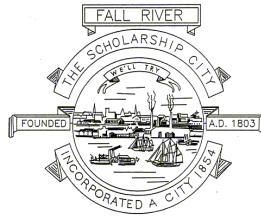


# CITY OF FALL RIVER



## REQUEST FOR QUALIFICATIONS RFQ #22-02

**OWNER'S PROJECT MANAGER:**  
*for projects at the*

***HENRY LORD COMMUNITY SCHOOL: 151 Amity St., Fall River, MA 02721***  
*(access road & science lab renovation)*

**&**

***TALBOT MIDDLE SCHOOL: 124 Melrose St., Fall River, MA 02721***  
*(drainage work, parking lot improvements, science labs & greenhouse)*

### **Contact:**

Name & Title:	Tammy Moutinho, Purchasing Agent
Mailing Address:	One Government Center, Room 234, Fall River, Ma 02722
E-Mail Address:	purchasing@fallriverma.org
Telephone Number:	(508)-324-2250

**Submission Deadline:**  
**2:00pm, Thursday, September 23, 2021**

CITY OF FALL RIVER  
REQUEST FOR QUALIFICATIONS (RFQ #22-02)  
**OPM SERVICES for**

***PROJECTS AT HENRY LORD COMMUNITY SCHOOL & TALBOT MIDDLE SCHOOL***

The City of Fall River seeks the services of qualified Owner's Project Manager (OPM) as defined in M.G.L. Chapter 149, Section 44A ½ for renovations. Total project cost for the Access Road project and Science Lab Renovation at Henry Lord Community School, Drainage Work, Parking Lot Improvements, Science Labs and Greenhouse at Talbot; \$1,875,000 which includes the bid, award, construction management and closeout of these projects. Fee for the scope of OPM Services will be negotiated, but will not exceed \$200,000. At the option of the City and subject to appropriation, the timeline for construction completion is April 2022. Proposers must have current Mass. License and registration as an Architect or professional Engineer, with a minimum of 5 years supervisory experience in building construction; or must have 7 years supervisory experience in building construction.

Beginning Wednesday, September 1, 2021, the Request for Qualifications ("RFQ") package may be obtained electronically through the Purchasing Department, One Government Center, Rm 234, Fall River, MA 02722 by e-mail request at: [purchasing@fallriverma.org](mailto:purchasing@fallriverma.org)

A mandatory site visit will be conducted during the week of September 13, 2021

Request for Qualifications must be submitted to: The City of Fall River, Purchasing Department, Room 234, One Government Center, Fall River MA 02722, no later than 2:00 PM on Thursday, September 23, 2021. The RFQ opening will be witnessed, opened, read, video-taped and made public directly at:

[https://youtube.com/playlist?list=PLwZ\\_O3BIFINUMV6xfTfVJsDvTb6HyaRkE](https://youtube.com/playlist?list=PLwZ_O3BIFINUMV6xfTfVJsDvTb6HyaRkE)

Responses may be hand-delivered or mailed to the Purchasing Department:

Monday thru Thursday: 9:00am – 4:00pm    Friday: 9:00am – 3:00pm

Submissions should be clearly labeled: "RFQ #22-02 OPM Services-Henry Lord & Talbot."

Responses must include one (1) original, six (6) copies and one electronic copy on a USB Drive.

No faxes or e-mails submissions accepted.

MBE/WBE businesses to participate.

The award will be qualification based. The Fall River School Committee intends to award a contract within 30 days of solicitation opening. The Awarding Authority reserves the right to waive any minor mistakes, informalities or irregularities or to reject any and all responses or to accept any response deemed to be in the best interest of the City of Fall River.

Tammy Moutinho  
Purchasing Agent

## **I. PROJECT DESCRIPTION**

The Fall River Public School System is planning to provide better access by adding a exit only road to the Henry Lord Community School, K-8 located at 151 Amity Street, Fall River, MA 02721, and also renovate two science labs. The second portion of the project will be to make improvements to the parking lot including drainage work, renovate two science labs and erect a greenhouse at the Talbot Middle School, located at 124 Melrose Street, Fall River, MA 02723

## **II. SCOPE OF SERVICES**

The construction will consist of an Access Road Project and Science Lab Renovation at Henry Lord, Drainage Work, Parking Lot Improvements, Science Labs and Greenhouse at Talbot;

The City anticipated that the provision of the services will include, but not necessarily be limited to, the following tasks:

1. Undertake the management of, and be the owner's representative for the Project.
2. Provide consultation services and advice by working closely with the City's architects/engineer, construction manager, School Committee, relevant City and the community at large on every aspect of the project.
3. Take a lead role in the completion of, review and provide input on developing and submitting required filings (with associated back-up), including funding authorization requests. This work will also include the responsibility for scheduling all necessary project meetings throughout the duration of the product.
4. Make required presentations to all appropriate City bodies including, but not limited to the School Committee, the City Council, the Planning and Zoning commissions, and others (including in conjunction with the City's architects, engineers and construction managers where appropriate).

5. Review and oversee critical path schedules for design and construction provided by others.
6. Review and oversee project budgets, schedules and cash flow projections.
7. Oversee and coordinate detailed project cost estimating and any required reconciliation between estimates and budgets. Identify cost control and value management options to keep the project on budget and ensure compliance with City approvals, and school project specifications.
8. Provide oversight for efficient and comprehensive communications and tracking of critical project elements (e.g., request for information (RFI's); change orders, submittals, addendums, meeting minutes, schedules, etc.).
9. Assist in the monitoring and reporting of contract manager, contactor, and subcontractor's compliance with all local, state, and federal requirements.
10. Perform a comprehensive constructability and coordination review of the contract documents and compile a list of related findings for distribution to the design team.
11. Develop and implement a system for review and processing of change orders.
12. Attend all project meetings, including job meetings, any other meeting as required.
13. Keep meeting minutes of all meetings for the project.
14. Develop and implement a procedure for review, approval and processing of contractor and professional consultant requests for payment.
15. Assist the City and School Committee to resolve any questions that arise during the project design and construction.

16. Determine final completion and turnover to the City of all required materials
17. Coordinate the completion and construction phase closeout of all projects including but not limited to: ensuring all appropriate documents are submitted, warranty issue oversight, owner-implemented changes and/or additions to the project.
18. Review certified payroll for reasonableness, completeness, and compliance with the law.
19. Provide value management/engineering oversight.
20. Provide document management services (e.g., warranties, as-builts, manuals, etc.).
21. Coordinate schedules and deliveries and review payment requests-invoices.

### **III. SUBMISSION OF QUALIFICATION STATEMENTS**

QUALIFICATIONS SHALL INCLUDE THE FOLLOWING INFORMATION AT A MINIMUM:

1. **Letter of interest** – Please provide a narrative history of your firm and its relevant owner’s project management experience.
2. **Relevant Project Team** – Reference a minimum of three relevant owner’s project management projects of similar type and scale to this scope. Include project name, location, brief description, and total square footage, and a client reference.
3. **Proposed Project Team** – Provide an organization chart and resumes for all key personnel. For each of the key personnel provide a resume that provide the following information:
  - i. Relevant background, credentials and experience with specific projects of comparable nature and scope.

- ii. Clearly defined roles and responsibilities as well as estimated time commitment to this project.
4. **Project Approach** – Include your project understanding, approach and methodology, and key elements and factors which differentiate your firm from your competition.
5. **Current & Future workload** – Provide a bar chart indicating the workload currently under contract for all members of the management team for the next 36 months.
6. **Acceptance of General Terms and Conditions** – Include a statement that the firm agrees to comply with all provisions included herein.

#### **IV. METHOD OF SELECTIONS/CRITERIA FOR AWARD**

Responding firms will be evaluated on their qualification statement by the Design Selection Board. The DSB will evaluate the qualifications statements on the following criteria:

1. Experience and performance on similar public projects (provide five (5) references minimum current to last five (5) years)
2. Identity and qualifications of the OPM team that is intended to be assigned to the project.
3. Current & expected workload/projects.
4. Financial stability.
5. Any other factor or criterion that the Design Selection Board considers relevant to the project.

The Design Selection Board will develop a short list of no more than three (3) most highly qualified firms. All respondents will then be notified in writing of their status. The Design Selection Board may interview the selected firms. The Design Selection Board's first choice will then be scheduled for a scope review and final negotiations with the Design Selection Board or their designated representatives.

Neither the City nor any of their respective offices, directors, employees or authorized agents shall be liable for any claims or damages resulting for the evaluation, selection, non-selection for rejection of any qualification statements or proposals submitted in response to the RFQ or subsequent RFP.

## V. GENERAL TERMS AND CONDITIONS

A prospective respondent must be willing to adhere to the terms and conditions of this RFQ, including the following, and must positively state their acceptance and compliance with them in their response to this RFQ.

1. **Acceptance or Rejection by the City** – The City reserves the right to accept and/or reject any or all qualifications statements submitted for consideration, if doing so serves the best interests of the City. Respondents whose qualification statements are not accepted will be notified in writing.
2. **Ownership of documents** – All qualification statements submitted in response to this RFQ become the sole property of the City, and subject to the provisions of (FOIA Statues).
3. **Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable developed under a contract awarded as a result of this RFQ becomes the sole property of the City unless stated otherwise in the RFQ or contract.
4. **Timing and Sequence** – Timing and sequence of events resulting from the RFQ will ultimately be determined by the City.
5. **Oral Agreements** – Any alleged oral agreement or arrangement made by a respondent with any board, commission, agency, employee or agent of the City will be voided and of no force and effect.
6. **Amending or canceling requests** – The City reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the City to do so.
7. **Rejection for Default or Misrepresentation** – The City reserves the right to reject the qualification statement of the respondent that is in default of any prior contract with the City or any of the town's boards, commissions or other agencies, or for misrepresentation.

8. **Clerical Errors in Awards** – The City reserves the right to correct inaccurate awards resulting from its clerical errors.
9. **Rejection of Qualification Statements** – Qualification statements are subject to rejection in a whole or in part of the limit or modify any of the terms and conditions and/or specifications of the RFQ.
10. **Changes to Qualification Statements** – No additions or changes to the original qualification statement will be allowed after the time and date required for submission.
11. **Contract Requirements** – A formal agreement will be entered into with the firm selected.
12. **Rights Reserved** – The City reserves the right to reject any and all qualification statements in whole or in part, or to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served by doing so.
13. **Withdrawal of Qualification Statements** – Negligence on the part of the respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statements.
14. **Assigning, Transferring of Agreement** – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior consent and approval in writing by the City.
15. **Cost of Preparing Qualification Statements** – The City shall not be responsible for any expenses incurred by the respondent in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.



16. **Definition of Terms** – For the purpose of this qualification statement, whenever the word “respondent” appears, it shall refer to “Owner's Project Manager” and whenever the word “Owner's Project Manager” appears, it shall refer to “respondent”.
17. **Independent Contractor** – The owner’s project manager firm shall comply with all applicable laws , bylaws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the contract.
18. **Sub-contractors** – The selected owner’s project management firm shall not subcontract any of its work or services to be performed to others without the express prior written consent of the City of Fall River.

## VI. INSURANCE REQUIREMENTS

### A. General Requirements

The Owner’s project manager shall be responsible for maintaining insurance coverage in force for the term of the contract of the kinds and adequate amounts to secure all of the owner’s project manager’s obligations under this contract with an insurance company(ies) with an AM Best Rating of a- VIII or better licensed to write such insurance in the State of Massachusetts and acceptable to the City.

The insurer shall prove the Department with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the department written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the owner’s project manager’s responsibility under this contract.

The owner's project manager, at their own expense, shall procure and maintain all insurances required and shall include the City as additional insured's on all contracts, except workers compensation and professional errors and omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the owner's project manager forward a copy of these requirements to their insurance representative(s).

## **B. Specific Requirements**

1. Specific insurance coverage amounts will be included in the Request for Proposals Package, as determined by the City.

## **C. Subcontractor Requirements**

The owner's project manager shall require any subcontractors and independent contractors hired by their firm to carry sufficient amounts of insurance and to obtain certificates of insurance which shall be submitted to and approved by the city before such subcontractors and independent contractors' are permitted to begin work.

The owner's project manager shall require that the City be included as additional insureds on all subcontractors' and independent contractors' are permitted to begin work.

The owner's project manager and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City and their officer, agents, servants and employees.

## **D. Other Data**

**The city reserves the right to amend the amount of coverage required and types of coverage provided based on work or service to be performed.**

## EVALUATION SHEET

### RFQ #22-02 OPM – Henry Lord & Talbot projects

VENDOR	Question 1	Question 2	Question 3	Question 4	Question 5	
	Prior Experience & Performance	Team Capacity & Skills	Financial Stability	Current & Expected Workload	Other	
	<u>10 Points</u>	<u>10 Points</u>	<u>10 Points</u>	<u>10 Points</u>	<u>10 Points</u>	<u>Total Points</u>

## NON-COLLUSION FORM

Applicants submitting a bid or proposal to provide supplies or services to the City or to purchase supplies from the City must complete and submit the following certification of non-collusion for with the bid or proposal.

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

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Signature of individual submitting bid or proposal

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Print name of individual submitting bid or proposal

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Name of Business

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Date

# TAX COMPLIANCE FORM

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Signature of person submitting bid or proposal

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Print Name of person submitting bid or proposal

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Name of business

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Date

**RFQ #22-02**  
OPM for the Henry Lord & Talbot projects

***VENDOR CERTIFICATION***

*I/We acknowledge addenda #(s):* \_\_\_\_\_

*COMPANY NAME:* \_\_\_\_\_

*STREET ADDRESS:* \_\_\_\_\_

*MAILING ADDRESS:* \_\_\_\_\_

*CITY, STATE, ZIP CODE:* \_\_\_\_\_

*COUNTY:* \_\_\_\_\_

*TELEPHONE:* \_\_\_\_\_

*AUTHORIZED SIGNATURE AND TITLE:* \_\_\_\_\_

\_\_\_\_\_

*EMAIL ADDRESS:* \_\_\_\_\_