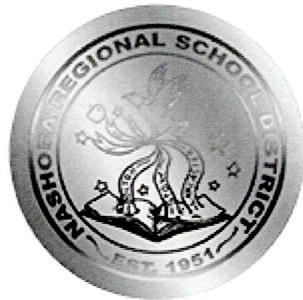


**NASHOBA REGIONAL SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS
HOUSE DOCTOR DESIGN SERVICES**



**Request for Qualifications
House Doctor Design Services**

MAY 5, 2023

**NASHOBA REGIONAL SCHOOL DISTRICT
50 Mechanic St. Bolton, MA 01740
978-779-0539**

INTRODUCTION

The Nashoba Regional School District (or, the "District," "Awarding Authority" or "Owner") is seeking to establish a list of qualified Architectural Firms that can work for Nashoba Regional School District to provide on-call as needed consulting and House Doctor Services. The designer services may include but are not limited to existing conditions,- inspections, feasibility and other studies, analysis, surveys, cost estimate programs, preparation of drawings, development of bid documents, plans and specifications, final design services, project management and construction administration services for projects involving mechanical, electrical, plumbing and fire protection systems, structural renovation and repairs, outdoor facilities renovations and repair, exterior lighting and grounds improvement, interior renovations, exterior envelope elements, energy management and efficiency improvements, design and deployment of security systems, and deployment of maintenance contractors and in-house maintenance, repairs, construction, including capital projects. At times, work may be highly time sensitive or emergency in nature. Additional services may be added if necessary. A Three (3) year contract will be issued with two (2) one (1)-year options to renew at the District's election and in its sole discretion.

Bid/proposal documents for project **House Doctor Design Services** will be available on the district's website at www.nrsd.net DEPARTMENT, BUSINESS AND FINANCE or upon request to the Business and Operations Manager: Ross Mulkerin rmulkerin@nrsd.net 978-779-0539 ext. 3007 or by coming to the Business Office 50 Mechanic St. Bolton, MA.

Sealed proposals are due by **June 2, 2023** at the Business and Operations Office 50 Mechanic St. Bolton MA 01740. The Nashoba Regional School District reserves the right to accept or reject any and all bids. The Nashoba Regional School District is an Equal Opportunity Employer. Minority and women business participation is encouraged.

Interviews if necessary will take place during the week of **June 12th to June 16th 2023**.

The Nashoba Regional School Superintendent, shall establish a House Doctor Selection Committee, whose membership may include the Nashoba Regional School District's Facilities Director, Business and Operations Director, to evaluate proposals submitted in response to this request.

It is anticipated that the Designer should have relationships with the following:

1. Architect (assessment, study, design and construction administration)
2. Exterior Building Envelope
3. Interior Architecture (interior architect/designer)
4. Landscape Architecture/Civil Engineering
5. Surveying and Mapping Services
6. Structural Engineering
7. Lighting
8. Mechanical, Electrical, Plumbing and Fire Protection
9. Security
10. Cost Estimating
11. Commissioning Agent

12. Environmental Engineering and Testing
13. Project Scheduling
14. Construction Cost Estimating
15. Claims Review and Risk Analysis
16. HAZMAT Consultant
17. Code Consultant
18. Historical Preservation/Restoration
19. Green Building, Sustainability and Energy Efficiently
20. Property Development Services

COMPENSATION

Compensation for on call services as Tasks/Projects - Except as otherwise authorized in writing by the Awarding Authority, for the services, the Designer shall be compensated as determined by the Awarding Authority as follows:

FEE NEGOTIATIONS

Responders shall not include any fee proposal nor discuss any proposed fees in response to this request.

The Nashoba Regional School District will commence fee negotiations with the top-rated design firms in each design category, with final fee schedule to be negotiated on a per-task order basis.

The Owner will negotiate the fee schedule for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations as follows:

- by a lump sum fee agreed upon in advance as a task/project in writing by the Designer and the Awarding Authority per task; or
- on an hourly basis (based on pro-rated hourly wages exclusive of benefits) and computed as follows:
- for Principals of Designer and Principals of Consultants to the Designer ("Principal" defined as Principal-in-Charge or Prime Consultant) and for Technical Staff of the Designer and Technical Staff of Consultants to the Designer ("Technical Staff" defined as management, design and production personnel) at the lesser of \$150 per hour or three times (3x) the actual pro-rated hourly wages; subject to verification by the Awarding Authority. In no event shall the Designer or its consultants be paid in excess of \$150 per hour without the express written approval of the Awarding Authority. The mere inclusion of hourly rates in excess of \$50 in the rate sheet (where 3x such rate would exceed the cap of \$150 per hour stated herein) shall NOT be deemed sufficient to satisfy the requirements of express written approval for hourly rates in excess of \$150 per hour.
- Note that if a unique or specialized consultant particular to the Project is required, a higher amount will require separate approval in writing by the Awarding Authority.

CHANGE ORDERS

All requests for changes to the contract and/or procurement scope must be made in writing and submitted to the District's project manager. No work contained in such request for a change order will be paid, unless a fully executed Contract Amendment exists. Verbal approvals/changes are not valid and no payments shall be made.

GENERAL SCOPE OF WORK

1. The scope of work may include without limitation to investigating, evaluating and, or preparing certifiable assessment studies, reports, inspections, feasibility and other studies, analysis, surveys, cost estimate programs, preparation of drawings, development of bid documents, plans and specifications, final design services, project management and construction administration services for projects involving mechanical, electrical, plumbing and fire protection systems, structural renovation and repairs, outdoor facilities renovations and repair, exterior lighting and grounds improvement, interior renovations, exterior envelope elements, energy management and efficiency improvements, design and deployment of security systems, and deployment of maintenance contractors and in-house maintenance, repairs, construction, including capital projects. At times, work may be highly time sensitive or emergency in nature. On call services are issued as task orders
2. Documenting existing conditions for preparing short and long term capital planning
3. Recommending detailed repairs and magnitude of cost for such repairs
4. Proposing alternate methods of repairs for resolution of the problem, including energy efficient alternatives
5. Developing the preferred solution to schematic design and/or design development
6. Preparing construction specifications and documents, cost estimates, and providing construction administration for the solution.
7. Emergency work that may be necessary and included in approval from DCAMM as part of the Emergency Waiver Process.

Examples of projects/tasks are, among others, existing conditions assessments of district buildings for short and long term capital planning, security improvements HVAC upgrades and installations, bathroom renovations roof, window and door upgrades and others. These are examples and are neither fully exhaustive nor a guarantee of purchase. House Doctor Services are to be provided on an on-call basis and as needed under the direction of the District or School.

QUALIFICATIONS/MINIMUM REQUIREMENTS

All applicants for consideration must possess the following minimum qualifications:

1. Current Massachusetts Licensure as an Architect
2. Thorough knowledge and understanding of current Massachusetts Building Code and all applicable State regulations including, but not limited to, Architect/Engineers Barriers Board 521 CMR, NFPA101 Life Safety Code and the Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings & Facilities
3. Thorough knowledge related to the design and construction of school buildings within the Commonwealth of Massachusetts
4. Thorough procurement knowledge related to project using Federal Funds
5. Sufficient levels of staff to complete the project within the schedule requirements
6. Flexibility to work for a negotiated fee per task and payment schedule
7. Adequate levels of professional liability insurance for all disciplines sufficient to cover the services and resulting response provided
8. Staff experience: Firm must commit an individual project manager with at least five (5) years of project management experience, with five (5) of them in managing similar design projects in Massachusetts comparable to the instant requested services –in terms of size and complexity
9. MCPPO Certification
10. Code of Conduct for Consultants on Public Building Projects

RULE FOR AWARD:

The House Doctor Selection Committee will evaluate responses and, on the basis of the comparative evaluation criteria identified herein, shall determine and return to the District a ranked list of Responders by category (the “Ranked List”). The Ranked List shall identify those Responders who/which have been selected for inclusion in the District’s House Doctor program.

The District reserves the right to reject any and all responses if it determines that it is in the best interest of the District to do so.

The time for award may be extended for up to 45 additional days by mutual agreement between the District and the most highly advantageous and responsible offer or.

NO GUARANTEE OF PURCHASE

Nashoba Regional School District makes no guarantee that any purchases will take place from any contract resulting from this Request for Qualifications, nor does the Nashoba Regional School District guarantee any minimum quantity of purchases from any contract resulting from this Request for Qualifications. Any estimated or past procurement volumes referenced in this Request for Qualifications are included only for the convenience of the Responders, and not to be relied upon as any indication of future purchases. The Responder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements

FUNDING AND FISCAL APPROPRIATION

Appropriations for expenditures by the Nashoba Regional School District and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the Nashoba Regional School District, MA begins on July 1st and ends June 30th of the following year. The obligations of the Nashoba Regional School District under any contract resulting from this Request for Qualifications for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the Nashoba Regional School District of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Request for Qualifications. In the absence of such appropriation or authorization, any contract resulting from this Request for Qualifications shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year

EQUAL OPPORTUNITY

During the performance of any services pursuant to this RFQ or any agreement executed to provide House Doctor Services, the successful responder agrees as follows:

- A. The successful Responder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful Responder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, nation origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.
- B. The successful Responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and all of the rules, regulations and relevant orders of the Secretary of Labor.

EMERGENCY STANDBY COMMODITIES AND/OR SERVICES

Due to a declaration of an emergency or; state of emergency that poses a risk to the safety and well-being of Nashoba Regional School District or its students, staff or members of its community or member towns, the District may request specific commodities and/or services from its Contractors or consultants. Contractors or consultants may be called upon to supply and/or deliver to the District on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a Contractor or consultant during an actual emergency. To accommodate such requests, Contractors or consultants may be requested and must make every effort to service these requests to the best of their ability from regular sources of supply at the rates set forth in any standard contract resulting from this RFQ

SUBMISSION REQUIREMENTS:

One (1) original unbound single sided copy and
Four (4) copies (neither facsimiles nor e- mail are acceptable) of the following requirements
must be submitted to:

Ross Mulkerin – Business and Operation Director
Nashoba Regional School District
50 Mechanic Street
Bolton, MA,01740

on or before **June 2, 2023 at 2:00PM**. Responses delivered to other locations within District
may be deemed unresponsive. The submission should be formatted in the following order:

LETTER OF APPLICATION

QUALIFICATIONS INFORMATION

- Similar Projects: A description of all previous projects of comparable size and complexity and similar in nature to those that would be performed by an on-call architect “house doctor”. The description should include construction cost estimates and references relative to these projects. By providing a response to this RFQ you authorize the Nashoba Regional School District to contact in person, via telephone and/or written or other correspondence any reference identified, and/or to research your qualifications through any other means, including without limitation internet searches.
- Company/ individual years of operation
- Flexibility to work for a fixed fee per task and negotiated payment schedule
- Experience with projects using Federal Funds
- Staff experience: Firm must commit an individual project resident with at least five (5) years of project management experience, in similar projects comparable in size and complexity in Massachusetts. Attach resumes of proposed staffing
- Evidence of professional liability insurance from and insurance company licensed to do business in the Commonwealth of Massachusetts
- Statement of disclosure of any known lawsuits or legal proceedings

REFERENCES

The Responder shall list at least four relevant references, which/whom the District can contact. The Nashoba Regional School District reserves the right to use ourselves as a reference. References shall include the following information:

- The name, address, telephone number, and email address of each client listed above.
- A description of the work performed under each contract.
- The amount of the contract.
- A description of the nature of the relationship between Responder and the customer.
- The dates of performance.
- Summary of the work performed.

EVALUATION CRITERIA

- Statements to support that the firm meets all the requirements in the evaluation criteria set forth in this RFQ

PROJECT APPROACH

- Firm will describe how they will deal with the various projects and submit sample reports for similar projects

SUBMISSION OF REQUIRED FORMS

- Completed Designer Selection Application
https://www.mass.gov/files/citiesDistrictsapplication2016_1.doc
- Insurance and Certifications
- W-9
- Certificate of Non-collusion
- Tax Compliance Certification
- Certificate of Vote
- Executed copy of Professional Services Contract

OTHER CONDITIONS

1. The Designer Selection Committee reserves the right to reject the choice of any design consultants.
2. An Owner/Designer agreement is attached.
3. Finalists may be required to appear before the Designer Selection Committee to review their qualifications. It is requested that any personnel who will be assigned to the project, including Principal-in-Charge, Project Architect attend this meeting.
4. Bidders are prohibited from communicating directly with any employee of the Nashoba Regional School District regarding this solicitation except as specified in this document, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this bid/proposal except for the Business and Operations Director. In the event that this request is incomplete or information is, missing questions must be made in writing and submitted to rmulkerin@nrsd.net in accordance with the instructions in the solicitation. Failure to follow these instructions may result in disqualification. Answers to any questions will be issued through an addendum to all persons who have requested bids/proposal.

SELECTION PROCEDURE/COMPARATIVE EVALUATION CRITERIA

The selection process will include an evaluation procedure based on the criteria identified below. Responders that clearly meet the minimum requirements will be evaluated. Following the rating of all fully responsive submissions, the House Doctor Selection Committee shall determine and return to the District the Ranked List by category as set forth above, identifying those Responders who/which have been selected for inclusion in the District's House Doctor program. The House Doctor Selection Committee may choose to interview Responders, or a short-listed subset thereof, in connection with its review

The Comparative Evaluation Criteria set forth in this section of the RFQ shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria below are to be used to ensure the firm and key personnel proposed for the service have sufficient and appropriate experience on municipal projects; to ensure the designer is familiar with

Massachusetts public construction laws and procedures; to ensure the firm has the professional licenses and the firm has the capacity and experience to undertake the on call services in a timely manner based on its size and the number and volume of current projects.

<p style="text-align: center;">EXPERIENCE AND PAST PERFORMANCE</p> <p>Have they documented experience in design and project management?</p> <p>Do they have experience providing these services to other municipalities and schools districts of similar size?</p> <p>Do they have other Massachusetts client?</p> <p>Have they been in business for at least five years?</p>	<p>Highly Advantageous-Proposer has over 10 years' experience providing professional, design and project management services in municipalities and school districts of similar size and has other Massachusetts clients.</p> <p>Advantageous-Proposer has more than five years but less than 10 years' experience providing professional, design and project management services municipalities and schools districts of similar size and has other Massachusetts clients.</p> <p>Not Advantageous-Proposer has less than 5 years' experience providing the described services.</p> <p>Unacceptable-Proposer has less than 3 years' experience providing the described services.</p>
<p style="text-align: center;">UNDERSTANDING OF NRSD REQUIREMENTS</p> <p>Does the proposal address all the elements of the RFQ?</p>	<p>Highly Advantageous-Proposer has completely addressed the qualifications listed in the RFQ and has presented a thorough description of the understanding and experience of similar services</p> <p>Advantageous- Proposer has addressed the qualifications listed in the RFQ and has presented an adequate description of the services</p> <p>Not Advantageous- Proposer has partially addressed the qualifications listed in the RFQ and/or the proposal does not convey an understanding of the services to be provided.</p> <p>Unacceptable-Proposal has no evidence of needed qualifications and/or understanding of services to be Provided.</p>

<p style="text-align: center;">QUALIFICATIONS</p> <p>Is the proposed project team highly qualified in design and project management?</p> <p>Does the project team include the following disciplines:</p> <ol style="list-style-type: none"> 1. Mechanical 2. Electrical 3. Plumbing 4. Engineer 5. Structural Engineer 6. Controls Engineer 7. Civil Rngineer, 8. Architect, 9. Security Specialist <p>Does the proposal describe the types of architectural disciplines that are available to District through the Proposer?</p>	<p>Highly Advantageous-The project team has proposed a person with at least 10 years of project management experience, has proposed a project team covering all the disciplines, each with at least 5 years of experience, and has listed other disciplines relevant to municipal and school maintenance and available to the District.</p> <p>Advantageous-The project team has proposed a person with at least 7 years of project management experience, has proposed a project team covering all the disciplines, the majority of which has at least 3 years of experience, and has listed other disciplines relevant to municipal and school maintenance and available to the District.</p> <p>Not Advantageous- The project team has proposed a person with less than 7 years of project management experience, and/or has not proposed a project team covering all the disciplines or has proposed a project team covering all the disciplines, the majority of which has less than 3 years of experience, and has not or minimally listed other disciplines relevant to municipal and school maintenance and available to the District.</p> <p>Unacceptable-The project team has proposed a person with less than 5 years of project management experience and/or does not include all relevant disciplines.</p>
<p style="text-align: center;">EXPERIENCE IN BID REQUIREMENTS AND PROCEDURES</p> <p>Does the proposal describe a thorough understanding of Massachusetts bid procedures?</p> <p>Does the proposal describe experience with preparing bids specifications and bid documents?</p>	<p>Highly Advantageous-Proposer has thoroughly described an understanding of the various bid laws in Massachusetts and their requirements and has demonstrated experience in the preparation of bid specifications and bid documents including projects using Federal Funds.</p> <p>Advantageous- Proposer has thoroughly described an understanding of the various bid laws in Massachusetts and their requirements and has some familiarity with the preparation of bid specifications and bid documents.</p> <p>Not Advantageous- Proposer has not described an understanding of the various bid laws in Massachusetts and their requirements and/or has not demonstrated experience in the preparation of bid specifications and bid documents.</p> <p>Unacceptable-Proposer does not include team member with MCPPO certification.</p>

<p style="text-align: center;">PROPOSED STAFF WORKS AS A TEAM</p> <p>Has the proposed project team worked as a team on other engagements with municipalities and school districts of similar size?</p>	<p>Highly Advantageous-The proposal documents that the project team has worked as a team on other engagements with over five municipalities and school districts of similar size and scope.</p> <p>Advantageous- The proposal documents that more than one quarter of the project team has worked as a team on other engagements with less than five municipalities and school districts of similar size and scope</p> <p>Not Advantageous- Less than one quarter of the project team has worked as a team on other engagements and/or less than half have expertise in municipalities and school districts of similar size and scope.</p> <p>Unacceptable-Project team has solely been created to respond to house doctor proposal and do not have individual or team expertise in both municipalities and school districts</p>
<p style="text-align: center;">STAFF ACCESS TO DISTRICT</p> <p>Will the project team:</p> <p>Be able to attend meetings at the convenience of the District?</p> <p>Be able to respond to unanticipated problems in a timely manner?</p> <p>Be able to provide unscheduled assistance to the District?</p>	<p>Highly Advantageous-Proposal indicates that the project team has thoroughly described their availability to the District.</p> <p>Advantageous- Proposal indicates that the project team leader and some of the project team members has adequately described their availability to District.</p> <p>Not Advantageous- Proposal indicates that most of the project team has not adequately described their availability to the District.</p> <p>Unacceptable- Proposal does not indicate adequately describe their availability to the District</p>
<p style="text-align: center;">EXPERIENCE WITH FEDERAL AND STATE AGENCY REQUIREMENTS AND PROCEDURES</p> <p>Does the proposal demonstrate a working familiarity with agencies that may oversee aspects of the services including the Massachusetts School Building Authority, the Division of Capital Asset Management and Federal and State environmental protection agencies?</p>	<p>Highly Advantageous- Proposer has thoroughly described work experience with, at a minimum, the agencies described to the left.</p> <p>Advantageous- Proposer has described work experience with some of the agencies described to the left.</p> <p>Not Advantageous-Proposer has described limited work experience with the agencies described to the left.</p> <p>Unacceptable-Proposer does not have or has not adequately described work experience with Federal and State agencies.</p>

<p>CORPORATE STABILITY</p> <p>Does the firm possess the financial strength and stability to employ sufficient staff who are expert in the engineering and design disciplines needed for this engagement.</p>	<p>Highly Advantageous-The firm has thoroughly described its financial position and has demonstrated that it will be able to provide the services for the foreseeable future.</p> <p>Advantageous- The firm has adequately described its financial position and has provided sufficient information to evaluate the firm's ability to provide the services for the foreseeable future.</p> <p>Not Advantageous- The firm has not adequately described its financial position and/or has not provided sufficient information to evaluate the firm's ability to provide the services for the foreseeable future.</p> <p>Unacceptable-The firm has not shown evidence of the financial strength and stability needed to employ staff needed for this engagement.</p>
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All proposals will be reviewed by the House Doctor Selection Committee. Final selection will be based upon the House Doctor Selection Committee's analysis of the information and materials required under the RFQ and provided by the Responders in their submissions, as well as information gathered during interviews with Responders, communications with references and other methods of investigation, research and review. The District reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. For each Responder in each category of services the House Doctor Selection Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable with respect to each of the above-referenced comparative evaluation criteria.

Before awarding the contract(s), the District may request additional information from the Responder to ensure that the Proposer has the resources necessary to perform the required services. The District reserves the right to reject any and all proposals if it determines that the criteria set forth herein have not been met.

AGREEMENT BETWEEN

THE NASHOBA REGIONAL SCHOOL DISTRICT AND _____

PROFESSIONAL DESIGN SERVICES

THIS IS AN AGREEMENT (the "Agreement" or "Contract") made on the ____ day of _____ 2023" by and between the Nashoba Regional School District, in the County of Worcester and the Commonwealth of Massachusetts (Hereinafter referred to as "District"), and _____ (hereinafter "Consultant"), a design firm incorporated in the state of Massachusetts with its principle place of business at _____, Massachusetts.

District and Consultant agree to the performance and furnishing of certain professional Services by Consultant concerning On Call Design Services as a House Doctor within the District (Hereinafter referred to as the "project") for certain consideration to be paid to Consultant by District, as set forth more specifically in the mutual covenants set forth below.

This Agreement will become effective on the date that the last party fully executes the same.

The scope of services and amount of payment therefor shall be set on a case by case basis, subject to agreement by the parties prior to the services being performed, and shall be identified and described in a task order "Task Order" to be incorporated into this Agreement by reference.

1.0 CONTRACT DOCUMENTS

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between District and Consultant and supersede any and all prior written or oral understandings between District and Consultant.

Exhibits:

- The District's Request for Qualifications;
- Certificate(s) of Insurance and Licenses Required by this Agreement;
- Consultant's Proposal
- Consultant's Corporate Authorization.

The request for qualifications shall be considered part of this contract document. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract (including any prospective Task Order
Third Priority:	Addenda to Request for Qualifications
Fourth Priority:	Request for Qualifications
Fifth Priority:	Contractor's Proposal

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by District and Consultant constitutes the District's written authorization for Consultant to proceed with the professional services described in the Request for Qualification (hereinafter referred to as "Consultant's Services"), subject to the District's issuance of a Task Order.

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

Except as otherwise specified, Consultant's Services shall be guaranteed by Consultant against any and all defects or damages caused thereby for a period of three (3) Years from the date of completion of Consultant's Services. Consultant shall be responsible during such period, or within three (3) years of the time when the District knew or should have known of such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All documents produced pursuant to this Agreement shall be the property of District. All information acquired from the District, or from others at the expense of District, in the performance of this Agreement shall be and remain the property of District. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

5.0 DISTRICT'S RESPONSIBILITIES

District may appoint a person to serve as liaison between District and Consultant with respect to the Project and Consultant's Services. In addition to serving as District Liaison, this person shall be responsible for scheduling all meetings between Consultant and District's representatives. This person, however, shall have no authority to bind District to make payments in excess of the lesser of the amount identified in a Task Order governing such services or the specific appropriation for the same. District shall provide all information reasonably requested by Consultant that is necessary for the completion of Consultant's Services. However, District shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE DISTRICT FOR CONSULTANT'S SERVICES

The DISTRICT shall make payment as follows: On a monthly basis, thirty days after receipt of an invoice for Consultant's Services satisfactorily completed during the immediately preceding month, the DISTRICT shall pay the CONSULTANT. Upon satisfactory completion of the Consultant's Services identified in the underlying Task Order, thirty days after receipt of an invoice for final payment, the DISTRICT shall pay the CONSULTANT all amounts due under the Contract/Task Order.

This Agreement does not provide for the payment by District to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the District in advance. The acceptance by Consultant of its final payment under this Agreement shall operate as a release of the District of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

This Agreement is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Consultant's Services shall not be paid by the District. In the event that an unforeseen miscellaneous expense is incurred, the Consultant shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

If the District objects to all or part of any invoice, the District shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

7.0 SUSPENSION OF WORK/CONSULTANT'S SERVICES

If following the issuance of a Task Order the District for any reason is unable to proceed with the Consultant's Services identified therein or its obligations under this Agreement-regardless of whether such inability is caused by or is within the control of District, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Consultant's Services shall be extended to such reasonable time as the District may determine, with such determination to be set forth by District in writing.

8.0 TERMINATION

8.1 By District

8.1.1

In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, District shall give written notice thereof. If said default is not remedied by Consultant within such time, as District shall specify in writing, District shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, District shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as District shall determine, and Consultant shall pay District any money that District shall pay another Consultant for the completion of Consultant's Services, in the excess of what District would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse District for all expenses incurred by reason of said breach, including attorney's fees incurred by the District. In case of such breach, Consultant shall be entitled to receive payment only for Consultant's Services satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by District in good faith.

8.1.2

Notwithstanding any other provision of this Agreement, the District reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to Consultant. District shall incur no liability by reason of such termination for convenience

except for the obligation to pay for Consultant's Services performed and accepted accruing through the date of termination less any offset or claim of District. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages

8.1.3

In the event of termination by District, all finished work and documentation, complete and incomplete, shall be delivered to District. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

8.1.4

If after the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of District under Section 8.1.2. In such event, any required payment adjustment shall be made as provided in Section 8.1.2.

8.1.5

Any termination or suspension of this Agreement shall not impair District's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of District to terminate this Agreement.

8.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy. Consultant also shall have the right to terminate this Agreement upon thirty (30) days' advance notice if District fails to make timely payment on the amounts due to Consultant under this Agreement, and the District fails to make such payment within such thirty (30) day notice period.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

9.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

9.1 Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

9.2 Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

9.3 Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.

9.4 Professional Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.

9.5 Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

9.6 The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

9.7 All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the (district name and address) before such cancellation or amendment shall take place."

9.8 evidencing such insurance in five (5) copies shall be furnished to the District at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.

10.0 INDEMNIFICATION

The following sections are in addition to and not in limitation of any other rights and remedies available to the District under this Contract, at law and/or in equity:

10.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall indemnify and hold harmless the District and its officers, employees, agents, officials, representatives, public bodies, and members thereof, and attorneys from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the District to the extent caused by the negligence of the Designer, its employees, agents, and/or representatives. Said costs shall include, without limitation, reasonable legal costs, collection fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgement that may be obtained in any such claim or suit.

10.2 For all other claims, to the fullest extent permitted by law, Designer shall defend, indemnify and hold harmless the District and their officers, employees, officers, employees, agents, officials, representatives, public bodies, and members thereof, and attorneys from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the District or the Authority to the extent they result from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and are caused by the negligence of the Designer, its employees, agents and/or representatives. Said costs shall include, without limitation, reasonable legal costs, collection fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgement that may be obtained in any such claim or suit.

Neither the District, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating hereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts, or Town statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Consultant or its employees, regarding the subject matter of this agreement.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or District entered into this Agreement

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of District.

11.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of the District. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

11.4 Inspection by District

The representatives and agents of District shall be permitted to inspect all work, work-product, materials, payrolls, and records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

11.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

11.6 Governing Law

Consultant shall perform its Consultant's Services in conformity with the requirements and standards of District, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a state or federal Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or District in performing services under this Agreement. Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that, to the best of the Consultant's knowledge and belief, the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

11.8 Corporate Contractor

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter shall be Exhibit D to this Agreement. This Agreement shall not be enforceable against the District unless and until the Consultant complies with this section.

11.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

11.10. The Consultant shall provide services under this Agreement as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Consultant shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

The Consultant's key personnel assigned to this project and their project roles are as stated in the Response submitted by the Consultant attached hereto.

There shall be no change to these personnel assignments without the prior written consent of the District, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by the Consultant or the District, written notice of such request shall be timely provided in writing to the other party. The District shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

11.11. The Consultant hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Consultant is prohibited on District property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Consultant violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Consultant shall not be permitted to return to work on this Agreement. Under such circumstances, the Consultant shall promptly remove the subject officer, employee, agent, or Representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work or services in connection-with this agreement.

11.12. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Consultant, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

11.13. For each employee of the Consultant who is rendering services under this Agreement, the Consultant shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the District that such employee passed the Consultant's pre-employment criminal background screen. In the event that any employee refuses to permit the Consultant to provide such information to the District, the Consultant shall not assign such employee to perform services for the District, and such employee shall not be authorized to perform services for the District. The District shall be permitted to keep such information in its files.

11.14 Except as otherwise provided in this Agreement, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the District: _____
(address)

With a copy to: Peter Mello, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Consultant:

11.15. The Consultant hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Agreement.

The Consultant hereby certifies that no consultant to or subcontractor for the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant, 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 Consultant.

The Consultant hereby certifies that no person, corporation or other entity, other than a bonafide full time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporotaion of another entity be paid a fee or tther consideration contingent upon the award of the Agreement to the Consultant.

The Consultant is hereby prohibited from receiving any extra payments for Consultant's Services or work for basic services that should have reasonably been anticipated by the Consultant, and that is not identified and described in a Task Order.

The Consultant hereby certifies that , in the event that the statute applies to the services contemplated by this Agreement, it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Consultant has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R, and will comply with the following:

The Consultant shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Consultant shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Consultant.
2. Until the expiration of six (6) years after final payment, the District, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Consultant and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Consultant or its consultants in relation to the project.
3. The Consultant shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the District, including in the Consultant's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Consultant's independent certified public accountant approving or otherwise commenting on the changes.
4. The Consultant has filed a statement of management on internal accounting controls prior to the execution of this Agreement.
5. The Consultant has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year.
6. The Consultant shall file with the District a statement of management as to whether the system of internal accounting controls of the Consultant and its subsidiaries reasonably assures that:
 - a. Transactions are executed in accordance with the management's general and specific authorization;
 - b. Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to a. statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets;
 - c. Access to assets is permitted only in accordance with management's general or specific authorization; and
 - d. The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

7. The Consultant shall also file annually with the District a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

a. whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and

b. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Consultant's financial statements.

8. During the term, the Consultant shall annually file with the Commissioner of Capital Asset Management and Maintenance and the District of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the District upon request.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this Agreement shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws.

10. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

11. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

12. This Agreement may be amended only by written consent of the parties.

13. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Agreement, any statutorily mandated provisions contained herein shall control.

14. The Consultant understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Consultant with respect to the services required to be provided under this Agreement. The Consultant and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

15. By entering into this Contract, the Consultant certifies under penalties of perjury that its Response was made and submitted in good faith and without collusion or fraud with any 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.

16. The Consultant acknowledges that it has not been influenced to enter into this Agreement, nor has the Consultant relied upon any warranties or representations not set forth in this instrument.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement on the
Nashoba Regional School District by:

District Manager

Date

Witness

Date

The Contractor by:

*Contractor or Authorized Signature

Date

Witness

Date

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,
_____, authorized signatory
for _____, do hereby certify under the pains and penalties of
perjury that said contractor has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.

Signature

Name: _____

Title: _____

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.

Signature

Name: _____

Title: _____

Business Name: _____

CERTIFICATE AS TO CORPORATE CONTRACTOR

I Certify that I am of the Corporation named as Contractor in the within Proposal Form that who signed said Proposal Form on behalf of the Contractor was then _____ of said Corporation; that I know his signature and that his signature hereto is genuine and that said Proposal Form was duly signed, sealed, and executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

Signature

Title

This Certificate must be completed where the Contractor is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

CERTIFICATE OF VOTE

(To be filed if Contractor is a Corporation)

I, _____ "hereby certify that I am the duly qualified and
acting (Secretary of the Corporation)

_____ Secretary of and I further
(Name of Corporation)

certify that at A meeting of the Directors of said Company, duly called and held on _____
(Date of Meeting)

At which all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower anyone acting singly, to execute Forms of General Proposal,
Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any
respect.

By: _____
(Secretary of Corporation)

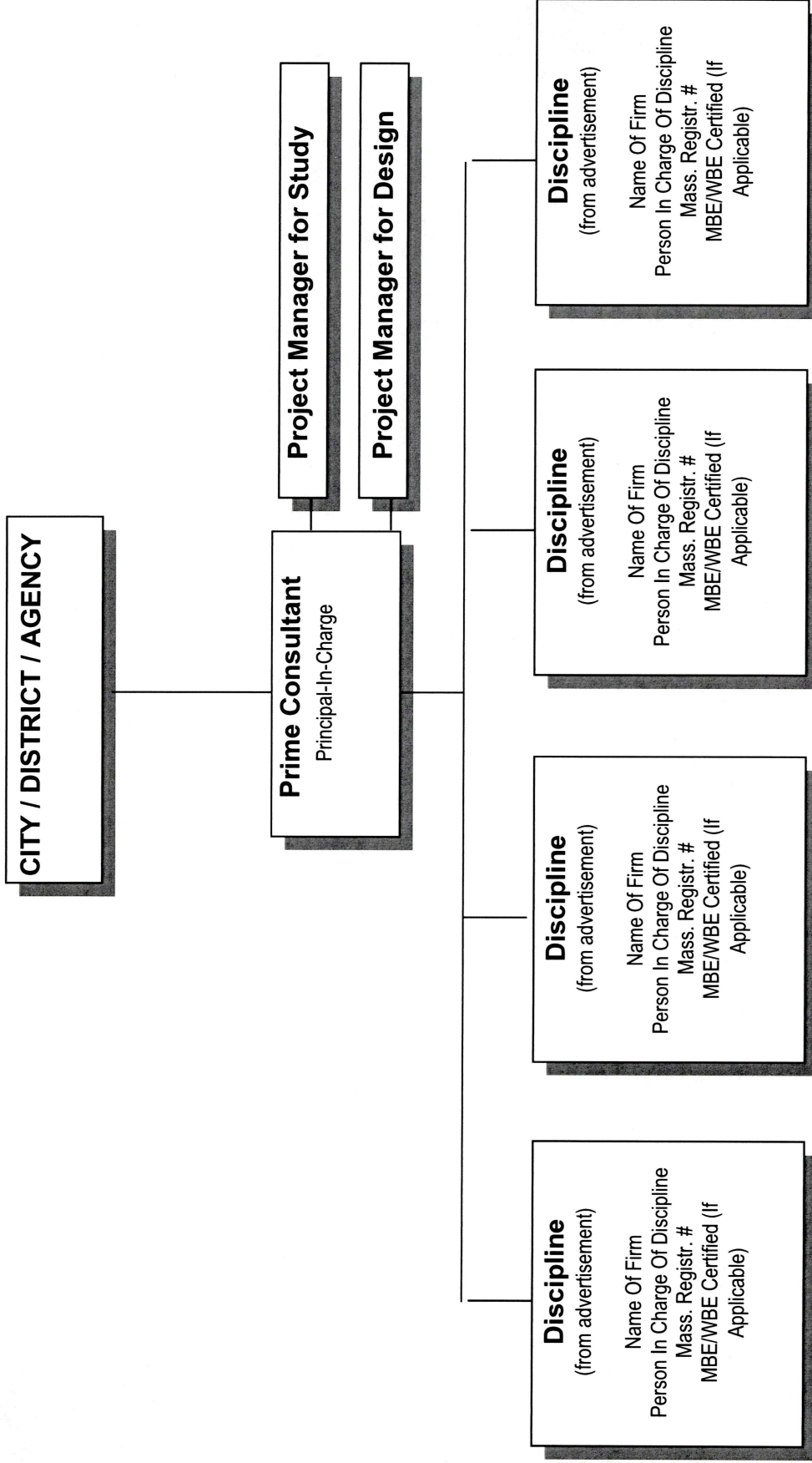
A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	<p>1. Project Name/Location For Which Firm Is Filing:</p> <p style="text-align: right;">2. Project #</p> <p>This space for use by Awarding Authority only.</p>																																																																								
<p>3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:</p>	<p>3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)</p>																																																																								
<p>3b. Date Present and Predecessor Firms Were Established:</p>	<p>3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:</p>																																																																								
<p>3c. Federal ID #:</p>	<p>3g. Name and Address Of Parent Company, If Any:</p>																																																																								
<p>3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):</p> <p>Email Address:</p> <p>Telephone No:</p> <p>Fax No.:</p>	<p>3. Check Below If Your Firm Is Either:</p> <p>(1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/></p> <p>(2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/></p> <p>(3) SDO Certified Minority Woman Business Enterprise (MWBE) <input type="checkbox"/></p> <p>(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/></p> <p>(5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/></p>																																																																								
<p>4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):</p> <table style="width:100%; border: none;"> <tr> <td style="width: 15%;">Admin. Personnel</td> <td style="width: 10%;">()</td> <td style="width: 10%;">Ecologists</td> <td style="width: 10%;">()</td> <td style="width: 10%;">Licensed Site Profs.</td> <td style="width: 10%;">()</td> <td style="width: 10%;">Other</td> <td style="width: 10%;">()</td> </tr> <tr> <td>Architects</td> <td>()</td> <td>Electrical Engrs.</td> <td>()</td> <td>Mechanical Engrs.</td> <td>()</td> <td>Acoustical</td> <td>()</td> </tr> <tr> <td>Engrs.</td> <td>()</td> <td>Environmental ()</td> <td>Planners: Urban./Reg.</td> <td>()</td> <td>()</td> <td>Civil Engrs.</td> <td>()</td> </tr> <tr> <td></td> <td>()</td> <td>Fire Protection ()</td> <td>Specification Writers</td> <td>()</td> <td>()</td> <td>Code Specialists</td> <td>()</td> </tr> <tr> <td>Geotech. Engrs.</td> <td>()</td> <td>Structural Engrs.</td> <td>()</td> <td>()</td> <td>()</td> <td>Construction Inspectors</td> <td>()</td> </tr> <tr> <td>()</td> <td>()</td> <td>Surveyors</td> <td>()</td> <td>()</td> <td>()</td> <td>Cost Estimators</td> <td>()</td> </tr> <tr> <td></td> <td>()</td> <td></td> <td>()</td> <td>()</td> <td>()</td> <td>Drafters ()</td> <td>Landscapers ()</td> </tr> <tr> <td></td> <td>()</td> <td></td> <td>()</td> <td>()</td> <td>()</td> <td>Interior Designers</td> <td>()</td> </tr> <tr> <td></td> <td>()</td> <td></td> <td>()</td> <td>()</td> <td>()</td> <td></td> <td>Total ()</td> </tr> </table>		Admin. Personnel	()	Ecologists	()	Licensed Site Profs.	()	Other	()	Architects	()	Electrical Engrs.	()	Mechanical Engrs.	()	Acoustical	()	Engrs.	()	Environmental ()	Planners: Urban./Reg.	()	()	Civil Engrs.	()		()	Fire Protection ()	Specification Writers	()	()	Code Specialists	()	Geotech. Engrs.	()	Structural Engrs.	()	()	()	Construction Inspectors	()	()	()	Surveyors	()	()	()	Cost Estimators	()		()		()	()	()	Drafters ()	Landscapers ()		()		()	()	()	Interior Designers	()		()		()	()	()		Total ()
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<p>5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>																																																																									

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

<p>a. Name and Title Within Firm:</p>	
<p>b. Project Assignment:</p>	
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</p>	<p>MBE <input type="checkbox"/></p> <p>WBE <input type="checkbox"/></p> <p>SDVOBE <input type="checkbox"/></p> <p>VBE <input type="checkbox"/></p>
<p>d. Years' Experience: With This Firm: _____ With Other Firms: _____</p>	
<p>e. Education: Degree(s) /Year/Specialization</p>	
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</p>	
<p>g. Current Work Assignments and Availability For This Project:</p>	
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>	

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:		Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		1.				
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
		11.				
		12.				

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

<p>11. Professional Liability Insurance:</p> <p>Name of Company</p> <p>Aggregate Amount</p> <p>Policy Number</p> <p>Expiration Date</p>																																
<p>12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).</p>																																
<p>13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>MA Reg #</th> <th>Status/Discipline</th> <th>Name</th> <th>Title</th> <th>MA Reg #</th> <th>Status/Discipline</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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<p>14. If Corporation, Provide Names Of All Members Of The Board Of Directors:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>MA Reg #</th> <th>Status/Discipline</th> <th>Name</th> <th>Title</th> <th>MA Reg #</th> <th>Status/Discipline</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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<p>15. Names Of All Owners (Stocks Or Other Ownership):</p> <table border="1"> <thead> <tr> <th>Name And Title</th> <th>% Ownership</th> <th>MA. Reg.#</th> <th>Status/Discipline</th> <th>Name And Title</th> <th>% Ownership</th> <th>MA. Reg.#</th> <th>Status/Discipline</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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<p>16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.</p> <p>Submitted by _____ Printed Name and Title _____ Date _____ (Signature)</p>																																