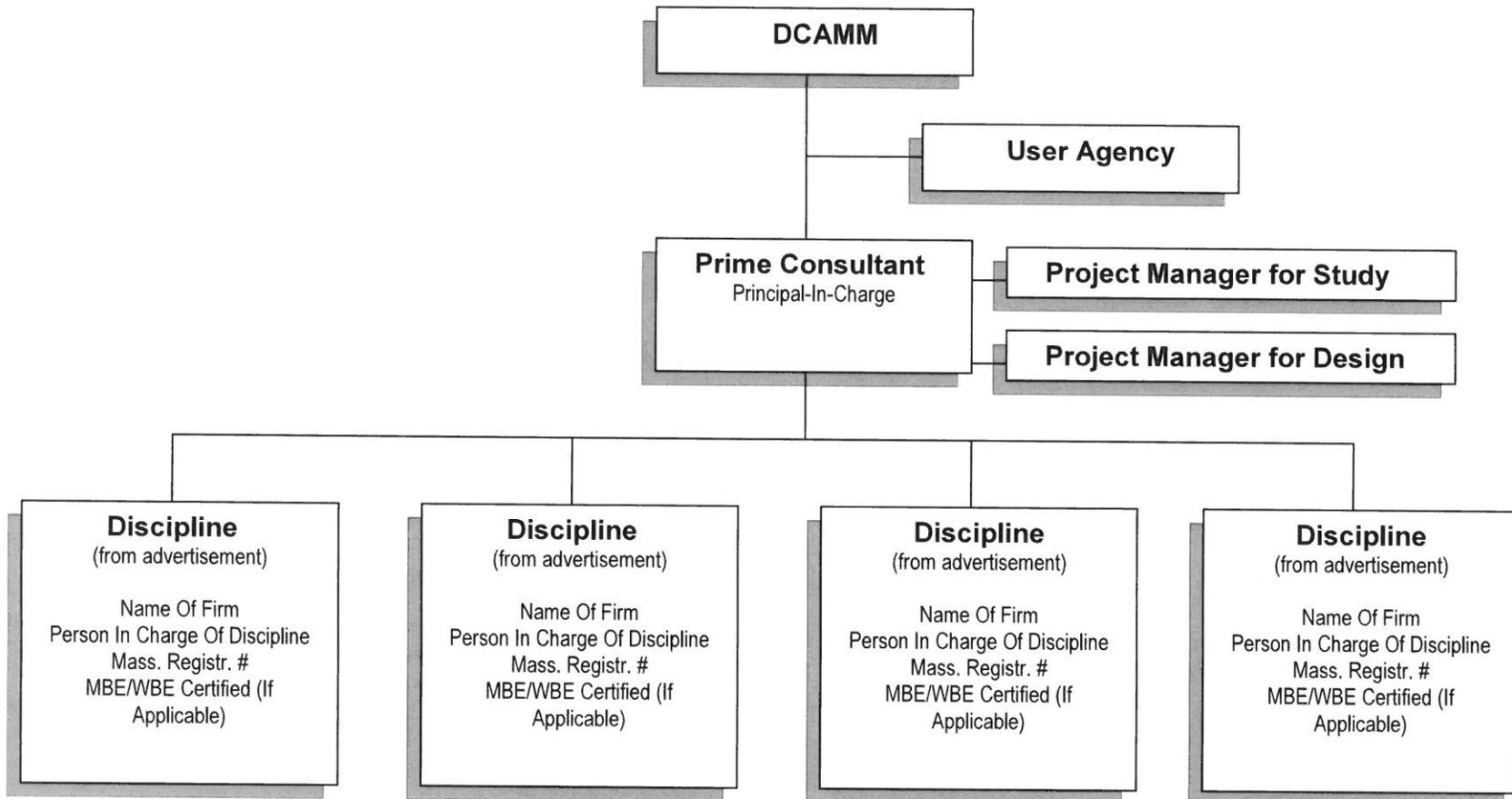
INDEMNITOR,

By Duly Authorized Agent

Date: _____

Commonwealth of Massachusetts DSB Application Form (Updated May 2014)	1. Project Name/Location for Which Firm is Filing:	2a. DSB #	Item #
		2b. Mass. State Project #	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)		
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:		
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:	3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>		
4. Personnel From Prime Firm Included In Question #3a 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 And, Within Brackets, The Total Number Holding Massachusetts Registrations):			
Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)	Other _____ (_____)
Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)	_____ (_____)
Acoustical Engrs. _____ (_____)	Environmental Engrs. _____ (_____)	Planners: Urban./Reg. _____ (_____)	_____ (_____)
Civil Engrs. _____ (_____)	Fire Protection Engrs. _____ (_____)	Specification Writers _____ (_____)	_____ (_____)
Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)	_____ (_____)
Construction Inspectors _____ (_____)	Industrial Hygienists _____ (_____)	Surveyors _____ (_____)	_____ (_____)
Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)	_____ (_____)
Drafters _____ (_____)	Landscape Architects _____ (_____)	_____ (_____)	Total _____ (_____)
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No			

6. List **ONLY** Those Prime and Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm and Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, 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 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
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. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs(Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible.
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.

Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C. *	Project Name, Location and Principal-In-Charge:	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, or Estimated if Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name and Title	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By (Signature) _____ Printed Name and Title _____ Date _____

The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.

DSB S-CA	Commonwealth of Massachusetts Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT
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Project: _____

Applicant Designer: _____

Sub-consultant: _____

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Print Name and Title

Date _____

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.