Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event any addenda is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: 14-2000

Contact Name:

_____

Company Name:

_____

Address:

_____

City/Town: State: Zip Code:

_____ _____ _____

Phone:

_____

Fax:

_____

Cell:

_____

Email:

_____

CITY OF BEVERLY/BEVERLY AIRPORT COMMISSION

OWNER'S PROJECT MANAGER

AIRPORT ADMINISTRATION BUILDING

L. P. HENDERSON ROAD, BEVERLY, MA, 01915

City of Beverly, Massachusetts

Request for Services

Owner's Project Manager Construct Airport Administration Building

The City of Beverly seeks services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws, Chapter 149, Section 44A1/2 and as further defined in the RFS to provide project management services for design development, construction documents, bid and award, construction, and final closeout for a new Administration 4,500 square foot building at Beverly Municipal Airport in Beverly Massachusetts as provided by Aeronautics Commission. The OPM and the Clerk of the Works services will be required from the same company, with combined salaries not to exceed $110,000.

Estimated Total Project Cost: $3,739,000.00

The OPM should be extremely familiar with the FAA- Federal Aviation Administration and the DOT-Massachusetts Department of Transportation-Aeronautics Division regulations and laws regarding airports, be highly qualified and shall have prior experience in the construction of similar buildings at airports.

The RFS Specifications may be obtained from the Office of the Purchasing Agent, City Hall, 191 Cabot Street, Beverly, MA 01915 during regular business hours on or after June 18, 2014 or Specifications may be downloaded at no charge from: www.beverlyma.gov/departments/procurement/forms or by emailing the Purchasing Agent at dgelineau@beverlyma.gov .

A voluntary site visit will be held on Monday, June 30, 2014 at 2:00PM. Contact: Airport Manager, Bob Mezzetti at 978-921-6072 or bmezzetti@beverlyma.gov.

Fourteen (14) hard copies of the response to this Request for Services and one electronic version in PDF format on CD-ROM of the Proposal shall be submitted and addressed to the Purchasing Agent, City of Beverly, 191 Cabot Street, Beverly, MA, 01915 no later than 11:00AM, Wednesday, July 9, 2014, local time. The city of Beverly reserves the right to waive any informalities or irregularities in the proposals received, or to reject any and all proposals, or to accept the proposal deemed to be in the best interest of the City of Beverly.

David Gelineau, Purchasing Agent

On behalf of Beverly Airport Commission

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INTRODUCTION

The City of Beverly, acting by and through the Beverly Airport Commission, collectively referred to herein as the "BAC", seeks services of a qualified "Owner's Project Manager" (OPM) as defined in Massachusetts General Laws, Chapter 149, Section 44A1/2 and as further defined in the RFS to provide project management services for design development, construction documents, bid and award, construction, and final closeout.

Project: Construct New Airport Administration Building at L. P. Henderson Road, Beverly, MA, 01915

Estimated Project Cost: $3,739,000.00

Time Frame: OPM Services to start on or before 7/31/14

Building Construction: Commence construction Winter 2014

Square Feet: 4,500 (+/-) square feet

I. BUILDING INFO/BACKGROUND

The Beverly Municipal Airport is a general aviation reliever airport with approximately 108 based aircraft located in Essex County.

The MassDOT/Aeronautics Division determined that administration buildings at many Massachusetts airports were not modern – not state of the art and decided to build new buildings at (10) airports and renovate (6) others. To this end, they hired an architectural firm (Fennick/McCredie) to design these structures at all airports – the primary work has been completed and the actual design of buildings at (3) of these airport has begun and includes the one at Beverly Municipal Airport.

The MassDOT/Aeronautics Division has approved funding of approximately Three Million Seven Hundred Thirty-nine Thousand Dollars ($3,739,000.00) as a total budget (including owner's project manager and designer services) to construct a new airport administration building on land the City of Beverly already owns. MassDOT/Aeronautics Division will pay 95% of the cost of the project and the City of Beverly will pay 5% of the cost of the project.

The MassDOT/Aeronautics Division's principal architect for this project is Fennick/McCredie Architecture, LTD., 65 Franklin Street, Boston, MA, 02110.

II. SCOPE OF SERVICES

The OPM chosen will assist the architect in the bidding process and all phases of construction. The OPM acts as the awarding authority's agent and consultant throughout the project from design through completion and must be completely independent of the designer, general contractor, or any sub-contractor involved in the building project. The BAC desires the selected Clerk of the Works to be a member of the same company as the OPM.

a. The OPM shall advise the BAC as to whether any aspects of the project should be modified within a particular area or budget estimate, space needs, and ensure that the designer

follows through on providing information which may be necessary to complete the design for the building and site improvements.

b. The OPM is expected to coordinate all issues and discussions involved with the project and advise the BAC as to the budget implications resulting from decisions made about the building.

c. Additional activities include but are not limited to: the overall project management plan, master, schedule, project delivery (procurement) strategy, and any public approvals (if applicable).

d. Design participation shall include input on the design development phases, construction documents, bidding/award recommendation, construction interface or oversight, A/E report, building department review, public works, fire, water and sewer documentation/review and approvals, and review of utilities. In addition, the review may include meeting with Board of Health and Conservation Agent/Commission (if applicable), as well as any other applicable Boards or Departments.

e. Bonds and Insurance Certificates: The OPM shall receive certificates of insurance and, where applicable, bonds from all parties required to provide them; such as the contractor, their various consultants and sub-contractors, and vendors, and forward them to the BAC. The OPM shall develop and maintain a bonding and insurance log identifying all parties required to provide bonds or insurance and noting certificates received, coverage expiration dates, and renewal status.

f. During the Bidding Phase, the OPM will work with the BAC to review/comment on the set of final drawings, specifications, any addenda, bids/bid protests and recommendations from the architect as to any award recommendations or rejections. This includes any filed sub-contractors as well as general contractors.

g. The OPM construction services include additional design, input and review, cost and schedule control(s), logistical planning, construction observation, work with the City for project procurements not limited to the construction, work with the City's Inspectors both building (if applicable) and City Engineering (if applicable). This may include procuring for professionals in the testing field(s) compaction, curing, and construction services, or any required professional services to complete the project delivery. The construction phase will also include attendance at the pre-construction conference, providing an OPM project schedule, an RFI system, construction photos, change order review/management/recommendation, (provide an opinion regarding reasonableness of cost in conjunction with input from the architect).

h. The OPM's project oversight responsibilities include:

    i. Attend regular job site meetings

    ii. Review the Schedule of Values (SOV) independently and work with the contractor to arrive at an acceptable SOV that can be used as a basis of monthly pay requisitions

    iii. Review construction contractor's schedule

    iv. Update master schedule to reflect actual planned progress

v. Ensure that the architect has addressed all the federal, state, and local fire safety codes and that regulations are clearly defined

vi. Develop and implement control systems for monitoring the project progress with respect to cost, schedule, and quality for providing early warning of any impending problems.

vii. Prepare contingency plans for corrective actions with BAC approval

viii. Keep the BAC advised on an on-going basis of all significant project developments including conditions and circumstances that could cause delays or be inconsistent with the project requirements.

ix. Update and issue a monthly master project construction schedule to show current conditions and revisions. Assist the architect in the review evaluation, resolution, and documentation of claims including but not limited to claims for additional time, claims for additional cost, claims for concealed or unknown conditions, and claims for errors or omissions in the plans and specifications.

x. In collaboration with the architect, establish, implement, and advise the contractor of procedures for expediting, processing, and obtaining the architect's approval of shop drawings, product data, and submittal log for identification of scheduling issues and provide comments thereon to the architect. The Clerk of Works shall make recommendations to the BAC and the architect with respect to the use of substitutions and monitor status of submittals through the general contractor's submittal logs.

xi. Expedite and participate in the BAC's review of project data and samples when such review is requested by the designer.

xii. Recommend courses of action for the BAC if contract requirements are not being fulfilled and the non-performing party will not take corrective actions.

xiii. Advise the BAC of necessary or desirable change orders to the project. Assist in negotiation of all contractors' change order proposals and submit recommendations to the BAC and the Designer. Establish and implement a change order tracking system and monitor approved and pending change orders and anticipated change orders. Establish a time line for processing change orders that does not interfere with the progress of the work.

xiv. Develop and implement procedures for prompt review and processing of contractor's applications for payment, including certifications required by the Designer making recommendations for payment. Review the "pencil requisition" with the contractor and review/sign final requisition.

xv. Oversee the activities and responsibilities of the contractor to assist in maintaining schedules, control costs, assure quality, and minimize disruption, monitoring compliance with the contract requirements.

xvi. Advise the BAC in selecting and retaining professional services for testing or other technical services as needed.

xvii. The OPM agrees to be available for any future litigation separate from the initial fee (if applicable). The BAC will require hourly rates to be submitted following the lump sum negotiations.

III. SUBMISSION REQUIREMENTS TO DETERMINE RESPONSIVENESS AND RESPONSIBILITY

To be considered responsive and responsible, each responder shall submit the following with its response:

a. A fully executed response (including the attached Owner's Project Manager Application form), which shall include evidence that the responder has met the following requirements:

   i. In order to be eligible for selections, each Responder shall certify in its cover letter that it meets the following minimum requirements. Any response that fails to include such certification in its response, demonstrating that these criteria have been met, shall be rejected without further consideration.

   ii. Each Responder shall designate an individual who shall serve as the OPM. The OPM shall be registered by the Commonwealth of Massachusetts as an architect or professional engineer, shall have at least five (5) years relevant experience in the construction and supervision of construction and design of public buildings with a particular emphasis on airport buildings; or, if the OPM is not registered as an architect or professional engineer, the OPM shall have at least seven (7) years of experience in the construction and supervision of construction, commissioning, and design of public buildings, with a particular emphasis on airport buildings.

b. A fully executed Conflict of Interest statement

c. A fully executed Conflict of Interest Certification form

d. A fully executed Certificate of Non-Collusion

e. A fully executed Certificate of Tax Compliance (M.G.L., Chapter 62C, Section 49A)

f. A Certificate of Corporate Responder, if applicable

g. A fully executed Certificate of Non-Debarment

h. A fully executed Certificate of Compliance with Massachusetts General Laws, Chapter 151B

i. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met shall be submitted with the bid documents.

j. Name of lead consultant, address, name of contact person (including phone and fax numbers and email address

k. Names and resumes of the management team for the provision of services, if applicable

l. A description of experience with similar Owner's Project Manager contracts within the last five (5) years. This shall include a brief description of the location, costs, and date services

were provided. Contact names and telephone numbers shall be provided. Express permission to contact these previous clients by telephone, in person, or by written correspondence, shall also be provided.

m. A description of past performance in both public and private contracts held by the responder. Each responder shall provide evidence of the following:

    i. Documented performance on all previous projects as set forth in the form designated as an attachment, including the number of projects managed, the project dollar value for each, the number and percentage completed on time, the number and dollar value of change orders, the average number of projects per project manager per year, the number of accidents and safety violations, the dollar value of any safety fines, and the number and outcome of any legal actions.

    ii. A satisfactory working relationship with designers, contractors, owners, and local officials.

n. The contact name, phone number, and contact name for up to three (3) current references for similar contracts.

o. A statement of any legal proceedings pending or concluded within the past five (5) years relating to performance of this type of service.

p. A statement of financial stability of the responder. Each responder shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheet.

q. A statement of the numbers, qualifications, and general and special skills of the consultants, sub-contractors, and in –house personnel of the responder who shall be working with the BAC, if applicable.

r. A statement evidencing thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, a working knowledge of FAA compliance regarding structures on airports, and all other pertinent codes and regulations related to successful completion of the project.

s. A description of the responder's project management approach. Each responder shall describe its approach to providing the level and nature of services required, as evidenced by proposed project staffing for the project, if applicable; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.

t. A summary of key personnel, if applicable. Each responder shall provide an organizational chart that shows the interrelationship of key personnel to be provided by the responder for this project and that identifies the individuals and associated firm/sub-consultants (if any) who shall fill the key roles identified by the responder, including, but not limited to, roles in design review/value engineering, estimating, records maintenance, sub-bidder prequalification, bidding, and cost and schedule control. Specifically, each responder shall describe the time commitment, experience, and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

u. A summary of the responder's current and projected workload for management of projects that are estimated to cost in excess of $1.5 million.

IV. BAC'S ROLE/RELEVANT INFORMATION

The BAC will make available relevant documents it has concerning the project. The BAC makes no guarantee of the quality and quantity of such information. Existing and available information may be researched prior to the submission deadline for responses. Existing project related documents can be found at the Airport Manager's Office, Beverly Municipal Airport, 46 L. P. Henderson Road, Beverly, MA, 01915

V. COMPARATIVE EVALUATION CRITERIA

The BAC Selection Committee will evaluate responses (both in the written responses and in the interview process) based upon the following criteria:

a. Prior similar contract experience:

The BAC Selection Committee will evaluate the responder's past experience in serving as an Owner's Project Manager for similar construction. The BAC Selection Committee will evaluate the responder's experience in working with life cycle cost analyses in making recommendations to the BAC Selection Committee about building materials, finishes, etc.

b. Past performance on public and private contracts:

The BAC Selection Committee will evaluate the past performance of the responder with regard to management of the development of publicly funded projects across the Commonwealth, as evidenced by:

i. Documented performance on all previous projects as set forth in the City of Beverly/BAC's Project Manager Application Form, including the number of projects managed, the project dollar value of each, the number and percentage completed on time, the number and dollar value of change orders, the average number of projects per project manager per year, the number of accidents and safety violations, the dollar value of any safety fines, and the number and outcome of any legal actions.

ii. A satisfactory working relationship with designers, contractors, owner, and local officials.

The BAC Selection Committee will also evaluate the management approach employed by the responder, examining how it has applied staffing in similar projects.

c. Demonstrated financial stability:

The BAC Selection Committee will evaluate the responder's current balance sheet and income statement as evidence of the responder's financial stability and capacity to support the proposed contract.

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

The BAC Selection Committee will evaluate the responder's key personnel, if applicable, examining the interrelationship between them in filling the key roles identified by the

responder, and in terms of design review/value engineering, estimating, records maintenance, sub-bidder prequalification, bidding, and cost and schedule control. The BAC Selection Committee will evaluate the time commitment, experience, and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

The BAC Selection Committee will evaluate the responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project. The BAC Selection Committee will evaluate the responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of Commonwealth construction procurement laws, regulations, policies, and procedures. The BAC Selection Committee will also evaluate the responder's knowledge of life cycle cost analysis, cost estimating, and value engineering with actual examples of recommendations and associated benefits to City of Beverly/BAC. The BAC Selection Committee will also evaluate the responder's knowledge of building commissioning consultants.

e. Capability of firm to perform services under any potential contract with the BAC:

The BAC Selection Committee will evaluate the responder's current and projected workload for management of projects that are estimated to cost in excess of $1.5 million.

VI. SELECTION PROCESS AND SCHEDULE

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

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

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

The following process will be followed by the BAC Selection Committee:

The first ranked selection will be submitted to the BAC Selection Committee for its approval.

The first ranked selection may be asked to participate in a presentation to the BAC Selection Committee and/or submit additional documentation, as required by the BAC Selection Committee, as part of the approval process at no cost to the City of Beverly/BAC.

The BAC Selection Committee will commence fee negotiations with the first ranked selection, while the Mayor will perform final fee negotiations.

If the BAC is unable to negotiate a contract with the first ranked selection or if the Mayor does not approve the first ranked selection, the BAC Selection Committee will then submit its second ranked selection to the BAC Selection Committee for its review, and upon approval, commence negotiations and so on, until a contract is successfully negotiated and approved by the BAC.

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

This RFS, any addenda issued by the City of Beverly/BAC, and the selected responder's response will become part of the executed contract. The key personnel that the responder identifies in its response shall be contractually committed for the project. No substitution or replacement of key personnel or change in the sub-consultants identified in the response shall take place without the prior written approval of the City of Beverly/BAC.

The following is a tentative schedule of the selection process, subject to change at the City of Beverly/BAC's discretion.

Advertise RFS in Central Register:	06/18/14
Site Visit:	06/30/14
Last Day for Questions from Responders:	06/26/14
Responses Due:	07/09/14
Responders Short-Listed:	07/14/14
Interview Short-Listed Responders:	07/16/14
Final Selection Submitted to Mayor for Review & Approval:	TBD
Negotiate with Selected Responder:	TBD
Execute Contract:	TBD

The successful responder shall be required to execute a Contract for City of Beverly/BAC's Project Management Services with the City of Beverly/BAC in the form that is attached hereto and incorporated by reference herein.

Prior to execution of the Contract for City of Beverly/BAC's Project Management Services, the fee for services shall be negotiated between the City of Beverly/BAC and the selected responder to the satisfaction of the Mayor. The initial fee structure will be negotiated through the Final Closeout Phase. The selected responder, however, shall be required to provide pricing information for all phases specified in the contract at the time of fee negotiation.

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

The successful responder shall provide certification of insurance coverage and shall be required to indemnify and hold the City of Beverly/Beverly Airport Commission harmless. (See Items VIII. & IX. below for more information).

VII. INSURANCE

The successful responder shall keep in force throughout the term of the contract and any extension or renewal thereof the amount of insurance described in the contract which is a part of this RFS and is incorporated herein by reference. Without limitation of other requirements of this RFS, no contract shall be entered into by the parties unless the successful responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language mandating that the City of Beverly/Beverly Airport Commission shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

VIII. INDEMNIFICATION

The successful responder shall indemnify the City of Beverly/Beverly Airport Commission for any loss, claim, or damage caused by an act or omission of the successful responder in connection with the project.

IX. GENERAL INFORMATION

Requests for Services (RFS) may be obtained on or after June 18, 2014. A voluntary site visit and information session is scheduled for June 30, 2014. Any questions concerning this Request for Services must be submitted in writing or email by the close of business on June 26, 2014. The contact information is below:

Contact: On or after *June 18, 2014* any questions concerning this Request for Services must be submitted in writing to:

Name	David Gelineau (MCPPO)
Address	191 Cabot Street, Beverly, MA 01915
Phone Number	978-921-6000 x2350
Email	dgelineau@beverlyma.gov
Fax #	978-921-8301

***Payment Schedule and Fee Explanation*:**

The BAC will negotiate the fee for services and contract terms dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased City of Beverly/BAC's Project Manager Fee. The City of Beverly/BAC will not be liable for any costs incurred by any respondent.

***Public Record*:**

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

***Waiver/Cure of Minor Informalities, Errors, and Omissions*:**

The City of Beverly/Beverly Airport Commission reserves the right to waive or permit cure of minor informalities, errors, or omissions prior to the selection of a respondent, and to conduct discussions with any qualified respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the City of Beverly/Beverly Airport Commission and its beneficiaries.

***Communications with the City of Beverly/Beverly Airport Commission*:**

Respondents that intent to submit responses are prohibited from contacting any of the City of Beverly/Beverly Airport Commission staff other than the contact indicated in the RFS. An exception to this rule applies to respondents that currently do business with the City of Beverly/Beverly Airport Commission, but any contact made with persons other than the indicated contact must be limited to that business, and must not related to this RFS. In addition, such respondents shall not discuss this RFS with any of the City of Beverly/Beverly Airport Commission's consultants, legal counsel, or other advisors.

FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION

***Withdrawal/Irrevocability of Responses*:**

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

***Rejection of Responses, Modification of RFS*:**

The City of Beverly/Beverly Airport Commission reserves the right to reject any and all responses if the City of Beverly/Beverly Airport Commission determines, within its own discretion, that it is in the City of Beverly/Beverly Airport Commission's best interests to do so. This RFS does not commit the City of Beverly/Beverly Airport Commission to select any respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The City of Beverly/Beverly Airport Commission also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A respondent may not alter the RFS or its components.

If Beverly City Hall, 191 Cabot Street, Beverly, MA, 01915 is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation during the proposal deadline, the proposal deadline will be postponed until 11:00AM on the next normal business day.

CONFLICT OF INTEREST STATEMENT

The responder hereby certifies that:

The responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a contract for these services.

No consultant to, or sub-contractor for the responder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the responder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or sub-contractor of a contract by the responder.

No person, corporation, or, other entity, other than a bona fide full time employee of the responder has been retained or hired to solicit for or in any way assist the responder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the responder.

Name of Responder:

Address of Responder:

By: _____
Signature

Printed Name:

Printed Title:

Date:

CONFLICT OF INTEREST CERTIFICATION

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

Name of Responder:

Address of Responder:

By: _____
Signature

Printed Name:

Printed Title:

Date:

CERTIFICATE OF NON-COLLUSION

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

Name of Responder:

Address of Responder:

By: _____
Signature

Printed Name:

Printed Title:

Date:

CERTIFICATE OF TAX COMPLIANCE

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

Name of Responder:

Address of Responder:

By: _____
Signature

Printed Name:

Printed Title:

Date:

CERTIFICATE OF CORPORATE RESPONDER

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

(Corporate Seal)

Name of Responder:

Address of Responder:

By: _____
Signature

Printed Name:

Printed Title:

Date:

This certificate shall be completed where responder is a corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the response on behalf of the corporation, this certificate shall be completed by another officer of the corporation.

CERTIFICATE OF COMPLIANCE WITH M. G. L., CHAPTER 151B

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

Name of Responder:

Address of Responder:

By: _____
Signature

Printed Name:

Printed Title:

Date:

CITY OF BEVERLY

DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street

Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

A. (Corporate Name) shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.

B. (Corporate Name) shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. (Corporate Name) shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.

C. Subcontracts: (Corporate Name) shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.

D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Lease Agreement. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

F. Deductibles: In the event of paid claims, (Corporate Name) shall bear costs of any amounts deductible.

G. The Owner shall be named as additional insured under all policies.

H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his insurance coverage.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and

Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A: Statutory

Coverage B: $500,000/$500,000/$500,000

B. (Corporate Name) Liability Insurance

(Corporate Name) shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Lease. Commercial General Liability Insurance must be included with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	$1,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Payments	$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: $1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of

(Corporate Name), all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

$2,000,000 per occurrence Bodily Injury and Property Damage

$2,000,000 per occurrence Personal Injury and Advertising Injury

$2,000,000 General Aggregate

$2,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.

PERFORMANCE AND PAYMENT BONDS

If required, the Contractor shall provide the Owner with a performance bond and a labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.

AGREEMENT BY AND BETWEEN
THE CITY OF BEVERLY
AND
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay for the sum of (Consideration) payable in monthly payments equaling 1/12 of the annual fee upon receipt of a monthly invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitableness, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sec in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly | Contractor

_____ | _____

Michael P. Cahill, Mayor

As to Appropriation:

SAMPLE

_____

Bryant Ayles, Finance Director

Purchasing Office
Beverly City Hall

191 Cabot Street, Beverly, MA 01915

June 17, 2014

GENERAL CONDITIONS AND INSTRUCTIONS

1) The City of Beverly reserves the right to reject any or all bids, accept any bid, or divide the award as deemed in the best interest of the City of Beverly, or to waive any informality in bids.

2) Each bid should give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership, followed by the signature and designation of the person signing. Bids by corporation should be signed with the name of the corporation followed by the signature of the person authorized to bind the matter.

3) Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

4) Time, in connection with discount offered, shall be net 30 days for properly submitted invoices. Any invoices not correctly identified shall be returned to the vendor for correction.

5) Bids must be enclosed in a sealed envelope(s) marked to identify the bid on the outside per this solicitation, and filed in the office of the of Purchasing Agent on or before the time and place stipulated in the bid, at which time they will be publicly opened and read.

6) Samples of items, when required, must be submitted prior to the openings of bids at no expense to the City of Beverly. If not destroyed by testing, they will be returned at the bidder's request and expense.

7) A bidder has the right to withdraw his/her bid anytime prior to the time fixed for opening.

8) Bids must be submitted on this form, unless otherwise specified or will be considered informal.

9) It is agreed that if this proposal be accepted and the bidder fails to comply with the terms of his/her bid or shall fail to contract as required within the time limit specified, the City of Beverly may, at its option, determine that the bidder has abandoned his/her bid, and thereupon this proposal and acceptance thereof shall become null and void.

10) The successful bidder will receive copies of a contract for their signatures. After signing and returning, the Mayor will sign the contracts and one copy a will be returned to bidder as Notice of Award and will thereupon constitute a binding contract between the City of Beverly and the bidder. **NO PAYMENTS CAN BE MADE WITHOUT AN EXECUTED CONTRACT!**

11) Quantities indicated are the City of Beverly's best estimate for quantities that may be utilized during the contract period. The City of Beverly does not guarantee that the estimated quantity is the quantity that will be utilized during the contract period.

12) Where applicable, wage rates are subject to the minimum wage rates as per M.G.L., Chapter 149, section 26 to 27F inclusive.

13) *Minority Business Enterprises:* Minority business enterprises have full opportunity to submit Bids in response to this Advertisement and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. All requirements of the Beverly Equal Opportunity Policy are in effect for this contract. Policy is available for viewing at the Office of the Director of Purchasing

14) *Contract Award* - Award of Contract(s) shall be to the responsible and responsive bidder(s) with the best bid(s) **and if applicable** best delivery date per this solicitation. The City may award multiple contracts under this bid.

15) *Contract length* - The contract shall be for one (1) year from the date of the award. This contract may be extended under the same terms and conditions for a maximum of two (2) additional one (1) year terms at the sole discretion of the City and upon approval of the appropriation.

16) The bidder shall provide evidence of insurance in accordance with INSURANCE REQUIREMENTS for the City of Beverly (attached if applicable) before commencing work.

17) Submittal requirements:

    a) Non-collusion and Tax Form (Bid Certification)

    b) Bid Sheets

    c) Bid bonds (If applicable)

    d) Massachusetts Highway Department Certification (If applicable)

18) All contract awards are subject to an appropriation for the good or service that is the subject of this bid package. Where applicable, all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for