

*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](http://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](mailto:kimtrillcott@quincyma.gov)" The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.*

*Thank you*

# City of Quincy, Massachusetts

## Thomas P. Koch, Mayor

### Request for Qualifications Building Controls Contractor

Quincy High School



Proposals Due April 28, 2016 @ 11:30 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



**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.

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## 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



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

**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 word “person” shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity, or group of individuals.**

---

**(Name of person signing bid or proposal)**  
**(Please print)**

---

**(Signature required)**

---

**(Name of business)**

# 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: \_\_\_\_\_

# Request for Qualifications

## Quincy High School 100 Coddington Street Quincy, Massachusetts

### **A. Introduction**

Issued in accordance with Massachusetts General Law chapter 30B, this Request for Qualifications (RFQ) sets forth the procedures and requirements to be employed by the City of Quincy (öCityö) in the selection of Building Controls Contractor (öContractorö) to prepare and assist in optimizing the Honeywell and Niagara control system at Quincy High School.

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

The selected Contractor shall enter into a service contract with the City. The City's intention is for the Contractor to work with the City and with the City's Retro-Commissioning Agent, Peregrine Group, and to complete all activity, including closeout and full commissioning by December 2016.

Contractors must provide a fee proposal for the work described herein and complete the Fee Proposal Form, Attachment A.

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 and site walk shall be held on Tuesday, April 19, 2016 at 9:00 a.m. at Quincy High School, loading dock area, Russell Park side of back of building.

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 [purchasing@quincyma.gov](mailto:purchasing@quincyma.gov) All inquiries must be received by 11:00 am Friday, April 22, 2016.

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

Throughout this document, the terms öRequest for Qualificationsö and öRequest for Designer Servicesö 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 High School. Quincy HS consists of four (4) building sections, totaling 330,000 sf. The school is located at 100 Coddington Street, Quincy, Massachusetts.

### **C. Project Objectives**

The City seeks the services of a Controls Contractor (öContractorö) to provide technical support to assist the City to optimize the Honeywell and Niagara control system at Quincy High School. This work is being done as part of a whole school retro-commissioning initiative. The Contractor will also help identify deficiencies in controlled mechanical systems and troubleshoot repair needs, which will then be referred to a HVAC technician for resolution. The Contractor shall take direction both from City personnel and City's retro-commissioning agent to identify, specify, and complete controls system upgrades.

The work shall have the following major components:

1. Problem identification. The Contractor shall supply an appropriately skilled technician to work side-by-side with the City's retro-commissioning agent for a one-to-two day "discovery" session that evaluates each wing of the High School. This discovery session, will establish a specific scope of work for the Contractor or an HVAC Technician to perform follow-up services.
2. Resolution of simple controls issues. "Easy" fixes will be made on the fly as they are discovered. These easy fixes will include, for example, changing set points, linking devices to schedules, or changing minor graphic details.
3. Resolution of complex problems. These problems that will require a follow-up will include: time-consuming testing procedures; and in depth programming changes. In each such case, the Contractor shall provide a written not-to-exceed cost estimate for all follow-up services. Should physical repairs or component replacements be required, these must be completed at the prevailing wage, and will be procured separately, under MGL c. 149.

The services the Contractor should anticipate providing include, but are not limited to:

- Field verification of equipment (location, type, functionality)
- Testing and calibration of HVAC equipment controls components
- Identification and documentation of mechanical issues
- Replacement of faulty sensors, actuators, local controllers, tubing, wiring, etc. (which will be procured separately)
- Installation of new sensors, actuators, etc. where omitted (which will be procured separately)
- Troubleshooting communication networks
- Niagara AX reprogramming, including sequence updates, as directed by the retro-commissioning agent
- Graphics updates (typically adding/deleting or relocating points and adding summary pages by equipment type)
- Setup trending points
- Honeywell XL troubleshooting and programming including sequence updates as directed by Commissioning Agent
- Coordination with Trane, Lochinvar and other equipment manufacturer's whose equipment controllers are integrated to JACE's
- Coordination with balancing contractor
- Update as-built drawings and other documents provided by City

Work is being done to a former EBI system. Existing XL10, XL50, and XL800 controllers may involve sequence changes; Contractor should expect changes to be made using Honeywell LonSpec and Honeywell CARE software.

#### **D. Qualifications of the Contractor**

Four (4) copies of the submission in response to this Request for Qualifications including the Fee Proposal Form, Attachment A, 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 Contractor for purposes of assuming contractual responsibility. If the Contractor intends to sub-contract any work required in the

scope of services, the sub-contractor must be identified.

2. A description of the Contractor'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 Contractor's team's experience as it relates to building controls servicing and repairs for time-sensitive projects, and projects involving occupied schools.
3. A description of the Contractor's approach to this project: methodology, demonstrated understanding of the City's needs, and the Contractor's expectations of assistance and services from the City of Quincy.
4. Contractors must meet the following minimum criteria:
  - a. All Bidders must be a Honeywell Authorized Controls Integrators (ACI), and must be authorized by Honeywell to install and service Honeywell XL5000 automation systems. All bidders must have a minimum of 15 years' experience in the design, installation and service of similar type control systems.
  - b. All bidders must have a minimum of two people in the local office who have completed factory certified training for the Honeywell XL5000 network of field controllers as well as Honeywell Webs and Honeywell SymmetrE Building Automation Systems. In addition, all bidders must have in house engineering, programming, installation and service professionals directly employed by the local office.
  - c. Only companies whose primary business is in the design, installation and service of automatic temperature controls systems are acceptable.
  - d. Individuals who work at the School shall be required to be CORI checked and submit Statewide Applicant Fingerprint Identification Services/National Background Check information through the Quincy Public Schools.
  - e. Contractors shall expect to devote a minimum of 16 hours per week at the School to complete the Work.
5. A client reference list, with names, addresses, and telephone numbers of clients for whom the Contractor has performed similar building controls work in school properties.
6. Any other information deemed relevant to the project, and which the Contractor believes will further the viability of the submission, including work samples from similar completed projects.
7. Completed Fee Proposal Form, Attachment A.
8. Completed Personnel Qualifications Form, Attachment B.
9. All information pertaining to the Contractor so as to allow the selection committee to review the submission using 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.

#### **E. 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.

- 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 time and access sensitive school projects.
- Identity and qualifications of all project personnel.
- Strength and credibility of client references.
- Demonstrated understanding of the tasks to be performed and deliverables to be created.
- Demonstrated familiarity with buildings of similar construction, period and function.
- Completeness of submission.
- Current workload and ability to undertake the contract based upon the number and scope of projects for which the Contractor is currently under contract.
- Geographical proximity of the Contractor to the project site or willingness of the Contractor to make site visits.
- Familiarity with the building and/or area.
- Desirability of approach to project.
- Excellence of communication skills.
- Familiarity with National Grid energy efficiency incentive programs
- Interview, if conducted
- Additional criteria that the selection committee considers relevant to the project.

#### **F. 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

<b>Points</b>	<b>Rating</b>	<b>Description</b>
0	Unacceptable	The proposal indicates no evidence of authorization by Honeywell in servicing Honeywell XL5000 systems.
1	Not Advantageous	The proposal indicates evidence of authorization by Honeywell of one person in local office in servicing Honeywell XL5000 systems.
2	Advantageous	The proposal indicates evidence of authorization by Honeywell of two people in local office in servicing Honeywell XL5000 systems.
3	Highly Advantageous	The proposal indicates evidence of authorization by Honeywell of three or more people in local office in servicing Honeywell XL5000 systems.

## **2: Experience**

Depth of experience with similar projects, and prior experience with other school building control system projects of all project personnel, including professional experience above and beyond the minimum qualifications outlined in this RFQ.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
0	Unacceptable	The proposal indicates no evidence of experience with similar projects.
1	Not Advantageous	The proposal indicates evidence of experience with similar projects of between one and eight years.
2	Advantageous	The proposal indicates evidence of experience with similar projects of between nine and fifteen years.
3	Highly Advantageous	The proposal indicates evidence of experience with similar projects of more than fifteen years.

### **3: References**

Strength and credibility of client references.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
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 Contractor and all project personnel, including professional experience above and beyond the minimum qualifications outlined in the Request for Qualifications.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
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 mechanical and controls services on time-sensitive projects, and projects assuming work in an occupied school without other concurrent renovations that would otherwise allow for greater access to work areas.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
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.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
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.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
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**

Familiarity with the Quincy High School and ability to begin work on an immediate basis.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
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.

## **G. Project Fee**

Submissions must include a completed Attachment A: Fee Proposal Form. Project fee must be provided for the work as described in the form. Fee shown shall include all costs and expenses (copying, mileage, photographs, etc.) to complete the scope of work defined in the entire Request for Qualifications.

The selection committee will select the most overall advantageous proposal.

## **H. 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.

**I. 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.

**J. 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.

**K. 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 **11:30 a.m. on April 28, 2016**

Any questions pertaining to this RFQ must be emailed to [purchasing@quincyma.gov](mailto:purchasing@quincyma.gov)

Request for Qualifications  
Attachment A  
Fee Proposal Form  
Quincy High School  
100 Coddington ~ Quincy, Massachusetts

The undersigned hereby submits a price proposal to perform the services outlined in this Request for Qualifications issued by the City of Quincy pertaining to the building controls work at Quincy High School as more fully described in this Request for Qualifications.

Contract term will commence upon selection of a Contractor and execution of a contract for services.

The selected Contractor shall devote a minimum of 16 hours/week at the school from execution of a contract for services to complete the required Construction Documents in full as follows:

The Contractor hereby pledges to deliver the complete scope of services detailed in the Request for Qualification, for the rates and charges shown below:

Activity	Fee	
Billable hourly rate, programming		
Billable overtime hourly rate, programming		
Minimum Billable Hours/Service Call		
Other billable expenses (ie: Truck Charges, etc.)		
Materials mark-up		

The parties may later agree to expand the Scope of Services to be provided by the Contractor upon completion of the Scope as herein outlined. Any additions or extensions of the contract will be the subject of future monetary negotiations based on the pricing listed above.

**CONTRACTOR 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)

Request for Qualifications  
Attachment B  
Staffing Qualifications Form

**Quincy High School**  
**100 Coddington ~ Quincy, Massachusetts**

The undersigned hereby submits a staffing qualifications form to perform the services outlined in this Request for Qualifications issued by the City of Quincy pertaining to the building controls work at Quincy High School as more fully described in this Request for Qualifications.

Contract term will commence upon selection of a Contractor and execution of a contract for services.

The selected Contractor shall devote a minimum of 16 hours/week at the school from execution of a contract for services to complete the required Construction Documents in full as follows:

The Contractor hereby pledges that personnel with the following qualifications are available to deliver the complete scope of services detailed in the Request for Qualification, as shown below:

Qualifications	Number of Qualified Personnel
Niagara AX programming experience	
Honeywell XL programming experience, including LonSpec, CARE	
Honeywell Authorized Controls Integrator (ACI)	
Authorized to service and install Honeywell XL5000 automation systems	
Completed factory certified training for Honeywell XL5000 network of field controllers	
Factory certified training for Honeywell Webs	
Factory certified training for Honeywell SymmetrE Building Automation Systems	

**CONTRACTOR 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)

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Quincy, hereinafter called the "City" and \_\_\_\_\_, doing business as \_\_\_\_\_ (entity type) located at \_\_\_\_\_, hereinafter called the "Contractor".

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

### **ARTICLE 1 – THE CONTRACT SUM**

The City shall pay the Contractor 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 Contractor shall perform all the work specified in the City's Request for Qualifications relative to the building controls service contract at Quincy High School and in the Contractor's proposal dated \_\_\_\_\_, each of which are attached hereto and by this reference incorporated herein.

### **ARTICLE 3 – TIME OF PERFORMANCE**

The Contractor shall commence work under this CONTRACT upon formal acceptance of the contract by the City. The Contractor shall spend a minimum of 16 hours per week at the site.

### **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 Contractor. 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, and all other Massachusetts Laws and City Ordinances.

### **ARTICLE 5 – INSURANCE REQUIREMENTS**

The Contractor 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 Contractor.

The Contractor 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, Two Million Dollars (\$2,000,000.00) each occurrence, Property Damage, Five Hundred Thousand Dollars (\$500,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) 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 Contractor 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 Contractor, its employees or agents during the execution of the project.

### **ARTICLE 6 – PAYMENT TERMS**

The City agrees to pay the Contractor upon satisfactory completion of specific milestones at monthly intervals.

#### **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 Contractor'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 Contractor with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Contractor, 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 Contractor.
3. A determination by the City that the Contractor has engaged in fraud, waste, mismanagement, misuse of the funds, or criminal activity with any funds provided by the Contract.

#### **ARTICLE 9 – INDEMNIFICATION**

The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, 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 Contractor 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 Contractor's negligent performance of the work performed under this contract. This shall not be construed as a limitation of the Contractor's liability under the contract or as otherwise provided by law.

#### **ARTICLE 10 – APPLICABLE LAWS, REGULATIONS**

The Contractor 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 Contractor 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 Contractor with respect to the services as defined in the Request for Qualifications and the Contractor's submission and supersedes any prior agreements, understandings and representations, whether written or oral.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed in three (3) original copies on the day and year first above written.

FOR THE CITY OF QUINCY

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas P. Koch, Mayor

\_\_\_\_\_  
James S. Timmins, City Solicitor

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Kathryn R. Hobin, Purchasing Agent

Certification is herewith given that funds are available for the payments required by the terms of this CONTRACT.

\_\_\_\_\_  
Mark Cavanagh, Director Municipal Finance

The foregoing draft contract is included for illustrative purposes and should not be deemed to be the final draft.