

TOWN OF HUDSON
REQUEST FOR QUALIFICATIONS (RFQ)



ARCHITECTURAL/DESIGN SERVICES

FOR THE

**NEW DEPARTMENT OF PUBLIC WORKS
PROJECT**

**MUNICIPAL DRIVE
HUDSON, MASSACHUSETTS**

Proposals Due: August 10, 2023
Late Proposals Will Be Rejected.

Deliver Complete Proposals To:

Town of Hudson
c/o Eric Ryder, DPW Director
1 Municipal Drive
Hudson, MA 01749

For Further Information, Please Contact:

Town of Hudson – Department of Public Works
Phone: (978) 562-9333

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL/DESIGN SERVICES FOR THE HUDSON DEPARTMENT OF PUBLIC WORKS PROJECT

The Town of Hudson invites qualified architectural (or architectural/engineering) firms to submit proposals to provide professional architectural and engineering design services and, potentially for construction administration services, associated with the planning and construction of a new Department of Public Works building. Estimated construction cost of the Project is \$20,000,000. All respondents must comply with all of the requirements incorporated in the Request for Qualifications ("RFQ") and follow all instructions in preparing RFQ responses. Failure to respond properly may result in the rejection of the proposal(s). The contract between the Town of Hudson and the successful proposer must be approved by the Board of Selectmen for the Town of Hudson.

The RFQ may be obtained between July 26, 2023 at 10:00 AM and 4:00 PM on August 9, 2023, in the following manner: at the Hudson Department of Public Works Office, 1 Municipal Drive, Hudson MA 01749, or by telephone request to Eric Ryder, DPW Director (978 562-9333), or by e-mail request to dpwbids@townofhudson.org. All procedures related to this designer selection process are in accordance with Massachusetts M.G.L. c. 7c §§44-57.

Five (5) copies, plus one electronic copy on a USB drive, of the response must be submitted with all information as required on Pages 9 - 11 (Proposal Requirements) and any supplementary materials, if desired.

Sealed responses to the RFQ must be submitted in one sealed envelope labeled on the outside as: "Proposal for Architectural/Design Services – NEW DEPARTMENT OF PUBLIC WORKS BUILDING" with the respondent's name, office mailing address and contact telephone number and the date and time of the proposal opening clearly visible on the outside of the sealed package, and must be in compliance with further requirements as more particularly detailed in the RFQ. The sealed responses must be sent or delivered to:

Town of Hudson
c/o Eric Ryder, DPW Director
1 Municipal Drive
Hudson, MA 01749

Complete response packages will be accepted during regular business hours and must be received at the above address by 12:00 PM on August 10, 2023, at which time all response packages received will be recorded.

No late responses shall be accepted; postmarks will not be considered. All proposals received after the stated opening date and time will be judged to be unacceptable and will be returned unopened to the sender. It is the responsibility solely of the respondent to ensure that its response arrives at the designated place on time. No facsimile of proposals is permitted. The Town of Hudson reserves the right to reject any or all proposals, if deemed in the best interests of the Town.

PROJECT BACKGROUND

The Town of Hudson (Owner) is seeking the services of a qualified “Designer” as defined in Massachusetts General Laws c. 7C, §§44-58, to provide professional design and, at the option of the Owner, construction administration services for the design, construction procurement, construction and post-construction phases of a project to construct a new Department of Public Works (DPW) building located at the existing DPW Campus (1 Municipal Drive) in the Town of Hudson (the “Project”). The Project will include the removal of the existing DPW garage(s), and replacement with a new facility of an estimated 50,000 GSF, comprised of vehicular storage bays, vehicular maintenance bays, shop space, staff locker facilities, training / assembly area and administrative offices. A mezzanine is planned for equipment and material storage.

A feasibility study of this Project was previously completed and is available for review in conjunction with this RFQ via the Town of Hudson website:

<https://www.townofhudson.org/department-public-works/pages/bid-packages>

Building design elements shall be compatible with the character and scale of the current DPW Facility and be consistent with the Town’s efforts of reducing energy consumption. In spring, 2023, the Town of Hudson received Town Meeting and subsequent voter approvals, with a total project authorization of \$23.9 million.

The Designer selected will be required to provide designer services for Feasibility Study confirmation, and new facility design and bidding. Upon completion of the Design and bidding phase, the Town reserves the right, at their option, to move into construction phases of the Project with the same Designer for part, or all, of any resulting construction projects, and in such event the Designer selected will be required to provide services through construction administration and final Project close-out in accordance with the established budget and other Project objectives on behalf of the Town of Hudson as the Awarding Authority.

Pursuant to M.G.L., c.7c §§44, the Town of Hudson must use a qualifications-based selection process to procure the services of Designer.

The Town has contracted with Construction Monitoring Services to act as the Owner’s Project Manager (“OPM”) for the Project.

SCOPE OF SERVICES

The Project will proceed in phases as described below and as more specifically described in the Designer Services Contract attached hereto as Attachment A and incorporated herein by reference (the “Designer Contract”), and respondents to the RFQ (“Proposers”) are asked to provide a proposal response (the “Proposal”) that addresses all potential Project phases. Successful Responder (sometimes referred to herein as the “Designer”) shall provide designer services, including but not limited to the development of schematic plans and other documents illustrating the means for substantially meeting the programmatic needs established during informational sessions with the Owner’s Building Committee (the “Building Committee”), designees of the Owner, and other stakeholders identified by the Owner, and meeting the

budgetary requirements identified by the Owner. Conceptual design documents and drawings should show compliance with all applicable program elements, building and zoning codes and environmental requirements, and include provisions for any required permits and variances. The Designer shall be responsible, among other tasks, for preparation of all necessary final building plans, specifications, drawings, and documents for bidding and construction, identifying as necessary the scope of work for each trade, and for the preparation of drawings and specifications for contractor and subcontractor bid packages, preparation of bidding documents and providing assistance in the bid evaluation process. The Designer will be required to coordinate with the Owner's OPM for the Project, shall deal with contractors and subcontractors, and will require close adherence to established budget and schedule performance conditions and timelines. The Designer will be required to perform any necessary redesign services as required to meet the Owner's budget and program, at no additional cost to the Owner. The Designer shall furnish all physical plant, labor, equipment, and materials necessary to perform all operations in connection with the provision of such services. The Basic Services to be provided by the Designer are described in detail in the Designer Contract and as set forth below. The Designer shall be expected to comply with all applicable state and federal laws in the performance of services. The Successful Proposer who enters into the Designer Contract with the Owner shall be responsible for obtaining, at its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Owner reserves the right, but not the obligation, to require the Designer to perform Additional Services for which additional compensation may be due to the Designer, all subject to, and as more particularly set forth in the Designer Contract.

PHASE 1: Confirm Building Program / Schematic Design

WORK PLAN:

The Designer shall meet as deemed necessary by the Owner with key members of Town of Hudson departments throughout the initial phase and verify building size and program. Although the completed feasibility study will be provided to the Designer as a reference point, Designer will be responsible for all design considerations and for developing and confirming all programming and functionality with the Owner prior to continuing the design process.

UPDATED SITE AND ENVIRONMENTAL ANALYSIS

1. The Designer shall prepare a site and environmental analysis and Architectural programming as required consisting of drawings, reports and other documents illustrating the characteristics of both site and structures and relationships of same. The updated site and environmental analysis and Architectural programming report shall be submitted to the Building Committee or other designees of the Owner after execution of the Designer Contract.

2. Architectural Programming - The Designer is to provide the services required to confirm and/or establish detailed requirements for the Project, including but not limited to the following:

- A. Objectives, limitations and criteria.
- B. Space requirements.
- C. Space relations and relationships.
- D. Number and functional responsibilities of personnel.

- E. Flexibility and expandability.
- F. Special equipment and other systems.
- G. Site requirements and needs.
- H. Space/flow diagrams and pertinent descriptive texts.
- I. Existing site survey / proposed site circulation patterns
- J. Project cost estimate.
- K. Project development scheduling.
- L. Project budgeting.
- M. Building and Zoning Code analysis.
- N. ADA, CMR 521 ABB requirements and analysis.

3. The Designer must receive the Building Committee's written approval of the Site and Environmental Analysis and Architectural Programming prior to progressing to subsequent work activities.

SCHEMATIC DESIGN

1. The Designer shall confirm and/or prepare from the approved site and environmental analysis and other data, Schematic Design consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Building Committee.
2. The Designer will be required to prepare detailed room data sheets and diagrams establishing necessary adjacencies and proximities, as appropriate.
3. Deliverables and services of the Designer in connection with Phase 1 will include but not be limited to:
 - A. Develop design to illustrate general issues of layout, rough elevation, volumes, accessibility, site impact, etc. Identify any cost premiums that may be associated with the proposed design.
 - B. Evaluation of any state or municipal zoning or regulations including local design guidelines that might impact the concept.
 - C. Engineering analysis to include structural, soil, subsurface and site prep analysis, etc.
 - D. Site plan, floor plans, building elevations, and typical building sections.
 - E. Floor plans with proposed furniture and equipment layout.
 - F. One construction (1) cost estimate
 - G. Tabulations of square footage called for in the Space Needs Assessment and comparison to square footage shown on architectural plans.
 - H. Site plan (1" = 40 ft. or larger) identifying any impacts to existing parking, grading, building location, construction phasing (as applicable) and designation of utilities. Indicate areas for potential future expansion.
 - I. Color renderings of the proposed Project for display and presentation purposes and other materials if required by local design guidelines.
 - J. Assistance in the preparation for and presentation to the Select Board, Building Committee, and other public agencies.
 - K. Energy modeling of proposed design alternatives, and the development and evaluation of high efficiency building techniques and materials will be required.

Evaluate building elements based on practicality, life cycle costing and payback durations and other performance-based criteria and make recommendations for incorporation of such high efficiency building elements into the Project. Provide examples of experience with passive building design.

PHASE 2: Design Development and Construction Documents

Upon completion of Phase 1, the Owner reserves the right, at its option, to move into the design development and construction document phases of the Project with the same Designer. The services of the Designer may be extended at the sole option of the Owner, through construction and Project closeout, subject to appropriation of funding.

Upon receiving approval to proceed, and subject and/or any resulting construction projects, Designer services and deliverables in connection with Phase 2 will include but not limited to:

1. Complete architectural, engineering, landscape architectural, interior design drawings and specifications, and all other design services showing compliance with all program elements, building and zoning codes, environmental and conservation requirements and as required for the bidding and construction of the Project in accordance with public construction laws and regulations of the Commonwealth of Massachusetts (MGL c. 149) as well as layout for furniture, furnishing and equipment.
2. Energy modeling of proposed design alternatives, and the development and evaluation of high efficiency building techniques and materials will be required. Evaluation of building elements based on practicality, life cycle costing and payback durations and other performance-based criteria and make recommendations for incorporation of such high efficiency building elements into the Project.
3. Proposers are advised that the Owner may consider alternative schemes and multiple bid packages for meeting each of the goals of this Project and the Designer will develop Schematic Design Documents consisting of drawings and other documents illustrating such alternative schemes and multiple bid packages as required. The Designer shall provide Owner with analysis and advice on this approach and may be implemented if deemed by the Owner as advantageous to the overall Project and budget.
4. Designer will prepare a design development cost estimate. If a second estimate is performed by the Owner, the designer will reconcile with the Owner's estimate.
5. Architectural, engineering, landscape architectural, cost-estimating, interior design and all other design services required for the completion of the Project.
6. Upon approval of the final design for the Project by the Owner, Designer will prepare a complete set of construction documents for the project, including working drawings, material and technical specifications, bid forms, contract, supplemental conditions, temporary facilities and submittal requirements. During the construction document phase, at 60% complete and again at 90% complete, additional construction cost estimates shall be prepared and reconciled with the OPM to ensure the project remains within budget.
7. During the preparation of construction documents, specific plans for furniture, furnishing, and equipment shall be prepared. Certain of these items, as appropriate, may be

incorporated into the construction contract. Movable furniture items will be identified to ensure that they are consistent with room layout.

8. Administration of process of prequalification of bidders (as required) and public bidding, in association with the OPM, including but not limited to preparation of bidding documents. Designer shall attend any pre-bid conferences in conjunction with the OPM and shall attend and provide advice with respect to bid openings (in-person or electronic bidding) for the filed sub-bid and general construction bids, shall assist in bid analysis and contract award, and in review and analysis of any bid protest that may be filed.
9. Presentation of the design to Town officials, boards, Building Committee and at public hearings for the purposes of public outreach / education, to secure necessary permits and overall Project approvals.

PHASE 3: Construction & Closeout

At the sole option of the Owner, the services of the Designer in connection with any resulting construction projects may be extended through construction and Project closeout, subject to appropriation of funding. Upon receiving approval to proceed, Designer services and deliverables in connection with Phase 3 will include but not limited to:

1. Convene a pre-construction meeting to coordinate with the OPM and Contractors.
2. Provide administration of the contract for construction, including but not limited to regular construction review, reports and inspection services to ensure completion of work consistent with design requirements, plans, drawings and specifications for quality control purposes and to resolve any questions or discrepancies in the construction documents.
3. Provide site visits at a minimum of once per week and keep the Select Board, Building Committee and OPM informed of the progress and quality of work.
4. Conduct, attend and take minutes of record for weekly Project meetings.
5. Review and certify Contractor's Application for Payment.
6. Review and approve or take other appropriate action upon Contractor's submittals, requests for information ("RFIs") and requests for Change Orders and in a timely manner to ensure, in conjunction with the OPM that action regarding the same are completed in accordance with statutory and contractual requirements and that the Project remains on schedule.
7. Maintain a log of all submittals, RFIs, proposed Change Orders, Construction Directives supplemental instructions, designs and sketches of Designer, punch list items and close-out documents.
8. Review approve and prepare Change Orders and Construction Directives for the Select Board and Building Committee approval.
9. Conduct reviews to determine, with Select Board / Building Committee approval, the dates of Substantial Completion and Final Completion.
10. During construction, the Designer shall review the contractor's work in accordance with the requirements of the construction contract and shall provide a written report of each such review. In addition, the Designer shall review and comment upon logs and construction project reports maintained by the Contractor. Changes or substitutions shall require advance written approval of the Select Board / Building Committee.
11. Designer will be responsible for preparing punch list and for ensuring the completion of all punch list items for the Project prior to certification of Substantial Completion.

12. Upon completion of construction, the Designer shall perform final inspections and advise the Select Board, and Building Committee of any necessary work to satisfy the contract terms. The Designer shall review as-built drawings prepared by the contractor and when satisfied with their accuracy and completeness shall endorse and submit such drawings to the Select Board and Building Committee.
13. In the two months prior to the expiration of the general contractor's warranty, the Designer, in conjunction with the OPM, shall assist the Owner in identifying any deficiencies in the completed work and enforcing the warranty.

RIGHTS OF THE TOWN OF HUDSON

All notes, records, work sheets, drawings, correspondence, plans, schematic proposals, various design alternatives, specifications, documents, and all other products resulting from the operation of the Designer under this RFQ and subsequently awarded Designer Contract shall be deemed to be "works-for-hire" and shall be and become the permanent property of the Owner. Final payment by the Owner to the Designer may be withheld until the Designer transfers all such property.

The Owner reserves the right to modify this RFQ in any way prior to the deadline for submission of Proposals, by issuing an addendum or addenda to all register Proposers. The Owner may extend the deadline for submission if, in the Owner's sole judgment, it is necessary or desirable for any reason. The Owner reserves the right to cancel this procurement at any time, in whole or in part if the Owner determines it to be in its best interest.

The Owner reserves the right to reject any or all proposals received which, in the Owner's judgment, fail to meet the requirements of this RFQ or which is incomplete, conditional or obscure, or which contains additions or irregularities, or in which other errors occur or as to which the Owner deems rejection would be in the best interest of the Owner. The Owner reserves the right to waive minor discrepancies, and to waive any informality in an proposal if the Owner deems such waiver to be in the best interest of the Owner.

All expenses and costs, including but not limited to legal costs, associated with developing or submitting a Proposal in response to this RFQ or associated with oral or written clarification thereof, including all presentation materials and related costs and travel expenses, shall be borne solely by the Proposer and under no circumstances with the Owner be responsible for any costs or expenses incurred by an Proposer or recipient of this RFQ.

PROJECT TIMING

The tentative Project schedule, which is subject to change as determined by the Owner, is as follows:

- | | |
|--------------------------------------|---------------------------------|
| • Project Advertisement | July 26, 2023 |
| • Designer Submissions | August 10, 2023 |
| • Interviews Conducted (If Required) | Week of August 21, 2023 (Est'd) |
| • Negotiation and Award | Not Later than August 31, 2023 |

- | | |
|---------------------------|-----------------------------|
| • Design Completion | February 2024 |
| • Bidding | February - March 2024 |
| • Construction / Closeout | April 2024 – September 2025 |

PROPOSAL REQUIREMENTS

Sealed proposals clearly marked "Proposal for Architectural/Design Services – Hudson DPW Building Project" must be received and registered by the Town of Hudson, at the DPW Administrative Office, 1 Municipal Drive, Hudson, MA 01749 delivered either by hand or by carrier, by 12:00 PM on August 10, 2023. Sealed proposals must contain five (5) hard copies of the proposal, plus one electronic copy of the proposal (via USB Flash-drive). Each Proposal must be submitted in accordance with the Proposal submission requirements set forth in this RFQ in order to be considered for award.

No proposals will be accepted after the time and date noted. The DPW Administrative Office is open for receiving proposals as follows:

Monday-Friday – 8:00AM – 3:00 PM

Sealed proposals must include a Commonwealth of Massachusetts, DSB form (attached) and a written proposal clearly responding to the scope and type of services offered and other selection criteria listed in the RFQ. Applicants must also execute, as required by law, and included in the scaled submission, a Certificate of Non-Collusion and the Certificate of Tax Compliance, Certificate of Authority and Debarment Disclosure Form.

Changes, modifications or withdrawals of Proposals shall be submitted in writing to the Owner prior to the deadline for submission of Proposals and shall be contained in a sealed envelope clearly marked, as appropriate, "Correction, Modification or Withdrawal of Sealed Response to Request for Qualifications for Architectural/Design Services – Hudson DPW Building Project". No corrections, modifications or withdrawals shall be permitted after the Proposals have been opened.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFQ and is familiar with and accepts all of the terms and conditions of the RFQ and the Designer Contract. Failure of a Proposer to investigate completely the RFQ and/or to be thoroughly familiar with the RFQ shall in no way relieve any such Proposer from any obligations with respect to the Proposal.

M.G.L. c. 7C, §§44-58, which is incorporated herein by reference, shall govern all procedures.

Minimum Criteria: In order for Proposals to be considered as responsive and responsible, the Proposer and Proposal must meet the following minimum requirements:

- The primary Project leader identified in the Proposal shall be a registered professional engineer licensed to practice in the Commonwealth of Massachusetts;

- No person or firm, including a Proposer's listed consultant(s) shall be debarred pursuant to M.G.L. c. 149, §44C.
- The Proposal shall meet all Submittal Requirements as described hereinafter.

Submittal Requirements: The following information is specifically required in the Proposal;

1. A cover letter which must be signed by the individual with authority to bind the Proposer to contractual commitments and which shall include an acknowledgement of any addenda issued during the procurement process.
2. Name, business address, telephone/fax numbers and email address of Proposer and the name, title and telephone number of the individual who will serve as the Proposer's contact for all communications with the Owner with respect to this RFQ during the evaluation process.
3. Commonwealth of Massachusetts Standard Designer Selection Board Application Form for Municipalities and Public Agencies as attached.
4. Proposed organization chart and resumes of key staff of the Proposer who will be assigned to the Project, including engineering disciplines and consultants.
5. Description of Proposer's firm, its size and professional capabilities and qualifications. Include the professional experience and qualifications of members of the design team and any consultants who will be assigned by Proposer to the Project, and the percentage of time anticipated to be spent by task by key individuals in the firm. Identify the individual who will bear primary responsibility for this Project.
6. Identify all building projects of the Proposer, particularly public projects, within the last ten (10) years. Projects including DPW building experience, and use of pre-engineered metal buildings should be highlighted.
7. At least five examples of municipal construction projects completed by the Proposer's project team within the last ten (10) years, along with a brief description of each project, the year such project was completed, total project cost, and contact information for a reference. **Designers without public design and construction experience within the Commonwealth of Massachusetts will not be considered to be responsible proposers.**
8. A short narrative demonstrating the Consultant's understanding of the Project based on the information provided and a proposed schedule outlining the Proposer's plan for completing the Project as described. The narrative shall further demonstrate the Proposer's ability and experience with energy performance construction methodologies, as well as such concepts considered for incorporation into this Project.
9. Detail Proposer's experience developing design consensus on public projects, particularly working with volunteer committees.
10. Work plan and proposed schedule for the Project, including gathering information at meetings, plans and cost estimates.
11. Demonstrate Proposer's expertise at bringing in projects on time and on budget.
12. Detail Proposer's experience in commissioning of public projects, including commissioning of mechanical / electrical systems, and development / implementation of an Owner's Project Requirements document.
13. Evidence of the insurance coverage as described herein.
14. Complete Proposer's Certification and Proposal Signature (form attached).
15. Complete and sign Certificate of Non-Collusion (form attached).

16. Complete and sign Certificate of Tax Compliance with local, state and federal tax laws, (M.G.L. c. 62C, §49A) form attached.
17. Complete and sign Certificate of Authority (form attached)
18. Complete and sign Debarment Disclosure Form (form attached).
19. Other information the Proposer considers being material.
20. A current firm brochure may also be submitted with the Proposal.

DESIGNER SELECTION CRITERIA:

The selection process will be conducted in compliance with Massachusetts General Laws, Chapter 7C, Section 49 and according to the criteria described herein. All responsive and responsible Proposals will be ranked by the review committee designated by the Owner using a 4-point scale (4=Most Advantageous; 3=Highly Advantageous; 2=Less Advantageous, 1=Least Advantageous) for each of the criteria described below. The Owner will evaluate all Proposals that offer all of the required designer services, to determine the most advantageous proposal. If a , the Owner may select at least 3 finalists to be interviewed by the Building Committee or other designees of the Owner. The final ranking of the Proposers will be prepared based on the Owner's evaluation of proposals received, and subsequent interviews (if any). The Contract negotiations will start with the highest-ranking firm shortly afterward.

The Owner's evaluation of the Proposals will be based on the following criteria:

1. Quality and content of Proposal, including degree of completeness.
2. Relevant experience and professional qualifications (including professional registration in the Commonwealth of Massachusetts) of the Proposer and key personnel, including any consultants that the Designer has identified as personnel who will work on the Project; the Proposer must be an individual with, or a firm employing a person with, a current license and registration by the Commonwealth of Massachusetts as an architect or professional engineer.
3. Proposer's experience with completed public construction projects of similar size and complexity to the Project. **Proposers without public design and construction experience within the Commonwealth of Massachusetts will not be considered.**
4. The Proposer's ability to provide the opportunity for fast track design options.
5. Proposer's prior experience in working with staff and community involvement groups during the design and construction phases.
6. Proposer's understanding of the Project goals and proposed design solutions.
7. The Owner's assessment of the Proposer's availability to provide subsequent final design and construction service.
8. Proposer's immediate availability to begin the Project after the Notice to Proceed is executed.
9. The Owner's assessment of the Proposer's suggested procedures and time table to carry out the work as described in the scope of services and Project timing as described in the Proposal. The Proposal shall clearly demonstrate the ability to complete the work in the allotted time frame.
10. Proposer's financial Stability: Credit references, annual reports, recent financial statements, and bonding capacity may be requested.

11. Demonstrated ability of the Proposer, as shown in the Proposal, to provide energy efficient designs and Proposer's demonstrated history, as shown in the Proposal, with successfully pursuing grant opportunities.

ADDITIONAL INFORMATION

The Owner reserves the right at any time during the review and award process to consider any other relevant criteria, speak with references other than those provided by the Proposers as the Owner and its representative may in its or their sole discretion deem appropriate and request that one or more Proposers provide additional information, provided that said action is consistent with applicable law.

The selection of the Designer is anticipated to be made no later than the week of August 21, 2023. If you are awarded the job, you will be expected to contract with the Town of Hudson no later than September 1, 2023 and begin substantive work within one week of executing the Designer Contract.

INQUIRIES

Potential Proposers are advised that communication with Town of Hudson personnel and/or the OPM about the Project or this RFQ is prohibited except as otherwise provided in this RFQ.

No oral interpretations will be made to any potential Proposer as to the meaning of any requirements specified within this RFQ. In preparing its Proposal, the Proposer shall rely solely on its own observations and what has been communicated in writing, and no oral communication shall become the basis for any subsequent protest of the selection process. All questions regarding the RFQ and the Project are to be in writing, addressed to the:

Town of Hudson
c/o Eric Ryder, DPW Director
1 Municipal Avenue
Hudson, MA 01749
Via e-mail eryder@townofhudson.org.

No questions, written, faxed, or emailed, will be answered after the close of business on August 4, 2023. Following the closure of the period for questions, the Owner may issue a single written response to all questions received and will distribute such response to all registered recipients of this RFQ. The Owner may decline to answer any question.

No Designer briefing or pre-proposal conference is planned at this time.

Upon finding any omissions or discrepancies in this RFQ, the Proposer shall notify the Owner immediately so that any necessary addenda may be issued.

FEE FOR SERVICES

The Town of Hudson will negotiate the fee for services upon selection of the highest ranked Proposer. The fee for services shall include all direct expenses unless otherwise agreed, following agreement on a final scope of work.

GENERAL AND SPECIAL PROVISIONS

1. All Proposals submitted shall be binding for forty-five (45) days subsequent to the time of opening. By submission of a Proposal, the Proposer agrees that if the Designer Contract is awarded to the Proposer, the Proposer shall enter into a contract with the Owner that is substantially similar to the Designer Contract attached to this RFQ.
2. All proposals become the property of the Town of Hudson.
3. The Proposer and any permitted consultants of the Successful Proposer shall be expected to comply with all applicable federal, state, and local rules, regulations, and laws as they apply to the Project without limitation including all federal, state, and local bidding, environmental, and safety rules, regulations, and laws in the performance of service.
4. The Designer shall be responsible for any training of its personnel. The Designer shall have a current, valid license issued by the Massachusetts Board of Registration of Architects and is licensed and registered in compliance with all other applicable federal, state and local authorities related to the performance of architectural services and shall maintain such licenses and registrations in good standing throughout the term of the Designer Contract. The Designer, its personnel, contractors and consultants, shall perform its services in accordance with the highest professional standards of skill and diligence and shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services in the greater Boston area; all services shall be performed by qualified personnel competent to adequately perform the services assigned to them and the recommendations, guidance and performance of such personnel shall reflect such standards of due care and professional practice; only workers who have a license shall perform services for which a license is required.
5. The key personnel that the Proposer identifies in its response shall be contractually committed for the Project. No substitution or replacement of key personnel or change in the Designer's consultants identified in the Proposal shall take place without the prior written approval of the Owner.
6. The Designer shall provide services in any contract awarded pursuant to this RFQ as an independent contractor with the Town of Hudson. The Designer and its employees and consultants shall not be entitled to receive any benefits of employment with the Town of Hudson, including, without limitation, salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.
7. The Town of Hudson is an equal opportunity employer; consideration of all Proposals and the subsequent selection of the Successful Proposer shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin. Women and minority owned businesses are encouraged to apply.
8. The Successful Proposer, and all consultants of the Successful Proposer, shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151 B).

9. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the Successful Proposer may receive or award as a result of the Designer Contract on behalf of the Owner.
10. The following insurance requirements, which may be more specifically detailed in the Designer Contract, must be met by the Designer:

Automobile Liability: \$1,000,000 combined single limit for bodily injury and/or property damage

General Liability: \$1,000,000 Each Occurrence
 \$1,000,000 Personal and Advertising Injury
 \$3,000,000 Products/Completed Operations Liability
 Aggregate*
 \$3,000,000 General Aggregate*

Professional Liability (Architects E & O) \$3,000,000 Each Claim
 \$3,000,000 General Aggregate*

Valuable Papers Insurance: \$100,000

Umbrella Liability: \$5,000,000 Each Occurrence/Aggregate

Workers Compensation: as required by statute \$1,000,000 each accident
 \$1,000,000 Disease Policy Limit
 \$1,000,000 Disease – Each Employee

*Note if the limit is not offered for one of these coverage areas, the requirement can be satisfied by increasing the total umbrella limit commensurately.

The Town of Hudson shall be listed as Additional Insured on all policies other than Workers Compensation and Professional Liability Insurance. Copies of all the insurance certificates must be presented to the Owner by the Successful Proposer before any contract is issued. All policies shall require a thirty (30) day notice of cancellation to the Town of Hudson. The coverage shall be in force from the time of the Designer Contract through the date all construction work is completed and accepted by the Owner, provided however that if the insurance is a claims made policy, it shall remain in force for a period of six (6) years after Substantial Completion.

CONTRACT

A contract will be awarded, if at all, to the responsive and responsible Proposer submitting the most advantageous proposal taking into consideration the Proposer's team qualifications and experience, understanding of the Project's goals, staff capacity and references. Such Designer Contract will be awarded, if at all, on a negotiated basis, subject to all procedures outlined in the RFQ, pursuant to M.G.L. c. 7C, §§44 et seq. and all applicable regulations and guidelines.

If the top-ranked Proposer fails for any reason to enter into the Designer Contract, the Owner may notify the top-ranked Proposer of its intention to procure the services from the next highest ranked firm and proceed to commence negotiations with such next highest ranked firm and so on, until a Designer Contract is signed and approved by the Owner.

Contract award, if any, is subject to appropriation and availability of funds.

Within ten (10) days after presentation thereof to the successful Proposer, the Successful Proposer will be required to enter into the Designer Contract provided in Attachment A, subject to modification of the final scope of services as approved by the Owner. This RFQ and any addenda issued by the Owner shall become part of the contract between the Designer and the Owner.

Upon execution of the Designer Contract, the Designer will be instructed to commence providing the work outlined in the Designer Contract. All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the Designer pursuant to this Project shall be the property of the Town of Hudson.

PROPOSER CERTIFICATION AND PROPOSAL SIGNATURE

The Proposer hereby certifies that:

- I. The Proposer 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 Proposer has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Proposer, 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 Proposer.
3. That no person, corporation, or, other entity, other than a bona fide full-time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer 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 Proposer.
4. The Proposer has the internal accounting controls as required by MGL c.30, §39R(c) and the Proposer has filed and will continue to file an audited financial statement as required by MGL c. 30, §39R(d).

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts General Laws Chapter 7C, §.48 that all information provided in this Proposal for services is correct.

_____ (Signatory Name - Printed)

_____ (Signature)

_____ (Title)

_____ (Name of Firm)

_____ (Address)

_____ (Date)

CERTIFICATE OF NON-COLLUSION

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

ADDRESS _____ SIGNATURE _____

NAME (print) _____ TITLE _____

TELEPHONE _____ DATE _____

STATE TAXES CERTIFICATION CLAUSE

Pursuant to M.G.L. c. 62C, §49A, the undersigned, acting on behalf of the Proposer, certifies under the penalties of perjury that, the Proposer 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 Proposer: _____

*Signature of individual or
Corporate Name (Mandatory)

Title of Corporate Officer
(if applicable)

**Social Security Number or Federal Identification Number

*Approval of a contract or other agreement will not be granted unless certification clause is signed by the Proposer.

**Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of MGL c. 62C, §49A.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of

(Name of Corporation)

it was VOTED that

(Name and Title)

of this company is authorized to execute contracts and bonds of and on behalf of this company and affix its corporate seal hereto; and such execution of any contract obligation in this company's name and on its behalf, said obligation to be valid and binding upon this company.

A True Copy

Attested,

Company Name _____

Address: _____

Name & Title of Signatory: _____

Date: _____

I hereby certify that I am the Clerk of _____
(Name of Corporation)

that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Name of Clerk: _____

(Corporate Seal)

DEBARMENT DISCLOSURE FORM

**PUBLIC CONTRACTS - DEBARMENT
CHAPTER 550, ACTS OF 1991**

The Proposer hereby certifies under penalties of perjury that it is not presently debarred, suspended, or otherwise prohibited from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other chapter of the General Laws, or any Rule or Regulation promulgated there under.

Date: -----

(Company/Proposer)

(Signature)

(Print Name & Title of Person Signing)

(Address)

(City, State, Zip)