

**REQUEST FOR QUALIFICATIONS
WATERTOWN PUBLIC SCHOOLS
30 Common Street
Watertown, MA 02472**

The Watertown Public Schools has completed two recent and informative studies utilizing two independent architectural firms in an effort to better understand the current physical condition of the Watertown Public School facilities and their ability to provide a 21st Century learning environment for the students, teachers, and staff of the Watertown Public Schools. The work of these studies is captured in a December 2016 document entitled “Watertown Master Plan Study” by Symmes Maini & McKee Associates of Cambridge, Massachusetts, and a March 2014 document entitled “School Facilities Assessment” by Oudens Ello Architecture, LLC of Boston, Massachusetts. Each of these documents provides numerous general options for how the Watertown Public Schools might proceed in resolving both the aging physical condition of facilities and provide the necessary learning environments to facilitate 21st Century learning. They include detailed information on existing conditions, enrollments, educational visioning, costs, programs, etc.

The Watertown Public Schools now seeks an architectural design firm with extensive experience in the strategizing, planning, design, and execution of large-scale public school projects in the Commonwealth of Massachusetts for the purpose of providing consulting services and collaborating with the School Committee and the School Department on the following tasks:

1. Evaluate, interpret, and supplement (where required) the work of the previous studies.
2. Formulate a detailed strategy in moving forward with specific conceptual projects, schedule, and next steps; including prioritization. This includes identifying and discussing potential alternative options not included in the reports mentioned above.
3. Assist in organizing and formulating the necessary data to support ongoing discussions between the Watertown School Department and the Massachusetts School Building Authority.
4. Provide conceptual analysis of potential project phasing that may be required as a result of limited site areas.
5. Communicate with the School Committee and various Town departments and community groups.
6. Act as a partner and resource to the District in answering any questions which may be posed by program task force, community groups, Town departments, boards, or committees.

The Watertown Public Schools has no predisposition to those firms who have previously participated in studies completed for the district, and in fact highly encourages all qualified firms to submit for consideration as part of this next critical step for the Watertown Public Schools. The diversity of experts involved in the process thus far has been beneficial, and the district looks forward to collaborating with an experienced partner to achieve the identified tasks. The intent of the currently proposed scope of work is not to duplicate any previous quality work but to move forward utilizing previous study work as a foundation for making future decisions.

Submissions for Design and Consulting Services will be received up to 2:00 p.m. on February 24, 2017, in the School Business Department, Watertown Public Schools, 30 Common Street, Watertown, MA 02472.

The entire fee for all phases is not to exceed \$40,000. Documents can be obtained at the School Business Department, Watertown Public Schools, 30 Common Street, Watertown, MA 02472, by contacting Christie Fisher at (617) 926-7700.

Watertown Public Schools will hold open an option, at its sole discretion, to retain the selected Design Consultant for any subsequent work or to seek other submissions.

Submissions should include the following:

- A cover letter specifically summarizing how the applicant meets the qualifications identified herein.
- A summary of the key members of the firm that would be assigned to this project and their specific availability.
- The Commonwealth of Massachusetts Standard Application Form for Municipalities and Public Agencies not within Designer Selection Board Jurisdiction (attached).
- Any supplemental summaries of completed projects which demonstrate the ability to meet the selection criteria identified herein.
- Documents contained in Section E - Contract Submission Page.

The Submission must be filled out and signed as directed therein, sealed in an opaque envelope addressed to the Watertown Public Schools, Business Department, 30 Common Street, Watertown, MA 02472, endorsed with the name and address of the offeror and marked "Designer Consulting Services."

Every Submission shall be on forms furnished by the Watertown Public Schools. Submissions submitted on other forms may be rejected. The contract award shall be made within thirty (30) working days after the opening of Submissions. The Watertown Public Schools shall have the right to reject any and all Submissions or parts thereof, or items therein, and to waive any defects or irregularities as to form, therein in accordance with MGL.

The Watertown Public Schools Public Schools notifies all participants that minority business enterprises will be afforded full opportunity to submit Submissions in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin or handicapped status in consideration for an award.

SECTION B - INSTRUCTION TO PROPOSERS

1 GENERAL

1.1 The Submission Documents, which form the contract, consist of the following (including all modifications thereof, incorporated in any of the documents before the execution of the contract):

- A. Request for Qualifications
- B. Instructions to Proposers
- C. General Conditions
- D. Specifications
- E. Contract Submission Page

2 PREPARATION AND SUBMISSION OF SUBMISSIONS

2.1 A Respondent who desires to submit a Response to this RFQ for the tasks contemplated in the Advertisement (Section A) shall thoroughly review and be familiar with all of the above-identified Submission documents and the prior studies before submitting a proposal.

2.2 Each Submission shall conform to the following:

2.2.1 It shall be on the forms furnished by the Watertown Public Schools which are included in the Submission Package.

2.2.2 It shall be completely filled in by printing in ink.

2.2.3 The Submission shall be placed and delivered in an opaque sealed envelope and shall be addressed as follows:

2.2.3.1 Watertown Public Schools
30 Common Street
Watertown, MA 02472

“Designer Consulting Services”

2.3 A Submission shall not be considered which is not in the possession of an authorized representative of the School Business Department by the time indicated in the advertisement.

2.4 A Submission must be signed, as follows:

2.4.1 If Respondent is an individual, personally;

2.4.2 If Respondent is a partnership, by the name of the partnership, followed by the signature of each partner;

- 2.4.3 If operating under the Fictitious Names Act, by the name of fictitious identity, followed by signature of each owner;
- 2.4.4 If a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporate Seal affixed.
- 2.4.5 A Submission may be withdrawn at any time up to one (1) hour prior to the deadline for responses provided the request for withdrawal is presented in writing and signed by the Respondent in the manner and form required for such submissions.
- 2.4.6 Failure to properly execute the contract shall be grounds for rejection of the Submission.
- 2.4.7 The Respondent shall faithfully fulfill the terms, conditions, and specifications at the prices quoted in the Contractor's sealed Submission to the Watertown Public Schools. By signing the contract, the Proposer acknowledges all terms and conditions set forth in all sections of the Submission package.

3 OPENING AND CONSIDERATION OF SUBMISSIONS

- 3.1 Consideration and acceptance of Submissions shall be based on the ability of the Respondent to meet the specifications for the item(s) legally advertised and set forth in the terms, conditions, and specifications of this package and subsequent contract documents.
- 3.2 All exceptions, changes, modifications, alternates, interlineations, etc., must be clearly noted, explained and identified by the initials of the signing parties. If Respondent's stationery is used, it shall be signed and executed as specified herein and shall be considered as part of the Submission and Contract. Substantive or material exceptions may be cause for rejecting the Submission.
- 3.3 The Watertown Public Schools shall investigate and evaluate each Submission prior to any determination and award. The Evaluation Committee reserves the right to interview Respondents as part of the selection process.
- 3.4 The Watertown Public Schools shall have the right to reject any and all Submissions or parts thereof, or items therein, and to waive any defect or irregularities as to form, therein.
- 3.5 No Submission shall be withdrawn within thirty (30) days after the opening thereof. The Watertown Public Schools shall have the time as indicated in which to investigate, evaluate and grant or reject the Submissions. No Submission shall be withdrawn, changed, or altered within the said time.

4 SELECTION CRITERIA

The Selection Committee reserves the right to waive or interpret the level at which a respondent satisfies each criterion listed. Preference will be given to respondents who have demonstrated the following:

- 4.1 Firm must have extensive experience with large-scale projects, including MSBA –funded projects, and must have guided these projects through all phases; feasibility through final closeout.
- 4.2 Firm must have extensive experience executing and planning multiple projects in a single town or city.
- 4.3 Firm must have experience in similar Towns or Cities with very small school sites and no available land for expansion or new construction.
- 4.4 Firm must be able to dedicate “Principal level” experience to the proposed scope of services, as two (2) excellent studies have already been completed and the proposed scope requires direct involvement and assistance from professionals well-versed in school planning and the MSBA preliminary, feasibility, and schematic project phases.
- 4.5 Firm must have immediate availability in order to continue the strong momentum developed by the Watertown Public Schools and other Town Departments and Boards.

5 AWARD OF CONTRACT

- 5.1 Within the time specified in the instructions for the award of the contract, the Watertown Public Schools shall either reject all Submissions or award the contract to that responsible entity who best meets the specified need, price and other factors considered. The Watertown Public Schools reserves the right to reject any or all Submissions and to waive such informalities as may be permitted by law. The contract will be awarded to the most qualified, responsible, and eligible entity possessing the skill, ability and integrity necessary to the faithful performance of the work.
- 5.2 The formal notification date shall be the date in which the formal contract is authorized. This date shall be the date typewritten on an award letter and/or a purchase order, which shall be signed by an authorized Watertown Public Schools official. In cases where both are issued, the date typewritten on the award letter shall supersede all other dates.
- 5.3 In those situations wherein multiple Submissions are substantially identical:
 - 5.3.1 A certified minority- or woman-owned business may be given first preference.
 - 5.3.2 A Watertown business entity may be given second preference.

SECTION C - GENERAL CONDITIONS

1 PRODUCT SPECIFICATION AND ALTERNATES

1.1 Not applicable to this Submission.

2 PATENT INFRINGEMENT

2.1 Not applicable to this Submission.

3 PLACEMENT OF QUESTIONS

3.1 All questions shall be placed in writing only and shall be submitted no later than 72 hours prior to the deadline for submissions. Verbal responses are not binding, and the Respondent takes his/her own risk if he/she performs under such responses. All notices, requests, instructions, approvals, modifications, and addenda will be made in writing.

4 SIGNING THE CONTRACTOR PRIOR TO SUBMISSION

4.1 The Contract Submission Page (Section E) shall be signed and properly executed before submitting the sealed Submission. Failure to properly execute the contract may be grounds for rejection.

4.2 The Respondent shall faithfully fulfill the terms, conditions, and specifications. By signing the Contract Submission Page, the Respondent acknowledges all terms and conditions set forth in all sections of the Submission package. Unless the Respondent properly notes exceptions, alternates, additions, deletions, or modifications, the contract shall be binding as set forth.

5 CLARIFICATION OF TERMS

5.1 The term: Day or working day shall be interpreted to mean Monday, Tuesday, Wednesday, Thursday, Friday, exclusive of legal holidays and weekends.

5.2 The terms: Designer, Consultant, Contractor, Supplier, Vendor, Seller, Respondent, Entity, or Proposer shall be interpreted to mean the individual, company or corporation making a sealed Submission to the Watertown Public Schools for the item(s) or project(s) as advertised in Section A and specified in the Submission package. Whenever the word "Contractor" is used in this agreement, it shall be understood to include heirs, executors, administrators, successors, and assigns. The Contractor shall do all the work and furnish all the material except as herein otherwise specified, necessary or proper for performing and completing the work hereinafter specified.

5.3 The term: Owner, the Committee, or Awarding Authority shall be interpreted to mean the Watertown Public Schools, located in Middlesex County, Massachusetts, at 30 Common Street, in Watertown, acting through its School Business Manager, either

directly or through his properly authorized assistants or agents acting severally within the scope of the particular duties entrusted to them.

6 ALL CONTRACTS ARE SUBJECT TO APPROPRIATION

6.1 The execution of a contract is subject to adequate financial appropriations for the item(s) or project(s) advertised. The lack of adequate financial appropriation by the Watertown Public Schools for the Submission item(s) or project(s) constitutes grounds to reject all Submissions or those Submissions that exceed the financial limitations imposed by the Committee, City Council, or other funding.

7 ACCEPTANCE

7.1 All the work under this contract shall be done to the satisfaction of the Superintendent, who shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to fulfillment of this contract on the part of the Designer and that determination and decision thereon shall be final and conclusive; and in such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Designer to receive any money hereunder. The information of the Submission submitted by the Designer, the specifications, and any addenda and interpretations heretofore issued are parts of this contract.

8 SALES TAX EXEMPTION

8.1 The Watertown Public Schools is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore exempt. This should be considered when forming contract prices.

9 ADDITIONAL INFORMATION IN DETERMINING THE MOST QUALIFIED, RESPONSIVE, AND RESPONSIBLE SUBMISSION

9.1 After the sealed Submission opening, but before an award is made, the Watertown Public Schools may require additional information, either technical or general, from any of the qualified Respondents in order to determine an award. This information shall be supplemental in nature and may not add to, detract from or conflict with the contents of the original sealed Submission. In those situations wherein multiple Submissions are substantially equivalent, a certified minority- or woman-owned business may be given preference.

10 PREVAILING WAGE RATES (Not Required for this Contract.)

11 MAXIMUM DELIVERY DATE OR COMMENCEMENT DATES

11.1 It is mutually understood that the formal notification date shall be the date in which the formal contract is authorized. This date shall be the date typewritten on an award letter and/or a purchase order, which shall be signed by an authorized Watertown Public

Schools official. In cases where both are issued, the date typewritten on the award letter shall supersede all other dates.

12 REVENUE ENFORCEMENT AND PROTECTION PLAN

- 12.1 Pursuant to M.G.L. Chapter 62C, Section 49A, the Contractor shall provide its Social Security number or Federal Identification number. An area for this number is provided in the Contract Document or as instructed herein. These statements are attested when the Submission is properly signed and executed.
- 12.2 By signing this Submission, the Contractor shall certify that under penalties of perjury, the signing party has filed all State tax returns and has paid all State taxes required under law.
- 12.3 Foreign contractors as defined in Massachusetts General Laws must be registered with the State Secretary in accordance with Chapter 30, Section 39L and Chapter 181, Sections 3 and 5.

13 ASSIGNMENT AND/OR ORGANIZATION CHANGES

- 13.1 The Contractor shall not assign the Contract nor sublet it in whole or in part (unless specifically authorized in this Contract Document), or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the written permission of the Watertown Public Schools. The Contractor shall not assign any monies due, or to become due to him under this Contract, without the previous written consent of the Watertown Public Schools.
- 13.2 The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors shall, at the election of the Watertown Public Schools:
 - 13.2.1 Terminate this Contract with all pertinent Contractual conditions contained herein effected in favor of the Watertown Public Schools.
 - 13.2.2 Fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.
 - 13.2.3 Failure of any Subcontractor to perform shall not relieve the Contractor of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

14 REVENUE SHARING HANDICAPPED REGULATIONS

- 14.1 This notice is published pursuant to the requirements of Section 51.55 (most recent revision) of the Revenue Sharing Regulations, as published in the Federal Register. Section 51.15 prohibits discrimination against qualified individuals because of their handicapped status.

- 14.2 THE WATERTOWN PUBLIC SCHOOLS, advises the public, employees, and job applicants that it does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.
- 14.3 THE WATERTOWN PUBLIC SCHOOLS has designated Mary DeLai, Interim Director of Business Services, Phone: (617) 926-7710, as the contact person for inquiries, complaints or reports regarding handicapped status.
- 16 MINORITY BUSINESS ENTERPRISES
- 16.1 Minority business enterprises have full opportunity to submit proposals in response to this Advertisement and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award. All requirements of the Watertown Equal Opportunity Policy are in effect for this contract. Copies are available at the Office of the School Business Manager.
- 17 PAYMENTS TO CONTRACTORS
- 17.1 Payments of sums due Contractors will be processed based on satisfactory delivery and acceptance of deliverables as determined by the Committee.
- 18 DISPUTES
- 18.1 Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the Watertown Public Schools. No person or business entity having a contract with the Watertown Public Schools shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the Watertown Public Schools or its authorized representative shall be fully performed or complied with pending resolution of the dispute.
- 18.2 Within thirty (30) days of submission of the dispute to the Watertown School Business Manager, a written decision shall be issued stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If a decision is not issued within thirty (30) days, the parties to the dispute shall be informed in writing of the reasons why a decision cannot be issued within thirty (30) days and of the date by which the decision shall be issued.
- 18.3 Failure to issue a decision within the thirty (30)-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the School Business Manager shall be final and conclusive unless an action is taken as provided below.

- 18.4 In the event an aggrieved party exercises his/her option to file an action directly in court, the periods described shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court.
- 19 **COMPENSATION:** The price for any item in the Submission shall, unless otherwise noted or specified, include full compensation for all materials, equipment, tools, labor and incidental work necessary to complete the work to the satisfaction of the Watertown Public Schools. The price shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights which are in any way involved in the work.
- 20 **CAPACITY:** The contract will only be awarded to responsible established Contractors capable of performing the class of work contemplated. Any Respondent may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated.
- 21 **LAWS AND REGULATIONS:** The Contractor shall keep himself/herself fully informed of all state and federal laws, and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same. Any discrepancy or inconsistency discovered in the specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, shall be reported to the Watertown Public Schools in writing. The Contractor shall protect and indemnify the Watertown Public Schools, Town, and their officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her employees.
- 22 **STATE AND FEDERAL:** All the specified materials and work are to comply with local, state, and federal laws and regulations.
- 23 **TERMINATION AND DEFAULT**
- 23.1 **Without Cause.** The Watertown Public Schools may terminate this Contract on seven (7) calendar days' notice when in the best interests of the Watertown Public Schools by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 23.2 **For Cause.** If the Contractor is determined by the Watertown Public Schools to be in default of any term or condition of this Contract, the Watertown Public Schools may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

23.3 Default. The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the Watertown Public Schools; 2) any failure to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Watertown Public Schools, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Watertown Public Schools as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Watertown Public Schools bylaw and/or regulations.

24 THE CONTRACTOR'S BREACH AND THE WATERTOWN PUBLIC SCHOOLS REMEDIES:

24.1 Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Watertown Public Schools shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Watertown Public Schools may keep the whole or any part of the amount for expenses, losses and damages incurred by the Watertown Public Schools as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

25 PROFESSIONAL LIABILITY INSURANCE

The successful Contractor shall be required to provide professional liability insurance covering negligent errors, omissions and acts of the designer or interior designer or of any person or business entity for whose performance the designer or interior designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall be at a minimum of \$1,000,000 or such larger amounts as the public agency may require for the applicable period of limitations. A designer or interior designer required by the public agency to obtain all or a portion of such insurance coverage at the designer's or interior designer's own expense shall furnish a certificate of insurance coverage to the public agency prior to the award of the contract.

SECTION D - SPECIFICATIONS
REQUEST FOR QUALIFICATIONS
FOR WATERTOWN PUBLIC SCHOOLS LONG-RANGE STUDY COMMITTEE

1. EVALUATION COMMITTEE

Submissions will be evaluated by an Evaluation Committee (“the Committee”) appointed by the Superintendent, consisting of:

- School Committee members
- Superintendent of Schools
- School Business Manager
- City Planner
- The Superintendent reserves the right to add to or modify this list of members

The Committee reserves the right to schedule interviews with respondents as part of the selection process.

2. PROJECT BACKGROUND/DESCRIPTION

The following facilities are included in the prior studies and will be part of the current scope of work:

Current Building Configuration

Buildings	Grades (Students)	Age of Bld.	Total sq.ft.	Floors	Modular Rooms
Cunniff Elementary School	Pre-K through Grade 5 (315)	63	51,975	3	
Hosmer Elementary School	Pre-K through Grade 5 (610) Pre-School(125)	50	102,682	2	
Lowell Elementary School	Pre-K through Grade 5 (415)	90	84,600	3	
Watertown Middle School	Grades 6-8 (575)	95	133,410	2 and 3	
Watertown High School	Grades 9-12 (750)	88	165,000	3	
Phillips District Administration*	Administration Offices	80	35,000	3	

* The District Administration Building (Phillips School) was not part of the previous study but will be part of the considerations moving forward.

3. SCOPE OF DESIGNER SERVICES

ANTICIPATED TASKS TO BE COMPLETED

Task 1

Review all planning studies completed to date.

Task 2

Meet with Watertown School Department to review project history, tasks, and milestones; review completed studies, options, and analysis.

Task 3

Tour school buildings and sites.

Task 4

Review existing Phillips School (District Administration Building) in sufficient detail to provide recommendations on how/if it should become part of the District's Master Plan and/or proposed options.

Task 5

Meet with the Superintendent, members of the School Committee and other designated groups to review their thoughts, input, and questions; develop schedule and next steps for presentation to School Committee.

Task 6

Collaborate with the Superintendent, School Committee, and other designated groups to refine or replace the Master Plan Summary mentioned in the opening paragraph, such that it can be adopted as a roadmap for moving forward.

Task 7

Prepare conceptual options, supported by graphics and text that present a sequence of phasing, for resolving needs at each facility. This shall include alternative potential options that were not part of the master plan cited above. Note that detailed floor plans would be reserved for a formal (future) feasibility and schematic phase with the MSBA and the conceptual options referred to herein are more about scope, costs, priorities, and schedule.

Task 8

Advise and prepare a "task plan road map", supported by graphics and text, outlining actions and decision points, for the district to act upon each option.

Task 9

Develop phasing schedule for how the proposed projects could be reasonably completed while minimizing disruption to school operations.

Task 10

Develop conceptual budgets for the recommended approach and each phase, including inflation, agreed upon cost basis, and assumptions regarding possible MSBA grant funding.

Task 11

Assist and support the District with the preparation of any Statement of Interest (SOI) for any specifically proposed project or any other requirement of the MSBA.

Task 12

Develop a concise Planning Summary Report which identifies:

- Proposed projects
- Schedule
- Phasing
- Costs

Task 13

Meet with the Superintendent, Committee, or other identified groups as required.

Task 14 - Draft Report

Based on the information gathered in the tasks above and documentation received from the School Department, prepare a draft report for review and approval. Present findings at a public meeting as directed by the Committee. Provide ten (10) copies (nine [9] bound and one [1] loose) plus an electronic copy of the draft report.

Task 15 - Final Report

Based on the approval of the Committee or other designated group, prepare and submit the final report including any comments received. Provide ten (10) copies (nine [9] bound and one [1] loose) plus an electronic copy of the final report.

Task 16 - Community Presentations

Assist in presentations to local boards and community groups. The number of these presentations will be mutually determined at time of award. This includes formal committees/ boards such as the School Committee, City Council, or project task force.

4. PROJECT SCHEDULE

Project is designed to begin at the award of the contract. Project to be completed within six (6) months of award. Actual timeline will be negotiated with the Superintendent, upon award of contract.

SECTION E - CONTRACT SUBMISSION PAGE

COMPANY NAME: _____

1 CERTIFICATIONS

- 1.1 Watertown is an Affirmative Action Equal Opportunity Employer. Bidders shall make themselves aware of the existing Affirmative Action laws, policies, and practices before submitting this proposal. Failure to make this confirmation shall not relieve the Proposer of its responsibility.
- 1.2 The undersigned agrees, if awarded the contract, to commence work in accordance with the tentative schedule outlined in Section D.
- 1.3 Acceptance by the Watertown Public Schools shall constitute a Contract between the Watertown Public Schools and the Proposer.
- 1.4 We/I have carefully examined the contract documents and all five (5) sections (A, B, C, D, and E) including any addenda and changes and agree to furnish the item(s), service(s), material(s), supplies, as specified and described in all sections of the Contract Documents.
- 1.5 We/I accept responsibility for confirming with the School Business Department, prior to submission of a sealed Submission, that all addenda relating to this Submission have been received. Failure to make this confirmation shall not relieve us/me of the responsibility to fulfill the contract.
- 1.6 We/I, the undersigned, certify under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in the section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- 1.7 By signing this Submission, the Contractor shall certify that under penalties of perjury, the signing party has filed all State tax returns and has paid all State taxes required under law and has complied with reporting of employees and contractors, and withholding and remittance of child support.
- 1.8 The designer, interior designer or construction manager 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 the contract for design services.
- 1.9 No person, corporation or other entity, other than a bona fide full-time employee of the designer, interior designer or construction manager, has been retained or hired by the designer, interior designer or construction manager to solicit for or in any way assist the designer, interior designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to

the designer or interior designer.

1.10 The named organizational entity submitting this Submission is (check appropriate line[s]):

Corporation__ Partnership__ Proprietorship__
Minority Owned__ Woman Owned__

2 SIGNATURES

This page must be signed by a(n) individual(s) with authority to commit the proposing entity to a binding agreement. See Section B, Paragraph 3.3. Corporations attach required certification:

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME OF AUTHORIZED OFFICIAL: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____ FEDERAL TAX ID#: _____

CERTIFICATE OF VOTE

I, _____, Clerk of _____, hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on _____, 2017, at which a quorum was present and voting:

“VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporation seal, execute, acknowledge and deliver all contracts, bonds, and other obligations of this Corporation: the execution of any such contract, bond or obligation by such _____ to be valid and binding upon this Corporation for all
(NAME OF OFFICER)

purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Watertown Public Schools; and that this vote shall remain in full force and effect unless and until the same has been altered, amended, or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Watertown Public Schools.”

I further certify that _____ is the duly elected _____
(NAME OF OFFICER) (TITLE)
of said Corporation.

Signed: _____
(CLERK-SECRETARY)

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL HERE

COUNTERSIGNATURE:

(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:	2. Project # This space for use by Awarding Authority only.
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3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)
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3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
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3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:
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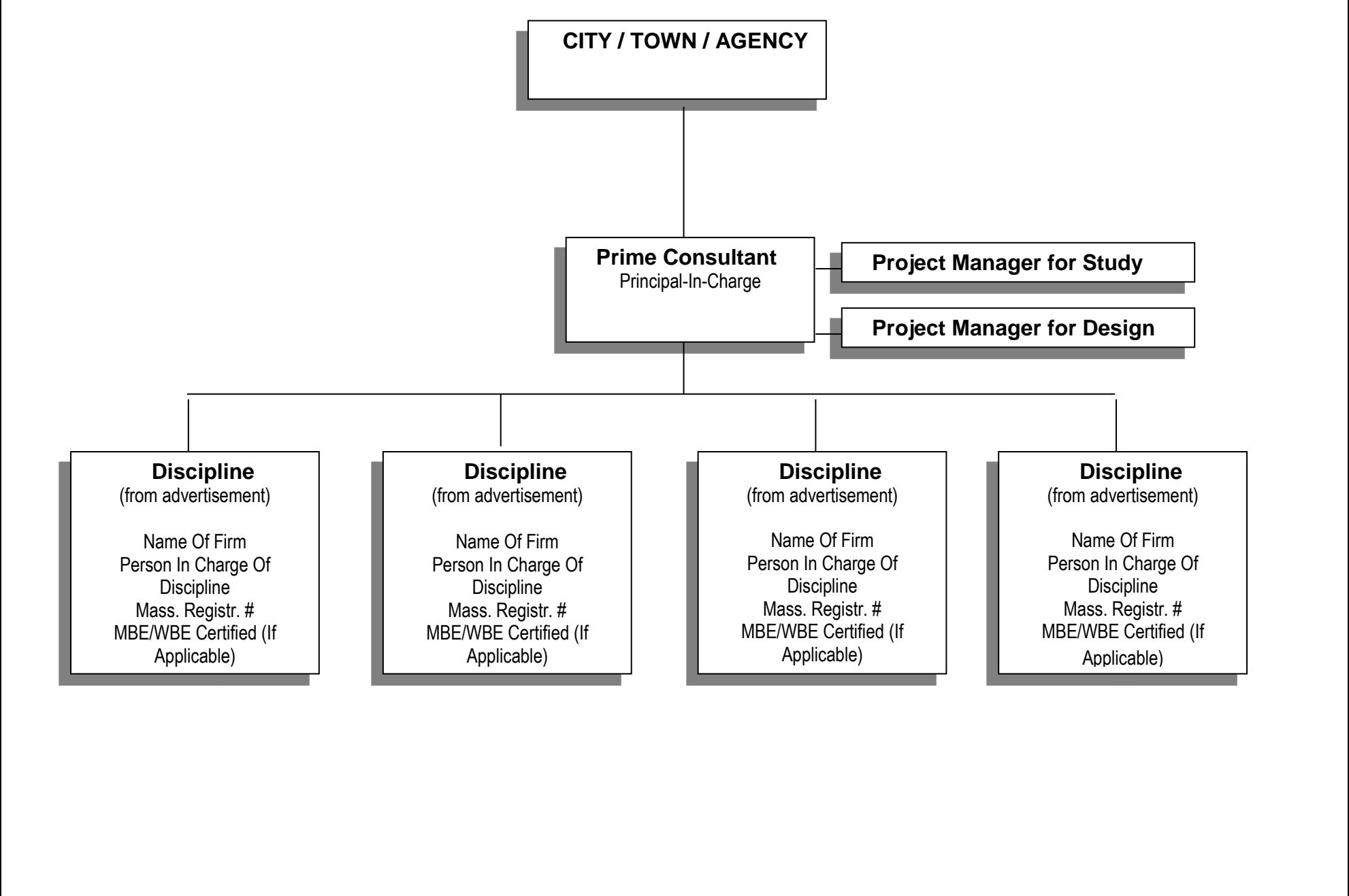
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:	3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>
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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):

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	()	Industrial	()	Surveyors	()		()
Cost Estimators	()	Interior Designers	()		()		()
Drafters	()	Landscape	()		()		()
						Total	()

5. Has this Joint-Venture previously worked together?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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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. <u>Include Resumes of Project Managers</u> . 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.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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):
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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

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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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).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

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.

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

