

**CITY OF BROCKTON
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT**

**REQUEST FOR PROPOSALS
FOR
OWNER'S PROJECT MANAGEMENT SERVICES
FOR A CONSTRUCTION MANAGER AT RISK
PUBLIC SAFETY BUILDINGS (CAMPUS)**

(Project No. PED 20-OPM)

Advertising Dates:

**Moises M. Rodrigues
Mayor
City of Brockton
Brockton, Massachusetts**

**Central/Register
August 5, 2019**

**Brockton- Enterprise:
August 5, 2019**

**Rob May, Director
Department of Planning & Economic Development
City of Brockton, Massachusetts**

**Michael C. Morris
Chief Procurement Officer
City of Brockton, Massachusetts**

**Briefing Session:
August 12, 2019
GAR Room, City Hall
2:00 PM**

**RFP Deadline:
August 28, 2019
On or Before 4:30 PM**

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REQUEST FOR PROPOSALS

OWNER'S PROJECT MANAGEMENT SERVICES FOR A CONSTRUCTION MANAGER AT RISK

Sealed proposals for services for Project No. **PED 19-OPM, Owner's Project Management Services for a Construction Manager at Risk**, will be received by the Procurement Office, City Hall, 45 School St., Room B5, Brockton, MA, 02301, until **August 28, 2019 on/before 4:30 p.m.**

At that time, the proposals will be opened and submitters of proposals will be acknowledged.

All procedures related to this process are in accordance with Massachusetts General Laws Chapter 7, Section 38A ½-O and according to the criteria described herein as it relates to project management service provider selection.

The fee for services for Phase I of this project is to be negotiated by the Awarding Authority and the selected project management services firm or individual. The budget for Phase I services, which includes those of the OPM and a design firm to be selected in the scope of Phase I, is not to exceed \$100,000.

Request for Proposal documents may be obtained from the Procurement Department, City Hall, 45 School St., Room B5, Brockton, MA, 02301, after **August 5, 2019**.

There will be a Briefing Session on **(Monday) August 12, 2019 @ 2:00 p.m. at the location, 45 School Street, GAR Room, Brockton, MA 02301.** Attendance is strongly encouraged.

One (1) original and three (3) copies of the proposals should be submitted with all information as required on Page 6 (Submission Requirements) and any supplementary materials, if desired.

Proposals are to be sealed and properly identified on the **Outer Envelope** as **Owner's Project Management Services for a Construction Manager at Risk**, with date, time, and place of proposal opening and sent or delivered to:

Michael Morris
Chief Procurement Officer
City Hall-Basement Level – Rm. B5
45 School St.
Brockton, MA 02301

Any/All proposals received after the stated deadline date and time shall be rejected and returned unopened to the sender. No facsimile of proposals is permitted.

The Awarding Authority for this project is the City of Brockton's Department of Planning & Economic Development. As such, it reserves the right to reject any or all proposals and to waive any informalities or irregularities should it deem it to be in the best interests of the City of Brockton or the Authority.

Any questions regarding this project are to be directed to:

Rob May, Director
Department of Planning & Economic
Development
45 School St.
Brockton, MA 02301
Ph: 508-580-7113
Email: planning@cobma.us

Michael C. Morris
Chief Procurement Officer
Procurement Department
45 School Street,
Brockton, MA 02301
Ph: 508-580-7191
Email: procurement@cobma.us

Project Overview

The City of Brockton and the architectural firm Arrowstreet recently completed a Master Facilities Study and Plan for all municipal owned buildings. The study identified several buildings, including the current Police Station at 7 Commercial Street, Fire Station #1 at 42 Pleasant Street, that were functionally obsolete and in need of substantial rehabilitation. The plan recommended that those two buildings be replaced with new facilities, and that those facilities also include a joint emergency services dispatch center, offices for the Brockton Emergency Management Agency, and offices and equipment room for the Brockton IT Department.

The City of Brockton seeks to hire an Owners Project Manager to assist the City on a multiphase project to potentially replace its current Police Headquarters and Fire Headquarters and implement the recommendations of the Arrowstreet Master Facilities Plan. In the first phase of this work, the OPM will assist the Awarding Authority in securing the services of a Design Professional to prepare a Feasibility Study. It is our intention that the OPM and the Design Professional will continue their services in later phases of this project. **Please note that funding has not been secured for work beyond Phase I.**

It is the intention of the parties hereto that this contract for Phase 1 shall remain in force from the date of award to June 30, 2022 unless terminated sooner by mutual written agreement or by complete performance of all requirements contemplated by the parties hereunder.

Phases II through V

Phase II through Phase V are dependent upon the successful completion of the Phase I AND additional funding approval by the City Council. The City shall have the option of extending or renewing this contract for the same rate and upon the same conditions as are contained in the contract at the time said option is exercised, except as such conditions shall have been modified by mutual agreement of the parties.

GENERAL CONDITIONS FOR PROJECT MANAGEMENT SERVICES

The fee for this project is to be negotiated by the selected project management firm or individual and the Awarding Authority. The budget for Phase I services which includes the OPM and Designer scope is \$100,000.

Submittals:

1. One (1) original and three (3) copies of the proposal should be submitted. The forms and formats utilized for information and background material data are outlined on Page 8 (**Submission Requirements**) and must be submitted for the proposal to be accepted for consideration.

Submittal of additional information related to the applicant's qualifications and experience to perform the work (letters of reference, samples of project methods utilized for comparable projects, etc.) is highly recommended.

2. Documentation of licensing and registration within the State of Massachusetts, or, other relevant documentation of personnel qualification related to the project(s) is required.
3. All firms or individuals submitting proposals will be notified of the Committee's final selection.
4. Proposals must be sealed and labeled:

Proposal for Owner's Project Management Services for a Construction Manager at Risk

And submitted no later than:

August 28, 2019 on or before 4:30 PM

To: Michael Morris
Chief Procurement Officer
City Hall, Procurement Dept.
45 School St. – Basement Level B5
Brockton, MA 02301

SELECTION CRITERIA

1. Ability to demonstrate a high degree of quality and experience in completion of projects of a similar nature.
2. History of work within the public sector, especially with public safety buildings.
3. Ability to demonstrate experience in progressive problem solving for projects of a similar size and scope and a demonstrated history of bringing projects of similar scope and scale to completion on time and on budget.
4. Evaluation of project approach including staffing of project and qualifications, value engineering, information management, change order process management, claims avoidance, and other management and administrative systems related to the scope of work.
5. Massachusetts licensing and registration in all applicable disciplines.
6. Thorough knowledge of the Massachusetts State Building Code(s), regulations related to the Americans with Disabilities Act (ADA), and all other pertinent codes and regulations related to successful completion of the project.
7. Knowledge of the Massachusetts Public Procurement Construction Process, Laws and regulations (especially M.G.L. Chapter 149 Labor and Industries and 149A, Public Construction Alternative Delivery Methods).
8. Ability to work with a wide range of agents (Architect(s), Contractors, Subcontractors, Consultants, municipal bodies, etc.) on behalf of the Awarding Authority in providing information relevant to the progress of the project on a timely basis.
9. Evaluation of references for similar projects.

SELECTION PROCESS

5. Proposals will be uniformly evaluated by the Selection Committee on the basis of the information submitted and information solicited from various sources and references.
6. If deemed necessary by the Committee, firms or individuals may be interviewed prior to the final selection of three (3) finalists. The Committee may also choose to interview those firms or individuals selected as finalists. If interviews are to be held, firms or individuals will be notified five (5) business days prior to their scheduled interview. The Awarding Authority reserves the right to determine the number of firms or individuals to be interviewed if a preliminary round of interviews to the selection of three (3) finalists is decided upon by the Committee.
7. The fee for the services described in this RFP shall be negotiated. Fee negotiations shall begin with the applicant ranked first of the list of finalists. The fee will be dependent upon the level of effort required, job complexity, specialized knowledge required and estimated construction cost. While construction cost is but one of several factors, a final construction amount in excess of the initial construction estimate shall not, in and of itself, constitute a justification for increased OPM fee.

GENERAL AND SPECIAL PROVISIONS

1. The Department of Planning & Economic Development as the Awarding Authority reserves the right to reject any and all proposals and to waive any informalities or irregularities as it deems fit in the best interest of the City of Brockton and the Authority.
2. All proposals, materials, drawings, plans, etc., submitted for consideration shall be considered public information unless clearly marked as PROPRIETARY by the submitter.
3. The applicant, and any sub-consultants of the applicant, selected shall be expected to comply with all applicable federal, state, and local rules, regulations, and laws as they apply to the project(s) without limitation including all federal, state, and local bidding, environmental, and safety rules, regulations, and laws in the performance of services.
4. The consideration of all proposals and the subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.
5. The successful applicant, and all sub-consultants of the successful applicant, shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Chapter 151B of the Massachusetts General Laws). "
6. The successful applicant, and all sub-consultants of the successful applicant, shall assure the Awarding Authority that it will carry out the performance of services in full compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (78 Stat. 252) , and, any executive orders of the Governor of the Commonwealth as such may from time to time be amended.
7. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful applicant may receive or award as a result of this contract on behalf of the Awarding Authority.
8. Insurance Requirements: ~
 - a) Professional Liability Insurance of \$1,000,000
 - b) Worker's Compensation Insurance
 - c) Liability Insurance with at least \$500,000 to \$1,000,000 coverage
 - d) Professional Liability Insurance umbrella for any and all sub-consultants hired by the Project Management firm or individual.

SUBMISSION REQUIREMENTS

Proposals should be prepared simply, providing a straightforward description of the prospective proposer's ability to satisfy the requirements and criteria of the RFP. Proposals shall also be clearly tabbed or sectioned, in order to increase the fairness and efficiency of the review process. Emphasis should be on completeness and clarity of contents.

The City of Brockton assumes no responsibility and no liability for costs incurred relevant to the preparation and submission of the RFP, or any other costs prior to issuance of a contract.

1. Cover letter outlining contact person for Selection Committee including title, telephone and email address. Proposals shall contain a table of contents and all content sections shall be clearly separated by tabs.
2. A full listing of all persons to be assigned to the project including all sub-consultants to be used which includes the following:
 - a) Individual's resume including work performed on projects of similar scope and scale over the past ten (10) years.
 - b) Each individual's qualifications for the project including a listing of all Massachusetts Registrations by discipline, licenses, or other documentation of qualification(s).
4. A listing of comparable projects performed by your firm or as an individual over the past five (5-10) years which includes the following:
 - a) Description of project.
 - b) Initial budget estimate and final project cost.
 - c) Initial construction schedule for completion and actual date of project(s) completion.
 - d) Contact persons for these projects including address, telephone, and email addresses for the following:
 - 1) Project Owner or Awarding Authority
 - 2) General Contractor
 - e) Synopsis of any problems encountered in completion of the work and how these were managed by your firm to maintain the quality and cost effectiveness of the project.
5. A listing of projects in which your firm is currently involved and their projected completion dates.
6. Completion and signing of Page 9.

The applicant hereby certifies that:

1. The applicant 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 contract for these services.
2. No consultant to, or, subcontractor for the applicant has given, offered, or agreed to give any gift, contribution, or offer of employment to the applicant, 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 applicant.
3. That no person, corporation, or, other entity, other than a bona fide full time employee of the applicant has been retained or hired to solicit for or in any way assist the applicant 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 applicant.

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts GL C.7, S.38E), that all information provided in this application for services is correct.

Firm

Signee (Typed)

Signee (Written)

Title

Date

SCOPE OF SERVICES

Owner's Project Manager for a Construction Manager at Risk project.

The Owner's Project Manager will be responsible for, but not limited to, providing the following services in accordance with the terms and conditions set forth in the City's Standard Owner's Project Management Contract. The hard cost budget for the project is estimated at \$64 million dollars.

A. Phase I – Initial (Feasibility) Study Phase

1. The OPM shall review relevant documents. The OPM will call attention to any additional information needed to make informed decisions for the project, such as prospective site details;
2. Staff Project Steering Committee meetings as needed to achieve deliverables and contribute to setting agenda topics and schedule as appropriate;
3. Review with the Project Steering Committee, alternative approaches to design and construction of the Project, including, but not limited to, phasing of the construction, life cycle operational costs, construction type, and current best practices for environmental concerns such as energy efficiency, sustainable building materials, water conservation, indoor air quality, and local and/or recycled sourcing;
4. Set a timeline and schedule for taking the project successfully through the appropriation process;
5. The OPM shall prepare a Request for Qualifications/Request for Proposals for the selection of a third party Designer who will prepare a Feasibility Study. It is anticipated that the selected Designer will continue through all phases of this project, pending funding availability.
6. Assist in the release / putting out to bid the RFQ/RFP for Design Services. It is anticipated that the selected Designer will
7. Conduct, on behalf of the Project Steering Committee, the pre-bid conference prior to the selection of the Designer;
8. The OPM shall assist the Project Steering Committee, in its review of the Statements of Qualifications for Design Service respondents and perform reference checks on the Design Service firms submitting Qualification Statements. In addition, the OPM shall assist in contract negotiations. [OPM shall also prepare contract documents, etc.]
9. The OPM shall manage the Designer's development of a Feasibility Study which, at a minimum, shall include the following:

Task #1: Space Needs Assessment

Description: Determine the space needs of the Fire, Police, IT, and Emergency Management Agency (User Agencies) and the relevant design criteria for the User Agencies' anticipated types of use;

Deliverables: A written report summarizing the space needs of the User Agencies, including common space needs that potentially could be shared with the community and other municipal departments.

Task #2: Program Development

Description: Prepare a comprehensive and complete space program. Submit a program lists with function and square footage User Agencies.

Deliverables: Recommend floor layouts that would be appropriate to contain the program. Submit program list with function and square footage and diagram for each of the two options.

Task #3 Site Evaluation

Description: Provide a preliminary assessment and evaluation of existing site conditions to determine the suitability to current police station site for construction for the two options. Perform site analyses to include hazardous materials investigation, wetlands verification survey, subsurface soil conditions, storm water drainage issues, location of utilities, evaluate vehicular access.

Deliverables: Report confirming the adequacy of proposed site and a Site Analysis Matrix based on the development potential of the site.

10. Review the Feasibility Study layout plans in consultation with the Project Steering Committee and other City Officials, as appropriate, to sufficiently show the building being suitable to the site with site plans and elevation drawings.

11. Prepare preliminary cost estimates based on past similar projects and accepted standard costs. Provide value engineering and resource prioritization suggestions;

12. Review invoices for services rendered and make recommendations for payment;

13. Assist in identifying grant and other funding opportunities;

14. Attend Public Meetings for the purpose of presenting the project for obtaining phase II funding;

This ends the scope of work for which funding has been secured.

Phase II through Phase V are dependent upon the successful completion of the previous Phase AND additional funding from City Council.

B. Phase II - Design

The following tasks of Phase II will be confirmed with the Project Steering Committee, once funding has been secured.

Prepare and submit application to Massachusetts Office of Inspector General in order to use Construction Manager at Risk delivery method (MGL 149A);

1. Assist in the preparation of the RFQ/RFP for the selection of Third Party Professional Services, including but not limited to additional Architect/Design Team members, Construction Manager at Risk, Engineer, Commissioning Agent, Environmental Consultant (LSP), Real Estate/Eminent Domain Acquisition, Tenant Relocation, etc.;

2. Assist in the release / putting out to bid the RFQ/RFP for Third Party Professional Services;

3. Conduct, on behalf of the Project Steering Committee, the pre-bid conference prior to the selection of the Third party Professional Services;

4. The OPM shall assist the Project Steering Committee, in its review of the Statements of Qualifications for Third Party Professional Service respondents and perform reference checks on the Third Party Professional Service firms submitting Qualification Statements. In addition, the OPM shall assist in contract negotiations. [OPM shall also prepare contract documents, etc.]
5. The OPM shall staff weekly meetings with the Project Steering Committee and the Third Party Professional Service firms. Additionally, the OPM shall prepare and submit timely minutes of design and project meetings to the Project Steering Committee;
6. Oversee and review the Third Party Professional Service firms' work as it relates to the quality and efficiency of design and preparation of the architect's schedules and cost estimates;
7. Confirm schedule for bringing forth project for funding support;
8. Review invoices for services rendered and make recommendations for payment;
9. Review cost estimates and consider, evaluate and recommend value engineering and resource prioritization;
10. Review the schematic plans, evaluations and specifications for cost effectiveness, constructability issues, review for consistency of documents between overlapping trades, coordination, and compliance with the vision of the Project Steering Committee, or its designee, and the requirements of M.G.L. Chapter 149A, and all other applicable laws, codes, and regulations;
11. Review detailed cost estimates developed by the Third Party Professional Service firm. At a minimum the team will prepare cost estimates at 30%, 60%, 90%, and 100% design completion;
12. In general, provide advice and consultation to the Project Steering Committee, with respect to design, value engineering, and scope of work, cost estimating, general contractor and sub-contractor pre-qualifications, scheduling and coordination of all work;
13. Attend public meetings, as needed, to present project to town for funding of construction phase;
14. When requested by the Project Steering Committee, or its designee, review bid documents for clarity and completeness prior to bidding;
15. Coordinate with National Grid efficiency programs that provide assistance with designing energy efficient buildings
16. Ensure design meets stretch code requirements

C. Phase III – Sub Trade Bidding

The following tasks of Phase III will be confirmed with the Project Steering Committee, or its designee. The OPM shall staff weekly meetings with the Project Steering Committee and the Third Party Professional Service firms.

1. The OPM shall review and critique the Designer's conceptual plans, project cost estimates, and resulting bid documents, for cost, constructability issues, missing items, coordination, and compliance with applicable laws and regulations;

2. Complete Cost Estimating Review and Evaluation – Services include review and acceptance (reconcile if required) of conceptual estimates and provide value engineering and resource prioritization suggestions. Perform systematic cost review as outlined by the Project Steering Committee and provide written acceptance. Work with Designer to reconcile estimates to Project Budget as required;
3. Scheduling – Prepare a Project Master Schedule and preliminary Construction Schedule. Assist in the preparation of the Division 1 elements for inclusion in the contract documents;
4. Assist the Construction Manager at Risk with the prequalification of sub bidders and issuance of a bid(s) for contract work, as well as all required filed sub-bids in accordance and compliance with all public bidding requirements and General Laws of the Commonwealth of Massachusetts;
5. Assist the Construction Manager at Risk, with the pre-bid conferences to clarify the project's needs and assure responsive bids;
6. Subcontractor Selection/Bidding – Assist the Construction Manager at Risk with bid opening, review subcontractor bids, check bidder references, assist in final selection, review Construction Contract and assist in execution of the Contract for Construction;

D. Phase IV - Construction Phase

The following tasks of Phase IV will be confirmed with the Project Steering Committee, or its designee. The OPM shall staff weekly meetings with the Project Steering Committee and the Third Party Professional Service firms.

1. OPM Shall oversee the work of the Construction Manager at Risk throughout construction;
2. Review and comment on the construction schedule developed by the contractor;
3. Manage the change order process for maximum effectiveness while minimizing delay and costs by submitting a copy of all change order proposals to the Project Steering Committee;
4. Monitor the construction process to anticipate difficulties, resolve issues early, and keep work flowing;
5. Coordinate final stages of construction administration, including contractor punch lists and close-out work;
6. Be responsible for receipt and review of certified payroll compliance with State prevailing wage law and applicable governmental regulations;
7. Attendance at periodic meetings (times to be determined) with the City Council and/or designated committees to present reports on status of project and progress in meeting the desired schedule which will be agreed upon with the successful applicant.
8. Ensure coordination with National Grid energy efficiency incentive program wherever applicable.
9. Coordinate commissioning process

E. Phase V – Close-out

The following tasks of Phase V will be confirmed with the Project Steering Committee

1. Project Closeout – At the conclusion of the project, the OPM shall secure and deliver the as-built drawings and all other construction related documents and all materials necessary for occupancy and full operation of the facility. Collect all O&M manuals and instructions, warranties, record drawings and as-builts and deliver same to the Project Steering Committee; ensure that the Contractors perform equipment testing and assist with training of City employees on equipment usage and maintenance;
2. Prepare a standard contractor evaluation form for the Division of Capital Asset Management concerning the Designer, General Contractor and Subcontractors performance as required. Report to the Project Steering Committee on all aspects of the project;
3. Provide support and assistance in any claims-related matters or litigation.

CITY OF BROCKTON – CONTRACT APPENDIX A (SUBMIT WITH PROPOSAL)

VENDOR TAX CERTIFICATE

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:

SIGNATURE OF INDIVIDUAL *

SOCIAL SECURITY NUMBER **

*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

CERTIFICATE OF CORPORATE VOTE

I, _____; clerk/officer of _____ hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on _____ the following vote was passed:

Vote to authorizing _____ to sign in behalf of the corporation/company with the City of Brockton for _____.

Signature of Clerk/Officer

*** PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

AFFIDAVIT OF CLERK OF CORPORATION VENDOR
(To be signed and completed by Clerk)

I, _____, certify as follows:
(Print full name of Clerk)

1. I am the Clerk of _____ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of _____) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at _____.

2. That the names, residential addresses and title officers of the above named corporation are as follows:

President Address

Vice President Address

Treasurer Address

Resident/Registered Agent Address

3. That the above named corporation was incorporated on _____.

4. The federal tax identification number of said corporation is _____.

5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of _____ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.

6. _____ is authorized to sign contract/agreements on behalf of _____ pursuant to a vote of the Board of Directors/Officers on _____.

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this _____ day of _____, 20____.

Signature of Clerk of Corporation

VENDOR REGISTRATION FORM

TO BE COMPLETED BY ALL VENDORS:

TYPED/PRINTED NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____

PROPER LEGAL NAME OF BUSINESS ENTITY: _____

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME:

2. STATE AND DATE OF INCORPORATION:

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):

IF COMPANY, GIVE the OWNER'S NAME AND TITLE:

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT

1. Our firm is principally (more than 50%) minority owned.
YES _____ NO _____
2. Our firm is principally (more than 50%) woman owned.
YES _____ NO _____
3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)
YES _____ NO _____

SOMWBA CERTIFICATION CATEGORY: _____ / MBE _____ WBE _____

Attestation Clause

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful proposer shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED/PRINTED NAME AND TITLE: _____

Certificate of Non-Collusion and Certificate of Bona Fide Proposal

As per Chapter 30B, Section 10, any person submitting a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the proposal, as follows:

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

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

Assurance of Non-Discrimination Compliance

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/PROPOSER: _____

AUTHORIZED SIGNATURE/TITLE/DATE: _____

ADDRESS AND TELEPHONE: _____

Certificate of Insurance
(Service Contracts Only*)

As successful proposer on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named as certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

WORKERS' COMPENSATION: The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

PUBLIC LIABILITY: Within fifteen (15) days after the award of this Contract the Vendor shall, at his own expense, procure and maintain insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the minimum amount of \$50,000/\$100,000.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy."

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

*DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.

AUTHORIZED SIGNATURE: _____

Indemnification and Release

The Vendor shall indemnify and hold the City of Brockton harmless from any and all acts & omissions arising out of this contract by the Vendor, its agents, employees or representatives. Furthermore the term Vendor shall include the aforementioned wherever stated in the Contract.

Further, the Vendor shall indemnify and hold harmless the City of Brockton against any/all suits, claims, actions, costs or damages to which the City may be subject to by reason of damages to the property or person of anyone, arising or resulting from fault, negligence, or wrongful omissions by the Vendor. Said indemnification and hold harmless should apply in any event that a claim is brought against the City of Brockton for said acts caused by others.

The Vendor, their agent(s), representatives or employees shall release and hold the City of Brockton harmless for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance or omission of this Contract or any related sub-contract thereof.

AUTHORIZED SIGNATURE: _____

DEVIATION SHEET

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet (Appendix "F"). Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

VENDOR WORK HISTORY

- A. The undersigned proposes to supply: _____.
- B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.
1. Have been in business under present business name for _____ years.
 2. Are you fully licensed to do business under this contract? _____
 3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? _____
 4. Ever fail to complete any work awarded? _____
 5. Have you been involved in litigation in the past five (5) years? _____
 6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

	<u>LOCATION</u>	<u>DATE</u>	<u>DESCRIPTION OF WORK</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

C. Proposers shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the City of Brockton.

DELIVERY DATE: _____

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

D. Proposers shall note that this proposal reflects all changes in addendum/amendment numbers:

CITY OF BROCKTON – CONTRACT APPENDIX A (SUBMIT WITH PROPOSAL)

VENDOR TAX CERTIFICATE

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:

SIGNATURE OF INDIVIDUAL *

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER (FEIN) **

*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

CERTIFICATE OF CORPORATE VOTE

I, _____; clerk/officer of _____

hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on _____ the following vote was passed:

Vote to authorizing _____ to sign in behalf of the corporation/company with the City of Brockton for _____.

Signature of Clerk/Officer

*** PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

CITY OF BROCKTON – CONTRACT APPENDIX B (SUBMIT WITH PROPOSAL)

AFFIDAVIT OF CLERK OF CORPORATION VENDOR
(To be signed and completed by Clerk)

I, _____, certify as follows:
(Print full name of Clerk)

1. I am the Clerk of _____ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of _____) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at _____.

2. That the names, residential addresses and title officers of the above named corporation are as follows:

President Address

Vice President Address

Treasurer Address

Resident/Registered Agent Address

3. That the above named corporation was incorporated on _____.

4. The federal tax identification number of said corporation is _____.

5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of _____ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.

6. _____ is authorized to sign contract/agreements on behalf of _____ pursuant to a vote of the Board of Directors/Officers on _____.

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this _____ day of _____, 20____.

Signature of Clerk of Corporation

CITY OF BROCKTON – CONTRACT APPENDIX C (SUBMIT WITH PROPOSAL)

VENDOR REGISTRATION FORM

TO BE COMPLETED BY ALL VENDORS:

TYPED/PRINTED NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____

PROPER LEGAL NAME OF BUSINESS ENTITY: _____

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME:

2. STATE AND DATE OF INCORPORATION:

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):

IF COMPANY, GIVE the OWNER'S NAME AND TITLE:

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT

1. Our firm is principally (more than 50%) minority owned.

YES _____ NO _____

2. Our firm is principally (more than 50%0 woman owned.

YES _____ NO _____

3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES ___ NO ___

SOMWBA CERTIFICATION CATEGORY: ___ / MBE ___ WBE ___

CITY OF BROCKTON – CONTRACT APPENDIX D (SUBMIT WITH PROPOSAL)

Attestation Clause

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful proposer shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED/PRINTED NAME AND TITLE: _____

Certificate of Non-Collusion and Certificate of Bona Fide Proposal

As per Chapter 30B, Section 10, any person submitting a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the proposal, as follows:

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

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

Assurance of Non-Discrimination Compliance

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/PROPOSER: _____

AUTHORIZED SIGNATURE/TITLE/DATE: _____

ADDRESS AND TELEPHONE: _____

CITY OF BROCKTON – CONTRACT APPENDIX E (SUBMIT WITH PROPOSAL)

Certificate of Insurance
(Service Contracts Only*)

As successful bidder on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

WORKERS' COMPENSATION: The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

PUBLIC LIABILITY: Within fifteen (15) days after the award of this Contract the Vendor shall, at his/her own expense, procure and maintain insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the minimum amount of \$50,000/\$100,000.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy."

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

***DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.**

AUTHORIZED SIGNATURE: _____

Indemnification and Release

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the CITY and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including costs, reasonable attorneys' fees, consequential damages and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of VENDOR'S work under this Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the VENDOR or any entity or individual for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of VENDOR. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the VENDOR contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the VENDOR under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract and shall survive the completion of the work performed under or the termination of the Contract.

The VENDOR'S assumption of liability is independent from, and not limited in any manner by the VENDOR'S insurance coverage obtained pursuant to the terms of this Contract.

AUTHORIZED SIGNATURE: _____

CITY OF BROCKTON – CONTRACT APPENDIX F (SUBMIT WITH PROPOSAL)

DEVIATION SHEET

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet (Appendix "F"). Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

CITY OF BROCKTON – CONTRACT APPENDIX G (SUBMIT WITH PROPOSAL)

VENDOR WORK HISTORY

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