



# TOWN OF BOURNE

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## **REQUEST FOR SERVICES**

**For**

### **Owner's Project Manager**

**For the**

# **New Bourne Police Headquarters Facility**

Requested by the  
Bourne Town Administrator  
Thomas M. Guerino

**Issue Date: March 1, 2017**

**Due by: March 17, 2017**

**TOWN OF BOURNE  
REQUEST FOR SERVICES (RFS)  
POLICE HEADQUARTERS FACILITY  
OWNER'S PROJECT MANAGER**

The Town of Bourne, acting through its Town Administrator, herein after called the "Owner", invites proposals from a qualified Owner's Project Managers (OPM), as defined in Chapters 149 and 7C of the General Laws of Massachusetts, and as further defined by the provisions of the RFS, to oversee and manage the design, bid and construction of a new Police Station Headquarters, herein after called the "Project".

The total fee including expenses shall be negotiated, with the maximum cost not to exceed \$150,000 for OPM services during the Design Phase. A Preliminary estimate for OPM services during the Construction Phase is \$250,000.

Contract documents will be available at [www.Projectdog.com](http://www.Projectdog.com) or for pick-up at: Projectdog, Inc, 18 Graf Road, Suite 8 Newburyport, MA (978)499-9014, M-F 8:30AM-5PM. Go to [www.Projectdog.com](http://www.Projectdog.com) and login with an existing account or click [Sign Up](#) to register for free. Enter Project Code **817522** in the project locator box. Select "Acquire Documents" to download documents, review a hard copy at Projectdog's physical location, or request a free project CD

Proposals shall be submitted electronically at [www.Projectdog.com](http://www.Projectdog.com). Hard copy proposals will not be accepted by the Awarding Authority. Tutorials and instructions are available within the contract documents and online at [www.Projectdog.com](http://www.Projectdog.com). For assistance, call Projectdog, Inc at (978)499-9014, M-F 8:30AM-5PM.

All Addenda must be acquired electronically at [www.Projectdog.com](http://www.Projectdog.com). Each individual or firm recorded as having requested a set of Contract Documents will be electronically notified via email when addenda are issued. It is the sole responsibility of the proposer to review all ADDENDA prior to the proposal deadline at [www.Projectdog.com](http://www.Projectdog.com) or at Projectdog's physical location.

**ELECTRONIC SUBMITTAL INSTRUCTIONS**

- **Complete and save one PDF file for the Technical (Non-Price) Proposal and a separate PDF file for the Price Proposal.** The proposer must complete all required signatures either digitally (using Adobe Acrobat) or manually (print, sign and scan as a PDF file).
- Proposers may save, submit or modify a proposal at any time prior to the deadline. Once all forms are complete, select the "**Sub E-Bid**" link to upload. To complete submission, select "**Submit My E-Bid.**" Once submitted, a proposal cannot be edited. To modify a proposal the proposer must select the "**Retract My E-Bid**" link, make any necessary changes, and then submit the proposal again. Upon submitting or retracting the proposer will receive a convenience email for informational purposes only. Proposers are encouraged to contact Projectdog, Inc at (978)499-9014, M-F 8:30AM-5PM, if an email is not received.

- If a proposal is submitted prior to an Addendum being issued, the proposer will receive an automated email for informational purposes only. The proposer must review the addendum, retract the proposal, acknowledge all addenda, and submit the proposal again. If a proposer fails to acknowledge addenda their proposal may be rejected by the Awarding Authority.
- Timely submission of a proposal shall be the full responsibility of the proposer. The server clock is the time of record. It is the proposer's responsibility to review and confirm online that a proposal has been submitted and/or retracted and that the proposal is 100% true, complete and accurate. All proposers are required to review their submitted proposal via the "**View File**" link.

The Town Administrator reserves the right to accept and/or reject any and all proposals and waive any informality in procurement procedures to the extent allowed by law and make the award as may be deemed to be in the best interest of the Town.

Thomas M. Guerino, Town Administrator

**TOWN OF BOURNE  
REQUEST FOR SERVICES  
POLICE HEADQUARTERS FACILITY**

**I. BACKGROUND INFORMATION**

The present Bourne Police Station Headquarters was built in 1958. The existing station is undersized and does not support the operations of a modern police department. Originally constructed as a 1-story building, in 1978 a second floor was constructed directly on the existing roof. Today, the building is deteriorating with cracks in the exterior brick, the roof is leaking, and there are hazardous materials, including asbestos, throughout. There is no secure separation of prisoner and public areas, cells do not meet today's standards, and there is a lack of secure evidence processing and storage. In addition, the building does not comply with numerous state/federal codes including building safety codes and ADA accessibility.

Additional information may be found on the Bourne Police Headquarters Building Project Web Site at [www.newbournepolicestation.org/](http://www.newbournepolicestation.org/). The following documents are available at [www.Projectdog.com](http://www.Projectdog.com) :

- Bourne Police Headquarters Feasibility Study prepared by Kaestle Boos Associates, Inc., dated September 30, 2016
- Hydrogeological Engineering Application prepared by Weston & Sampson dated January 6, 2015

It is the Town's intent to expedite all contracts within a timely fashion, typically a contract will be awarded within 60 days to the successful proposal. Services under the contract will commence immediately upon execution of contract. Services are expected to proceed from the design through to construction, including the development of final construction documents, suitable for publically advertised competitive bidding.

The Town appropriated and authorized bonds in the amount of \$17,607,545 for planning, constructing equipping and furnishing the Police Headquarters at the Special Town Meeting on October 17, 2016. On December 6, 2016 the Town voted to exempt the debt service associated with those bonds from the provisions of Proposition 2 ½.

The OPM will work closely with the Police Facility Building Committee. The OPM will provide various project briefings and presentations attend committee meeting as necessary.

Separate Wastewater Treatment Plant on site.

Permitting for a Phase One treatment plant on the Project site has begun, an Environmental Notification Form (ENF) was submitted in May 2016 to the Massachusetts Environmental Protection Agency (MEPA). On June 8 a MEPA staff member walked the site with members of the Committee. A ruling is expected by the end of June, 2017 The OPM will be expected to coordinate

the Project with the Wastewater Advisory Committee throughout the duration of the Project.

Massachusetts Department of Transportation (MassDOT)

The Project site is located on Armory Road adjacent to state road carrying US Route 6 and MA Route 28, known locally as the Buzzards Bay Bypass. On the Owners behalf the OPM will be responsible for coordinating the efforts of obtaining curb cut access to the site with MassDOT.

The general timeframes for consideration and procurement activities are:

- Availability of Request for Services (RFS) Document – March 1, 2017
- Site Inspection / Briefing Session – March 10, 2017 at 10:00 a.m.
- RFS submission date – March 17, 2017 at 3:00 p.m.
- Interview of potential Designers – the week of March 27, 2017
- Qualifications based recommendation of award – April 4, 2017
- Completion of contractual negotiations – May 17, 2017

## **II. SCOPE OF GENERAL OPM SERVICES**

The Owner's Project Manager will provide consulting and project management services to coordinate and manage the design, bid and building process of the Bourne Police Headquarters to assure that design, construction and other related activities are implemented, monitored, maintained and integrated, consistent with the established budget and other objectives on behalf of the Town of Bourne as the Awarding Authority.

The OPM duties shall also include, but not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification, pursuant to section 44D½ or 44D¾ when applicable, scheduling, construction and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluations of the performance of the design professional, contractors, and subcontractors.

## **III. OPM SERVICES DURING THE DESIGN PHASE**

The Owner's Project Manager's primary functions will include:

1. Serve as an Independent Consultant and Aide to Town Officials and the Police Facility Building Committee.
2. Oversee and monitor the activities and responsibilities of the Design Team and

Independent Consultants to assure the Owner that they are fulfilling their contractual obligations. The Project Manager shall also, as requested by the Owner, attend and assist the Owner in various project briefings and presentations before committees, public groups and staff.

3. Serve as the lead to prepare project presentations enabling the Building Committee to convey concise progress updates before the Board of Selectmen, Finance Committee, and Public. Scrutinize deliverables prior to public distribution or presentation.
4. Collaborate with the Designer to confirm the space needs identified during the previous feasibility studies to put forward a project program maximizing efficiencies and shared spaces to build a properly sized building.
5. Serve as the lead to develop an overall project schedule.
6. Review the Construction Cost Estimates and identifying areas of potential savings early on in the process (e.g., space planning, selection of materials, HVAC strategies, etc.) and working directly with the Designer and Cost Estimator to present a peer reviewed total project budget, vetting all soft costs, contingencies and line items.
7. Coordination of the procurement of other professionals if necessary, to resolve identified issues and reduce project uncertainties.
8. The ability to integrate Building Commissioning services into the project to provide documented confirmation that the facility fulfills the functional and performance requirements of the Town, occupants, and operators. The commissioning process must establish and document the Town's criteria for system function, performance, and maintainability (Design Intent); and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, should be provided to the building operators to ensure the building continues to operate as intended.
9. Provide coordination, advice, and assistance to the Owner in the development of the final design documents.
10. Assist the Owner, and participate in, the Contractor and Subcontractor Pre-Qualification process as prescribed by DCAMM and completion of any and all relevant Contract documents to insure compliance with M.G.L. c. 149, noting the projected building estimate exceeds \$10 million.
11. Lead the evaluation, analysis and recommendation of Contractor and filed

Subcontractor bids. Investigate references, DCAMM history and bid bond information with the goal of ensuring compliance with the appropriate Massachusetts public bid laws.

12. Provide the Owner with detailed written reports, as agreed upon by the Parties, with respect to the overall status and progress of the work with particular emphasis in identifying key action items over the forthcoming thirty (30) day period.
13. Identify financial and administrative safeguards, and, if approved by the Owner, implement such safeguards.
14. Coordinate all permitting activities as necessary to allow for approvals to occur in a timely fashion.
15. Evaluate invoices of various project consultants, if appropriate, and so desired by the Owner.

#### **IV. OPM SERVICES DURING THE CONSTRUCTION PHASE**

The Owner's Project Manager's primary functions will include:

1. Provide, as an advisor and representative of the Owner, administrative, management, on-site supervision (Clerk of the Works) and related services as required to coordinate work of the Contractor, Subcontractor(s), and other consultants in order to complete the projects in accordance with the Owner's objectives for cost, time, and quality.
2. Assist the Contractor and Architect(s) in development of a schedule of values for payment that is realistic and in conformance with the expected flow of the work.
3. Oversee the activities and responsibilities of the Contractor in order to assist in maintaining schedules, controlling costs, assuring quality, minimizing disruptions, monitoring compliance with various Contract requirements (including local hiring provisions), and generally assuring that the Projects are built according to approved designs, drawings, and other relevant construction contract documents.
4. Prior to the start of construction, convene pre-construction meetings as needed to coordinate and communicate duties and responsibilities to all parties involved, to review the Contractor's Master Project Construction Schedule, to ensure that all Fire and Safety codes and regulations of Federal, State, and Local officials are clearly delineated, and to answer any concerns of the Owner towards the projects.
5. Develop and implement control systems for monitoring the projects' progress with respect to cost, schedule and quality for providing early warning of impending problems. Prepare contingency plans for corrective action, and with the Owner's approval, implement such plans for corrective action, as required.

6. Schedule and conduct regular construction and progress meetings to discuss such matters as procedures, commissioning work, progress problems, and scheduling. Prepare and distribute the minutes of these meetings to all Parties in a prompt fashion.
7. Update and issue the Master Project Construction Schedule monthly to show current conditions and revisions required by actual experience. Consistent with the Contractors' Construction Schedule, monitor the activities of the Contractors and Consultants on the projects, including activity sequences and duration, allocation of labor and materials, processing of Shop Drawings, Project Data and Samples, and delivery of products requiring long lead time procurement.
8. Expedite and participate in the Owner's review of project data and samples.
9. Endeavor to obtain satisfactory performance from each of the Contractor(s). Recommend courses of action to the Owner when the requirements of the Contract are not being fulfilled, and, the non-performing party will not take satisfactory corrective action.
10. Provide a daily field report including significant project achievements and activities, Contractors, Consultants and Officials on site, weather conditions project developments, including conditions or circumstances that may cause delay in the project schedule or otherwise may be inconsistent with project requirements of the Owner's objectives or expectations. In these cases, provide the Owner with proposed contingency plans to avoid or mitigate possible or actual delays.
11. Provide regular monitoring of the construction costs, showing actual costs for activities in progress and estimates for unaccomplished tasks. Identify variances between actual and established costs and advise the Designer and Owner if project costs are expected to exceed the respective contract sums.
12. Advise the Owner of necessary or desirable changes to the projects, assist in negotiation of the Contractor's proposals for these changes, submit recommendations to the Designer and the Owner, and, if accepted, prepare or cause the Contractor to prepare change orders for the Designer's approval and the Owner's authorization. Establish and implement a change order system monitoring and reporting on job cost events, including approved change orders, pending change orders, and anticipated change orders. Establish a time line for the change order process that does not interfere with the progress of the work.
13. Develop and implement procedures for the prompt review and processing of Applications for Payment from the Contractor for progress and final payments, including certification requirements by the Designer. Make recommendations to the Owner for payment(s).



14. Participate in the implementation of the safety programs of each of the Contractors as required by their Contract documents.
15. Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the Contractor(s). Verify that the applicable fees and assessments have been paid. Assist in obtaining approvals from authorities having jurisdiction over the projects.
16. Assist the Owner in selecting and retaining the professional services for third party inspections and testing laboratories. Assist the Contractor with the coordination of these services.
17. Perform weekly examination of all payroll records provided by the Contractor(s) to insure that all state wage reporting requirements are fully adhered to.
18. Verify the timely flow of payments to Subcontractors based on contract documents and Massachusetts General Laws.
19. Insure that proper record keeping of all types, plans, specifications, submittals, schedules, progress photographs, equipment operation manuals, etc., related to the quality and nature of the construction in progress is being maintained on the job site by the Contractor(s) and the Clerk of the Works for review by the Designer and the Owner.
20. Coordinate the commissioning work with all parties involved, to ensure that the commissioning activities are being incorporated into the Master Project Schedule.
21. Assist the Owner in the procurement of building equipment, furnishings and other materials, and coordinate vendor services.
22. At the conclusion of the project, coordinate the assembly of all record / as-built drawings, all other construction related documents and all materials necessary for occupancy and full operation of the facilities.
23. Manage on behalf of the Owner planning for operations and maintenance activities.

**V. OPM SERVICES DURING THE WARRANTY PHASE**

1. Review equipment warranties to ensure that the Town of Bourne' responsibilities are clearly defined.
2. Oversee and review the training of the Town of Bourne' operating personnel.
  - a. Oversee the video recording of the training as required by the Contract for

construction.

- b. Review the Design Team the Contractor's preparation of the O&M manuals for commissioned equipment.
3. Compile a Commissioning Record, which shall include:
  - a. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
    - i. Equipment meeting the equipment specifications,
    - ii. Equipment installation,
    - iii. Functional performance and efficiency,
    - iv. Equipment documentation, and
    - v. Operator training.
  - b. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
  - c. Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests, and trend log analysis.
4. Compile a Systems Manual that consists of the following: Town of Bourne' Project Requirements (by Town of Bourne); Design Narrative and Basis of Design (by designer); Performance Metrics, if completed during design; space and use descriptions, single line drawings and schematics for major systems (by designer); control drawings, sequences of control (by contractor); and a table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them (all by commissioning provider).
5. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.

6. Return to the site at 10 months into the 12 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

End of technical section

## **VI. INQUIRIES**

No oral interpretations will be made to any potential respondent as to the meaning of any requirements specified within this Request for Services. In preparing its proposal, the respondent shall rely only what has been communicated in writing, and no oral communication shall become the basis for any subsequent protest of the selection process. No questions, written, faxed, or emailed, will be answered after the close of business on March 9, 2017.

Any questions pertaining to the RFS should be directed to

**Thomas M. Guerino**

Town Administrator and Chief Procurement Officer

Town Administrator's Office

24 Perry Avenue

Buzzards Bay, MA 02532

P: 508-0600 x 1304

Email: [tguerino@townofbourne.com](mailto:tguerino@townofbourne.com)

## **VII. FEES FOR SERVICES DURING DESIGN and CONSTRUCTION / WARRANTY PHASES**

The fee, for each phase of project services requested, will be negotiated following the selection of the Owner's Project Manager deemed best qualified to perform the services on behalf of the town. Each fee will be negotiated as a lump sum including all direct expenses unless otherwise agreed, following agreement on a final scope of work.

## **VIII. GENERAL AND SPECIAL PROVISIONS**

1. The Town of Bourne, as the Awarding Authority, reserves the right to reject all proposals and to waive any formalities or irregularities as it deems in the best interest of the Town.
2. All proposals will become the property of the Town of Bourne.
3. The applicant and any sub-consultants of the applicant, selected shall be expected to comply with all applicable federal, state, and local rules, regulations, and laws as they

apply to the project without limitation including all federal, state, and local bidding, environmental, and safety rules, regulations, and laws in the performance of service.

4. The consideration of all proposals and the subsequent selection of the successful applicant shall be made without regard to race, color sex, age, handicap, religion, political affiliation or national origin.
5. The successful applicant, and all sub-consultants of the applicant, shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

## **IX. CONTRACT**

Upon selection, the successful Owner's Project Manager will prepare Contract documents for review, comment, and execution. Upon execution of the Contract, the OPM will be instructed to commence providing the work outlined in the contract. All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the OPM pursuant to this project shall be the property of the Town of Bourne.

## **X. SUBMITTAL REQUIREMENTS**

To receive consideration, all proposals must include the following information:

1. Applicant Certification.
2. Completed Certificate of State Tax Compliance, Certificate of Non-Collusion, Acknowledgement of Principal Form and Debarment Disclosure Form (copies attached).
3. OPM must carry insurances in accordance with attached requirements.
4. OPM must be qualified to provide services in Massachusetts.
5. OPM must be familiar with applicable federal, state and local codes and regulations necessary to complete the study.

## **XI. SELECTION / EVALUATION CRITERIA**

The selection process will be conducted in compliance with Massachusetts General Laws, Chapter 7, Section 38A1/2 and according to the **minimum and comparative** criteria described herein. The Town will evaluate all proposals that offer all of the required project management services, to determine the most advantageous proposal. The Town will then select firms to be interviewed. After the interview process, the final ranking of the firms will be prepared. Contract negotiations will start with the highest ranking firm shortly thereafter.

### **A. MINIMUM EVALUATION CRITERIA**

Each proposal must meet all the following criteria in order to be considered for further evaluation.

- **Years in Business** – Provide evidence that the OPM Firm has been in business for a minimum of five (5) years.
- **OPM Experience of Municipal Facilities** – Provide evidence of completing OPM services for municipal police stations of a similar type and magnitude.
- **Estimating, Scheduling and Cost Control Experience for Municipal Facilities of a similar magnitude** – Provide evidence of management processes or tools used in the management of other municipal projects.
- **Project Completion** – Acknowledgement of other projects that have been completed with a similar scope of work as described in the RFP.

Proposals which do not meet the minimum criteria will be judged unacceptable.

**B. COMPARATIVE EVALUATION CRITERIA**

The following grading system will be used to measure the relative merits of each proposal which has met the above minimum evaluation criteria.

	<b>Evaluation Criteria</b>	<b>Grade</b>
<b>1.</b>	<p><b>Quality of Proposal</b> <i>(Maximum Grade – 6)</i></p> <ul style="list-style-type: none"> <li>a. Evidence of the Firm’s experience with similar Public Safety projects. Including a thorough knowledge of the Massachusetts State Building Code(s), Architectural Access Board (AAB) regulations, Americans with Disabilities Act (ADA), and all other pertinent codes and regulations related to successful completion of the project.</li> <li>b. A detailed description of the methodology, level of detail, project approach including staffing, information management, change order process management, value engineering, claims avoidance, and other management and administrative systems related to services that will be undertaken to fulfill the OPM role.</li> <li>c. Evidence of the Firm’s experience with projects of a similar value.</li> <li>d. Qualifications of all personnel involved in the project, including cost estimators.</li> <li>e. The ability to provide Building Commissioning expertise, especially with respect to mechanical systems.</li> <li>f. Clarity and organization of the document.</li> </ul> <p><i>Grading from 0 to 6 is based on the following:</i></p> <ul style="list-style-type: none"> <li><i>6 All of the above criteria are positive</i></li> <li><i>5 Five of the above criteria are positive</i></li> <li><i>4 Four of the above criteria are positive</i></li> </ul>	

	<p>3 <i>Three of the above criteria are positive</i></p> <p>2 <i>Two of the above criteria are positive</i></p> <p>1 <i>One of the above criteria is positive</i></p> <p>0 <i>None of the above criteria are positive</i></p>	
2.	<p><b>Quality of Sample Reports and Management Tools</b> (<i>Maximum Grade – 3</i>)</p> <p>Submit at least one summary of reports, logs and communication tools for a project completed with the last 2 years.</p> <p>The report(s) will be graded on the following:</p> <ol style="list-style-type: none"> <li>1. Substance</li> <li>2. Evidence of Organization and understanding of Technical issues</li> <li>3. Clarity and organization of each report or project</li> </ol> <p><i>Grading from 0 to 3 is based on the following:</i></p> <p>3 <i>All above criteria are positive</i></p> <p>2 <i>Two of the above criteria are positive</i></p> <p>1 <i>One of the above criteria is positive</i></p> <p>0 <i>None of the above criteria are positive</i></p>	
3.	<p><b>Number of Municipal clients</b> (<i>Maximum Grade – 2</i>)</p> <p>Provide evidence of Municipal Projects where OPM services were provided to complete tasks described in the RFP.</p> <p><i>Grading from 0 to 2 as follows...</i></p> <p>2 <i>Six or more Municipal Clients</i></p> <p>1 <i>Two to five Municipal Clients</i></p> <p>0 <i>Less than two Municipal Clients</i></p>	
4.	<p><b>Project team leader – Years of OPM</b> (<i>Maximum Grade – 2</i>)</p> <p>Document the name of the Team Leader for this project if an award is made. Outline the experience and the number of years this leader has worked on similar building projects which have been constructed.</p> <p><i>Grading from 0 to 2 as follows...</i></p> <p>2 <i>More than twenty years of experience</i></p> <p>1 <i>Ten to twenty years of experience</i></p> <p>0.5 <i>Five to ten years of experience</i></p> <p>0 <i>Less than five years of experience</i></p>	
5.	<p><b>Years firm has been in business</b> (<i>Maximum Grade – 1</i>)</p> <p>Document the relevant number of years that the firm has been in business.</p> <p><i>Grading from 0 to 1 is based on the following:</i></p> <p>1 <i>More than ten years in business</i></p> <p>0.5 <i>Five to ten years in business</i></p> <p>0 <i>Less than five years in business</i></p>	
6.	<b>Oral Presentation / Interview</b> ( <i>Maximum Grade – 6</i> )	

	<p>Those firms meeting the Minimum Evaluation Criteria and scoring well in items 1 through 5 of the Comparative Evaluation Criteria <i>may</i> be asked to make an oral presentation to the RFS Selection Committee and other Town Officials. In addition to presenting the organization and qualifications of the firm, the presentation should include information of relevant past design projects. It would also be helpful if the Project Leader and other key personnel assigned to this project, participate in the presentation.</p> <p>The Oral Presentation / Interview should cover the following topics:</p> <ul style="list-style-type: none"> <li>A. Explanation of experience in providing OPM services for Municipal facilities.</li> <li>B. Ability to work with a wide range of agents (Architects, Contractors, Subcontractors, Consultants, municipal bodies, etc.) on behalf of the Owner in providing information relevant to the progress of the project on a timely basis.</li> <li>C. Explanation of the management tools that will be used for scheduling, estimating, cost tracking and cost forecasting.</li> <li>D. Provide insight of progressive problem solving skills and a demonstrated history of bringing projects of similar magnitude to completion on time and on budget.</li> <li>E. Provide insight as to how your firm's expertise has beneficially affected the Contractors' project execution.</li> <li>F. Presentation and interview interaction with the lead person, staff personnel and Consultants.</li> </ul> <p><i>Grading from 0 to 6 is based on the following:</i></p> <ul style="list-style-type: none"> <li><i>6 All of the above topics and more were in covered in positive manner</i></li> <li><i>5 All of the above topics were covered in a positive manner</i></li> <li><i>4 Four of the above topics were covered in a positive manner</i></li> <li><i>3 Three of the above topics were covered in a positive manner</i></li> <li><i>2 Two of the above topics were covered in a positive manner</i></li> <li><i>1 One of the above topics were covered in a positive manner</i></li> <li><i>0 None of the above topics were covered in a positive manner</i></li> </ul>	
<b>7.</b>	<p><b>References (Maximum Grade – 3)</b></p> <p>Provide a list of references with names, addresses and telephone numbers for contact people for relevant construction projects completed during the past 10 years. The references will be graded on the following:</p> <ul style="list-style-type: none"> <li>a. Quality, completeness and ability to provide third party OPM services for similar projects.</li> <li>b. The ability to anticipate and manage in-progress changes and their potential cost implications.</li> <li>c. Working relationship with Committees and Town officials.</li> </ul>	

	<p><i>Grading from 0 to 3 is based on the following:</i></p> <p><i>3 All of the above criteria are positive</i></p> <p><i>2 Two of the above criteria are positive</i></p> <p><i>1 One of the above criteria is positive</i></p> <p><i>0 If none of the above criteria are positive</i></p>	
	<b>Total</b> (maximum) 23	

End of administrative section



TOWN OF BOURNE  
CERTIFICATE OF APPLICANT (Consultant, Firm, Corporation, OPM)  
**NEW POLICE STATION FACILITY**

The OPM hereby certifies that:

1. The applicant has not been given, offered, or agreed to give any gift, contribution, or, offer employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or, subcontractor for the applicant has given, offered, or agreed to give any gift, contribution, or, offer of employment to the applicant, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity, other than a bona fide full-time employee of the applicant has been retained or hired to solicit for or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

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

Name of person signing the proposal (Printed)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

Date \_\_\_\_\_

TOWN OF BOURNE  
STATEMENT OF STATE TAX COMPLIANCE  
**POLICE HEADQUARTERS FACILITY**

Pursuant to Ch. 233 of the Acts of 1983, §49A(b),

I, \_\_\_\_\_, acknowledge that I am the authorized  
signatory for \_\_\_\_\_, whose principal place of  
business is at \_\_\_\_\_, and as such, do  
hereby certify under the pains of penalties of perjury that this company has complied with all laws  
of the Commonwealth relating to taxes including the following reporting of employees and  
contractors, and withholding and remittance of child support. M.G.L. c. 62C, § 49A.

Social Security or Federal ID Number \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

TOWN OF BOURNE  
STATEMENT OF NON-COLLUSION  
**POLICE HEADQUARTERS FACILITY**

Pursuant to M.G.L. Ch. 30B Section 10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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(Signature of individual submitting bid or proposal)

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(Name of business)

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:**

State of

County of \_\_\_\_\_SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say to me that he resides at \_\_\_\_\_, that he is \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Contractor's Signature

(Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires on:

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:**

State of

County of \_\_\_\_\_SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in \_\_\_\_\_ and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Contractor's Signature

(Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires on:

TOWN OF BOURNE  
DEBARMENT DISCLOSURE FORM  
**POLICE HEADQUARTERS FACILITY**

Name of Clerk: \_\_\_\_\_

(Corporate Seal)

PUBLIC CONTRACTS – DEBARMENT CHAPTER 550, ACTS OF 1991

The said undersigned certifies under penalties of perjury that the said undersigned is not presently debarred 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: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_  
(Company)

BY: \_\_\_\_\_  
(Signature)

(Print Name & Title of Person Signing)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

TOWN OF BOURNE  
INSURANCE REQUIREMENTS FOR INCLUSION  
IN ALL SPECIFICATIONS AND CONTRACTS

**POLICE HEADQUARTERS FACILITY**

Insurance. The Contractor shall carry and maintain in effect during the entire currency of the contract, at his own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Bourne. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

1) ☒ Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000.00.

2) ☒ "Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability **\$2,000,000.00.**

3) ☒ Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury \$ \$1,000,000.00

4) \_\_\_\_\_ Builder's Risk - Amount of the Contract

5) ☒ Professional Liability in the amount of \$2,000,000.00.

6) \_\_\_\_\_ Errors and Omissions

Certificate of Insurance. Prior to beginning work under the contract, the Contractor shall furnish the Town of Bourne a Certificate of Insurance naming the Town as 1) ☒ an additional insured or 2) \_\_\_\_\_ certificate holder acceptable to said Town evidencing the existence of the foregoing insurance coverage. Such Certificate also shall provide that the Town of Bourne will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.