Town of Dedham, Massachusetts

Building, Planning, and Construction Committee

As agent of

Board of Selectmen



Request for Qualifications

Date of Issue: November 6, 2014

Title: <u>Design Services</u> <u>For a Combined Town Hall and Senior Center</u>

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REQUEST FOR QUALIFICATIONS, DESIGNER FOR A COMBINED TOWN HALL AND SENIOR CENTER

1. Introduction

The Town of Dedham ("Town"), acting by and through its Board of Selectmen ("Owner"), is seeking the services of a qualified Design Firm ("Designer") as defined in Massachusetts General Laws Chapter 7 and as further defined by the provisions of this Request for Qualifications (RFQ), to provide Designer services for the design, bidding, and construction/renovation phases of the Ames Schoolhouse in Dedham for use as a combined Town Hall and Senior Center ("Project"). With this RFQ, the Owner is seeking Designer services for the pre-design, design, construction, and close-out phases of the Project only, for a negotiated fee for such services (not to exceed \$600,000.00).

The Owner is the Awarding Authority and Approving Body for the Project. The Approving Body designated the Building, Planning, and Construction Committee ("Committee") to act as its agent in conducting the Designer selection process. BPCC is a duly appointed board by the Board of Selectmen, responsible per the Town Charter for the supervision of all work relating to construction and renovation of Town buildings, including site planning, preliminary architects' drawings, final plans, and construction. Per Town Bylaws, James A. Kern and Council on Aging Director Laura Leventhal shall be non-voting, ex-officio members of the Committee as department heads of the Project. The Owner has entered into a contract with Atlantic Construction & Management, Inc. to provide the Owner's project Manager ("OPM") services.

<u>Preliminary Project Schedule</u>

The following is a preliminary schedule for the Project with targeted milestone dates for tasks to be completed:

- Designer Selection: November/December 2014
- Schematic Design: January/February 2015
- Design Development: March/April 2015
- Construction Documents Complete: July/August 2015
- Construction Bidding: October/November 2015
- Construction Completion: December 2016

2. Project Background, Objectives, and Scope

Background

The Town of Dedham's Annual Town Meeting of May 19, 2014 authorized the borrowing of \$28.25 million for the acquisition and renovation of the Ames Schoolhouse property located at 450 Washington Street to create a combined Town Hall and Senior Center, and to subsequently renovate the existing Town Hall building for use as a Police Station.

The Ames Schoolhouse is listed on the National Register of Historic Places. The building was built in 1898 as an elementary school, and sold by the Town in 1982. The building sits on approximately 2.04 acres and has approximately 50,000 square feet of gross floor area.

The subject property is located in a dense urban area in the Central Business District of the Town of Dedham. The property is situated on the southeast side of Washington Street, approximately 160 feet southwest of the junction of Washington Street with Bryant Street and 124 feet northeast of its intersection with Spruce Street. Washington Street travels in a generally northeast-southwest direction in the vicinity of the property. The site currently contains one building and associated parking lots with site access on Washington Street.

The building on the property is of wood-frame construction, is sided with shingling, and has an asphalt-shingled roof. The windows on the building are single-pane.

The exterior walkways accessing the building are concrete, and are in a deteriorated condition.

<u>Objectives</u>

The primary objective of the Project is the renovation of the Ames Schoolhouse for use as a combined Town Hall and Senior Center. To assist in accomplishing this objective, the Designer will oversee, through all phases of the project, the functions of Design, approvals from regulatory agencies including Local and State Historical Commissions, Bidding, GC Selection, Contract Administration, and Close-out as described in the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) Designer

Guidelines, available at www.mass.gov/dcamm.

Scope

Specific designer services sought include Exterior Closure, Interior Construction, Interior Finishes, Conveying Systems, Plumbing, HVAC, Fire Protection, Electrical, and Selective Building Demolition. These services are described in Option 2 of the Program Documents, "Building Study Estimate" and "Project Management & Costs" prepared by Spagnolo Gisness & Associates (Attachment A). Estimated total Project costs are \$10.7 million. Additional considerations include the identification of historical concerns that may impact design options.

The Project is divided into the Phases listed below. The durations of the Project Phases shown below are estimates only. Actual durations may vary depending upon the Project design agreed upon by the Owner and additional Project factors. A summary of the Phases, deliverables, and estimated duration of the Project are below:

				<u>Approx.</u>
<u>Ph</u>	<u>ase</u>	<u>Tasks</u>	<u>Deliverable</u>	Duration
1.	Design	 Schematic Design: 10%-30% complete design Design Development: 50%-80% complete 	of the program, "Project	8 months
		design 3. Construction Documents: 100% complete design	Management & Cost" (Attachment B).	
2.	Bid	Bid process administration	Bids solicited and awarded on Construction Documents.	2 months
3.	Constr-	Contract administration	Selected contractor completes	12
	uction		Project construction.	months
4.	Close- out	Contract administration	Punch list and commissioning	2 months

A more detailed description is provided in Attachment B, Tasks, Duties, and Responsibilities.

3. Minimum Requirements and Evaluation Criteria

Minimum Requirements

Each Respondent must designate an individual who will serve as the Design Project Manager and a Designer with Historical Building experience. The

Respondent can also satisfy both requirements with one qualified person.

The Committee will consider these as a minimum threshold for experience of Designer for this project. Any experience with this type of project will be considered advantageous or highly advantageous.

Evaluation Criteria

In accordance with the adopted Designer Selection Procedures, the Committee's evaluation of Responses shall include consideration of the following general criteria:

- a. Prior similar experience in Town Hall and Senior Center design;
- b. Historical Building experience;
- c. Past performance on public and private projects;
- d. Financial stability; and
- e. Identity and qualifications of the consultants who will work with the applicants on the project.

Respondents must demonstrate that they have significant experience, knowledge, and abilities with respect to public construction projects, particularly involving the construction of municipal buildings in Massachusetts and the renovation of historic buildings. The Committee shall rank Responses based on the following specific criteria:

- 1. Prior similar experience and past performance on construction projects for municipal buildings in the Commonwealth of similar scale and complexity, as determined through reference checks on projects listed in the Designer Application Form (Attachment C). Factors to be evaluated may include but are not limited to the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per designer per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
- 2. Prior similar experience and past performance on renovation projects for historic buildings of similar scale and complexity including Town/City Hall and Senior Center, as determined through reference

checks on Projects listed in the Designer Application Form. Factors to be evaluated may include but are not limited to the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per designer per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;

- 3. Satisfactory working relationship with designers, contractors, owners, and local officials, as determined through reference checks on projects listed in the Designer Application Form;
- 4. Past performance and experience as a Designer in Massachusetts with MGL Chapter 7 and 7C Designer Selection and MGL Chapter 149 and/or 149A construction projects of similar size and complexity;
- 5. Identity and qualifications of personnel: Distinguishing employees of the firm and contractors, identify all members of the proposed Project team, by name and qualifications, who will fill the role of Design Manager, and those who will be responsible for the following categories of work: project management; contract administration; cost estimating; cost control; schedule control; value engineering; design review; quality control; and safety. For each category of work listed, address whether it is to be performed by employees of the firm or contractors; failure to address each category may result in the elimination of the Response from consideration. Describe the time commitment and experience, and provide references for each of these personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value, and complexity to the project being considered. Provide an organizational chart that shows the number interrelationship of key personnel to be provided by the Respondent for this project. Respondents who identify the Project Manager as their Contract Administrator will be considered advantageous or highly advantageous.
- 6. Management approach: The Respondent's described approach to providing the level and nature of services required for renovation of a

historic building of 50,000 square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.

- 7. Capacity of the firm: Capacity to meet the time commitments required by the project, current and projected workload of the team and lead Designer for projects estimated to cost in excess of \$1.5 million, and capacity of support services from the firm;
- 8. Knowledge and experience: Knowledge of the Massachusetts State Building Code including Stretch Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project; Knowledge and demonstrated experience with life cycle cost analysis, cost estimating, and value engineering with actual examples of recommendations and associated benefits to Owners; Knowledge of the purpose and practices of the services of Building Commissioning Consultants; Knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws;
- 9. Financial stability of the firm: Evidenced by a current balance sheet and income statements that adequately demonstrate the Respondent's financial stability and capacity to support the proposed contract.

Each criterion will be evaluated based on the Response submitted, and shall be assigned a score ranging from zero (0) to ten (10) points as follows:

- 0 = Not Advantageous
- 5 = Advantageous
- 10 = Highly Advantageous

In order to establish a short list of Respondents to be interviewed, the Committee will base its initial ranking of Respondents on the above Evaluation Criteria. The Committee will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks. This process is described in more detail in Selection Process and Schedule.

The Owner reserves the right to consider any other relevant criteria and undertake additional investigation of the Respondents as it may deem appropriate, within its sole discretion. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

4. Requirements for Content of Response

General Requirements

Respondents shall submit twelve (12) hard copies of the Response to this RFQ and one electronic version in PDF format on CD. Responses shall be in ink or typewritten, and presented with numbered pages in an organized and clear manner. The total length of the Response, including the Designer Application Form but excluding Required Certifications and Acknowledgment of Receipt forms, may not exceed thirty (30) single-sided pages with a minimum acceptable font size of 12 for all text. Responses should be provided in simple spiral binders or stapled.

Responses must include:

- 1. <u>Cover Letter</u>, a maximum of two pages in length, including the following:
 - a. Acknowledgement that the Respondent has read both the RFQ and the Contract, noting any exceptions to either. The Owner may consider but shall not be bound by any exceptions, at the Owner's sole discretion. Failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions;
 - b. A description of the Respondent's organization and its history;
 - c. A specific statement regarding compliance with the Minimum Requirements of this RFQ to include identification of registration, number of years of experience and where obtained (as supported by the resume section of the Designer Application Form);
 - d. The signature of an individual authorized to negotiate and execute the Contract, in the form that is attached to the RFQ, on behalf of the Respondent; and
 - e. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.

2. Required forms

a. Designer Application Form (Standard Designer Application Form

for Municipalities and Public Agencies not within DSB Jurisdiction): Applications are limited to the standard application plus a maximum of three supplementary pages, double sided, not including the other required documents. Supplementary information in excess of three pages may be the basis for rejection;

- b. A separate sealed Price Proposal using the Price Proposal form attached hereto as Attachment B-1 for the described services:
- c. Preliminary Project Work Plan: Identifying Project Management tasks and responsible sub-consultants and incorporating the specified schedule into a project calendar;
- d. SOWMBA-MBE or WBE certificates as applicable to project team members; and
- e. Proof of professional liability insurance, described in the Contract.
- 3. <u>Required Certifications</u> (Attachments D-1 through D-4): In order to be eligible for selection, each Respondent must provide the Required Certifications listed below in the Response. Any Response that fails to include the Required Certifications will be rejected without further consideration.
 - a. D-1: Certificate of Non-Collusion
 - b. D-2: Certifications
 - c. D-3: Certificate of Authority
 - d. D-4: Certificate of Compliance with Massachusetts Tax Laws; and
- 4. Acknowledgement of any addendum issued to the RFQ.

Respondents may supplement the Response with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. This additional information shall be limited to a maximum of three 8½"x 11" pages, double-sided.

<u>Project Work Plan</u>

As a requirement of this RFQ, each respondent must include a Project Work Plan. The estimated total duration of the Design Services is estimated to be about twenty-four (24) months. It is anticipated that a contract for services will be awarded on or before January 1, 2015. The completion of the Design

and Bidding Phase is anticipated to be no later than November 30, 2015, Substantial Completion by November 30, 2016, and final project completion by December 31, 2016.

The Project Work Plan submitted with the Respondent's proposal will be considered an estimate. After award of a contract the Owner, the OPM, and the selected Designer will review the work plan originally submitted and accept as submitted or modify to meet the project requirements. The Designer's adherence to the accepted Project Work Plan times will be part of the Owner's performance evaluation of the Designer's work, which will be conducted at the end of the Project.

5. Selection Process and Schedule

A selection sub-committee appointed by the Committee will review the Designer submissions and rank the top three to five firms. If the sub-committee desires, it will schedule and conduct interviews with each of the top ranked firms, and then again rank the selected firms. The sub-committee will then submit a list of finalists to the Committee, including the order of ranking and an explanation of the sub-committee's reasons for its rankings. The finalists will be given equal opportunity to submit additional information to, and/or participate in, an interview with the Committee. The Committee will select the Design firm from that list in accordance with the Owner's adopted Designer Selection Procedures (Attachment E), using Evaluation Forms (Attachment F) to rank each firm based on the Response and, if applicable, interview.

The Price Proposal will not be opened publicly. The Price Proposal contents will be kept confidential and will not be disclosed to competing proposers until the Awarding Authority completes its qualitative evaluation.

The Price Proposal will remain sealed until the Awarding Authority has completed its evaluation of the evaluative criteria and its completed Evaluation Forms.

The Awarding Authority will negotiate a fee with the top-ranked firm, <u>not to exceed six hundred thousand dollars (\$600,000.00</u>), for all services during the life of the Project. If the Awarding Authority is unable to negotiate a contract with the first ranked selection, the Committee will then commence

negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the owner.

The Owner reserves the right to re-advertise if less than three responses are received or if fee negotiations fail.

The following is a tentative schedule of the advertisement and selection process, subject to change at the Owner's discretion.

• Wednesday November 5, 2014: Advertise RFQ in the Central Register of the Commonwealth of Massachusetts and a newspaper of general circulation in the area in which the project is located or to be located. Copies of the RFQ may be obtained on or after November 6, 2014 from:

Suresh Bhatia, P.E., MCPPO Atlantic Construction & Management, Inc. 441 Sudbury Road Concord, MA 01742 978-369-6754 sbhatia@aconstructioninc.com

The RFQ will also be posted on the Town's website at www.dedham-ma.gov/MunicipalCampus, and will be available until submission deadline.

- Two <u>MANDATORY</u> Informational meetings will be held on Thursday November 13, 2014 and Friday November 14, 2014: at 11:00 am each day at 26 Bryant Street, Dedham, followed by site visit. <u>Attendance will be recorded on each day. Responses from Respondents who fail to attend either session will be rejected.</u>
- Monday November 17, 2014, 11:00am: Deadline for questions from Respondents.

Any questions concerning this RFQ must be submitted by email to Suresh Bhatia, at sbhatia@aconstructioninc.com, with the message titled "Designer RFQ Question, Town Hall and Senior Center". No questions will be accepted by fax or methods other than email. No oral

inquiries shall be accepted, and no oral responses may be relied upon.

• Friday November 21, 2014, 11:00 am: Deadline to submit Responses. Sealed Responses to this RFQ must be clearly labeled

"Designer for a Combined Town Hall and Senior Center" "Name of Respondent Individual or Firm"

and delivered no later than 11:00 am November 21, 2014 to:

Nancy Baker, Interim Town Manager 26 Bryant Street, Room 209 Dedham, MA 02026

RESPONSES SUBMITTED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.

The Owner assumes any no responsibility or liability for late delivery or receipt of Responses. Any responses received after the deadline date and time will be judged to be unacceptable and will be returned unopened to the sender. No Responses will be accepted by fax or other methods than described under General Requirements.

- Monday November 24, 2014: Respondents short-listed.
- Wednesday December 3, 2014: Interview short-listed Respondents.
- Wednesday December 10, 2014: Negotiate with first ranked Respondent.
- Wednesday December 17, 2014: Final selection submitted to Town of Dedham for approval.
- Tuesday December 23, 2014: Execute contract; Project to proceed upon award.

6. Agreement Between Owner and Designer

Services provided by the successful Respondent shall be rendered through the

Town of Dedham's Standard Agreement between Owner and Designer ("Contract"). This RFQ, any addenda issued by the Owner, and the selected Respondent's Response, will be appended to and become part of the Contract. Any Designer selected as a result of this RFQ will be required to execute the Contract or a contract substantially in that form, provided however that indemnification and insurance provisions shall be maintained as included in the Contract.

At the time of Contract execution, the selected Respondent will be required to provide to the Owner a certificate of professional liability insurance that meets or exceeds the requirements set forth in the Contract.

7. Other Provisions

a. Fee

The negotiated fee for services will be 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 construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Designer's fee. All fees shall be stated in design contracts and in any subsequent amendments thereto as a total dollar amount.

b. Public Record

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

c. Waiver/Cure of Minor Informalities, Errors, and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

d. Communication with the Owner

The Owner's Procurement Officer for this RFQ is:

Suresh Bhatia, P.E., MCPPO
Atlantic Construction & Management, Inc.
441 Sudbury Road
Concord, MA 01742
978-369-6754
sbhatia@aconstructioninc.com

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the Owner's consultants, legal counsel, or other advisors. FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.

e. Costs

Respondents shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated in preparation of the Response. The Owner will not be liable for any costs incurred by any Respondent in preparing a Response to this RFQ or for any other costs incurred prior to entering into a Contract with the Designer.

f. Withdrawal/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

g. Rejection of Responses, Modification of RFQ

The Owner reserves the right to reject any and all Responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a Response, or procure a contract for any services. The Owner also

reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

h. Contractual Commitment

The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the subcontractors identified in the Response shall take place without the prior written approval of the Owner.

i. Respondent and Other Project Entities Not Employees of the Town
The successful Respondent and any other firms, individuals, or entities
authorized to work on the Project through subcontract, partnership, or
joint venture will not be considered an employee of the Town and will
not receive any benefits of any employee. Respondent's intention to
subcontract, partner, or joint venture with other firms, individual or
entity must be clearly described in the response.

j. Validity of Response

Submitted Responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline. The contract will be awarded within 90 days after the Response opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Owner and the highest ranked Responder, on the basis of the selection criteria contained in the RFQ.

8. Attachments

Attachment A: Program Documents

Attachment B: Tasks, Duties, and Responsibilities

Attachment B-1: Price Proposal*

Attachment C: Designer Application Form*

Attachment D: Required Certifications*

D-1: Certificate of Non-Collusion

D-2: Certifications

D-3: Certificate of Authority

D-4: Certificate of Compliance with Massachusetts Tax Laws

Attachment E: Designer Selection Procedures

Attachment F: Evaluation Forms

Attachment G: Acknowledgment of Receipt - RFQ Distribution Register**

Attachment H: Acknowledgment of Receipt - Addenda*

^{*} These attachments must be signed and submitted in the Response.

^{**} This attachment must be returned for Respondents to be listed on the Distribution Register. This is required.

ATTACHMENT A: PROGRAM DOCUMENTS

Building Study Estimate prepared by Spagnolo, Gisness & Associates, Option 2 (Page 2), available online at:

http://www.dedham-

 $\frac{ma.gov/dedham/file/Selectman/SGA\%20Municipal\%20Campus\%20Cost\%2}{0Estimates\%20Mar\%2018\%202014.pdf}$

ATTACHMENT B: TASKS, DUTIES, AND RESPONSIBILITIES

START-UP

Within one week of the notice to award the Contract, the Lead Designer will meet with Town of Dedham's Town Manager, OPM, Facilities Director, Town Engineer, and Council on Aging Director. In preparation for the meeting, the Lead Designer will have thoroughly reviewed the existing documents.

GENERAL RESPONSIBILITIES

<u>Duties, Responsibilities, and Limitations of Authority of the Designer for Renovations and Construction</u>

- 1. General: The intent of this document is to define the role of the position of Designer for the Renovation and Construction work defined as the Combined Town Hall and Senior Center.
 - A. Terms: The following references are made throughout the proposal:
 - i. Awarding Authority: Town of Dedham Board of Selectmen
 - ii. BPCC: The Town of Dedham's Building, Planning, and Construction Committee;
 - iii. Contractor: The selected firm performing the construction and renovation;
 - iv. Designer: The architectural and/or engineering firm hired for Design of the specific project;
 - v. OPM: The firm or individual hired to represent the Town of Dedham as the Owner's Project Manager for this project;
 - vi. Town Manager: The individual or designee serving the Town of Dedham as the Owner's day to day contact for construction and design issues in coordination with the OPM; and
 - vii. Town Project Team: The Town's representatives from the Town Manager, Finance, Facilities, Engineering, Council on Aging, and other departments who will provide program, design, operational and technical feedback on the project coordinated through the OPM.
 - B. The Designer shall provide overall project leadership and project coordination. The Designer will not have the authority to bind the Town of Dedham regarding the contract between the Town and its Contractor. The Designer will confer on at least a weekly basis with the OPM/Town Manager during all project phases to assist in

- developing a comprehensive schedule and budget and to expedite communication between all parties;
- C. The Designer, through observations and advice and consultation, will endeavor to protect the Town of Dedham against defects and deficiencies in the work and delays in the completion of the project;
- D. The Designer shall provide monthly reports regarding the project status to the BPCC, with presentations as requested to the OPM and the BPCC relating to this project;
- E. The Designer shall attend weekly project meetings with the OPM who will maintain project minutes. The Designer shall maintain Contract Administration logs such Submittals, RFI(s), Proposal Requests, ASI, Change Proposals, Change Orders, etc., and provide the same to the OPM;
- F. The Designer shall establish Project Protocols and Document and Communications Control Systems to expedite activities and achieve timely project flow, including but not limited to reviews, approvals, changes, start-up, procurement, commissioning and project closeout; and
- G. The Designer must be independent from the OPM, Contractor, and Sub-contractors involved in the project at all times.

2. Duties and Responsibilities, Pre-Design Phase

- A. Confer with the OPM and review the Town's project Budget and Schedule and prepare a Preliminary Project Construction Cost Estimate, Project Budget (including soft costs) and a Preliminary Project Schedule for all phases of the project. Confer with the OPM and recommend a project delivery method (CG or CMR) and rationale:
- B. Review established project milestones and phasing and coordinate with the Town of Dedham Project Team and stakeholders to move the project forward expeditiously.

3. Duties and Responsibilities, Design Phase

A. Project leadership and Designer oversight and coordination with the project team, during all parts of the Design Phase that include Schematic Design (SD), Design Development (DD), and Contract Documents (CD) including submissions and approvals from Local and State Historical Commissions;

- B. Observe the progress and quality of the work as is reasonably necessary at each stage of Design to determine that the work is proceeding in accordance with the Contract Documents. Notify the BPCC, Town Manager, and OPM immediately if, in the Designer's opinion, work does not conform to the project goals or requires peer review and / or special inspection;
- C. Advise the Town of Dedham and coordinate with the OPM regarding the approach to the project bidding and procurement process. Make recommendations regarding the preferred procurement method including but not limited to General Contractor and Subcontractor pre-qualifications per M.G.L c.149 §44D1/2 or 44D3/4, and participate in the process of Prequalification in coordination with the Awarding Authority and OPM;
- D. Conduct a Peer review / QAQC review at approximately 50% Design stage (or end of the Design Development phase) and provide recommendations on best engineering practices to the Town Project Team, Town Manager and OPM;
- E. Prepare an independent cost estimate based upon the Designer's DD documents and reconcile it with the OPM's cost estimate for presentation to the BPCC;
- F. Conduct a Final Peer review/ QAQC review at about 90% completion of Contract Documents to ensure Documents are ready for bidding. This will include QAQC review of Plans and Specifications for constructability, phasing and /or errors or omission; and also making sure Documents meet Mass General Laws for the selected method of construction procurement;
- G. Assist the Town in cost control and meeting time lines for design. Assess the need for project phasing. Provide the Town with an Independent Construction Cost Estimate prior to bidding. Reconcile the estimate with the OPM's cost estimate and in consultation with the BPCC update the Project Budgets and Schedule accordingly;
- H. Assist the Town with the project permitting and approval process including the Town of Dedham Planning Board, Building Department, utility providers (Verizon, NSTAR, etc.), and similar agencies; and
- I. Assist the Town in the procurement of any independent consultants or companies required for the project for abatement, code peer review, field survey, etc.

4. Duties and Responsibilities, Construction Procurement Phase

- A. Project leadership and coordination with the Town's Project Team for the construction procurement including the Filed Subcontractor (FSB) bid process and the General Contractor (GC) bid process. Attend pre-bid meetings. Review bids for quality assurance in coordination with the OPM, Town's Project Team and the BPCC. Assist with resolution of Bid Protests, if any. Prepare bid analysis and make recommendations to the project team and BPCC for approval;
- B. Assist the OPM with the preparation of the construction contract. Establish Cost Control and Schedule Update Mechanisms that will provide clear monthly reporting to the BPCC to monitor construction progress, progress payments, and project completion updates; and
- C. Review the development of the Contractor's Construction Mitigation Plan in coordination with the Town, OPM, and Contractor to minimize abutter impacts.

5. Duties and Responsibilities, Construction Phase

- A. Observe the progress and quality of the work at all stages of construction to determine that work is proceeding in accordance with the Contract Documents. Document all inspections and work progress on weekly basis. Notify the Town Manager and OPM immediately if, in the Designer's opinion, work does not conform to the Contract Documents, or requires special inspection or testing;
- B. Monitor the construction schedule and report to the Town Project Team and BPCC of Construction and OPM conditions that may cause delay in completion;
- C. Review Contract Documents with the Contractor's Construction Superintendent. Obtain necessary interpretations from the Designer and its Subconsultants and ensure timely transmittal to the Contractor. Coordinate with the Town, OPM and Contractor to set up a project web site if appropriate to manage and expedite the flow of digital information;
- D. Consider the Contractor's suggestions and recommendations, evaluate them and submit them, with recommendations, to the OPM, Town Project Team and the BPCC, for final decision;
- E. Attend weekly on-site Job Meetings with assistance of the OPM as well as bi-weekly Project Meetings with Town representation;

- F. Review test results as required by the Contract Documents. Record and report to the Town Manager, Town Project Team, and OPM on test procedures and results;
- G. Maintain records at the in an orderly manner. Records include, but are not limited to, correspondence, Contract Documents, Change Orders, Construction Change Authorization, Designer's Supplemental Instructions, reports of site visits, Shop Drawings, Product Data, MSDS sheets, Samples, supplementary drawings, color schedules, requests for payment, and names and addresses of contractors, subcontractors and principals material suppliers. Follow record-keeping and filing system method used in Town Manager's office;
- H. Notify the Town Manager and OPM if any portion of the work requiring Shop Drawings, Product Data or Samples needs to commence before such submittals have been approved by the Designer. Coordinate review of samples which are required to be furnished at the site, record the Designers approval or other action, and notify the OPM of the approval status;
- I. Observe the Contractor's Progress and Record Drawings at intervals appropriate to the stage of construction and notify the Town Manager, and OPM of any apparent failure by the Contractor to maintain up-to-date records;
- J. Review Applications for Payment submitted by the Contractor and present them with recommendations for disposition to the OPM and BPBC:
- K. Review the list of items to be completed or corrected in coordination with the OPM and prepare an accurate "punch list," which is agreed to by the Contractor prior to request for issuance of a Certificate of Substantial Completion. Inspect the Work and if the list is accurate, forward it to the General Contractor, Town Manager, Town Project Team and OPM for final disposition;
- L. Review and report to the Town Manager, and OPM on conditions of the portions of the Project being occupied or utilized by contractors, in order to minimize the possibility of claims for damage;
- M. Assist the Town of Dedham Project Team and OPM in final inspection of the Work and update a final punch list. Receive from the Contractor and prepare for transmittal to the OPM the documentation the Contractor is required to furnish at the completion of the Work;

- N. Maintain a current log of RFIs, Change Orders, and Submittals as prepared by the General Contractor. Monitor the status of each and comment to the BPCC as appropriate to ensure the work is proceeding in a timely manner;
- O. Have available at all times for inspection by the town any correspondence, field notes, drawings, photos, and electronic files that pertain to the project. All information obtained by the Designer will become the property of the Town of Dedham;
- P. Maintain a Web based log of shop drawing submittals as prepared by the General Contractor. Monitor the status of each and comment to the OPM and BPCC as appropriate to ensure the work is progressing in a timely manner;
- Q. Coordinate the activities of the Commissioning Agent(s), with the Town and OPM to confirm that all the building systems are functioning according to the design specifications. Help expedite and review the close out documentation from the contractor including the warranties, operating manuals, operator training instructions and related documents; and
- 6. Duties and Responsibilities, Post-Construction Phase
 - A. Assist with the closure of Project Accounts, and reimbursements if any. Monitor Project close-out Audits. Prepare final project accounting and present to the BPCC. Assist with Claims, related matters, or Litigation if any;
 - B. Obtain all warranties and guaranties provided by the general contractor and sub-contractors and maintain such warranties and guaranties in a manual to be provided to the Owner; and
 - C. Develop and monitor warrantee period assessments and work until the facility is handed over to the Facilities Department.
 - D. Issue a certificate for Payment or Certificate of Substantial Completion;
 - E. Certify to the preparation of Record Drawings;
 - F. Reject Work or require special inspection or testing except as authorized in writing by the Town Manager and/or BPCC;
- 7. Limitation of Authority The Designer will not:

- A. Authorize major deviations from the current Contract Documents without a vote of approval from the BPCC;
- B. Approve substitute materials or equipment except as authorized in writing by the OPM, Town Manager, and/or BPCC;
- C. Personally conduct or participate in tests or third-party inspections except as authorized in writing by the Town Manager or OPM;
- D. Assume any of the responsibilities of the General Contractor's Superintendent or Subcontractors;
- E. Expedite the work for the Contractor;
- F. Advise the contractor on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedure, or safety precautions and programs in connection with the work;
- G. Authorize or suggest that Town of Dedham Departments occupy the Project in whole or in part until approved by the Town Building Department by a Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy;
- H. Order the Contractor to stop the Work on any portion thereof, except in case of emergency and then in consultation with the Town Manager and/or BPCC;
- I. Authorize any extension of the completion dates;
- J. Authorize changes prior to approval of Change Orders by the BPCC; and
- K. Authorize any work be performed in areas where hazardous materials are uncovered or suspected, unless and until the OPM has received written authorization from the Town Manager and/or BPCC.

ATTACHMENT B-1: PRICE PROPOSAL

DESCRIPTION		COST	WRITTEN COST
1.	Pre-Design Phase		
2.	Design Phase		
3.	Construction Procurement Phase		
4.	Construction Phase		
5.	Post Construction Phase		

Signature of individual submitting Response
Date:
Name of Business

This form is required with the RFQ Response in a <u>separate sealed</u> <u>envelope</u>.

ATTACHMENT C: STANDARD DESIGNER APPLICATION FORM

Department of Capital Asset Management and Maintenance's <u>Standard Designer Application Form for Municipalities and Public Agencies not within the DSB Jurisdiction (Updated 7/2014)</u>, available online at:

http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-6-10-cities-towns-application.pdf

ATTACHMENT D-1: CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting Response	
Name of Business	

This form is required with the RFQ Response.

ATTACHMENT D-2: CERTIFICATIONS

In accordance with Massachusetts General Laws Chapter 7, Section 38H(b), the undersigned states that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amount if the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs; and

Certifies under penalties of perjury that:

- The Designer 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 project management services;
- No consultant to or subcontractor for the Designer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Designer, 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 Designer;
- No person, corporation, or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the contract for Designer 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.
- The Designer has internal accounting controls as required by M.G.L.c.30, §39R(c), and that the Designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

This form is required with the RFQ Response.

ATTACHMENT D-3: CERTIFICATE OF AUTHORITY 1. I hereby certify that I am the Clerk/Secretary of ______ Full Name of Business 3. Is the duly elected _____ Title of officer on line 2 4. Of said corporation, and that on ______ Date on or before date the officer signed the contract and bonds At a duly authorized meeting of the Board of Directors of said business, at which all the directors were present or waived notice, it was voted that 5. _____ the ____ Name from line 2 Title from line 3 of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below. 6. ATTEST: ______ Signature of Clerk or Secretary* AFFIX CORPORATE **SEAL HERE** 7. Name: Print or type name from line 6 8. Date:

Date on or after the date the officer signed the contract and bonds

This form is required with the RFQ Response if the Response is signed by a person other than the owner or president of the company.

^{*} The name and signature on lines 6 and 7 must be that of the Clerk or Secretary of the corporation.

ATTACHMENT D-4: CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, the undersigned acting on behalf of the Bidder*, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.

······································	
Signature	Date
Name (print or type)	
Name (print or type)	
Social Security Number	
Corporate	
coi poi ate	
Corporate Name (print or type)	
Signature of Corporate Officer	Date
N CC . OCC	
Name of Corporate Officer (print or type)	
Title (print or type)	
Taxpayer Identification Number	
Tanpay of Tachanication Hamber	

Individual

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

This form is required with the RFQ Response.

ATTACHMENT E: DESIGNER SELECTION PROCEDURES

<u>Dedham Board of Selectmen</u> ("Awarding Authority")

Designer Selection Procedures Adopted [date]

- 1. These procedures govern the selection of designers for any the Town of Dedham's building project subject to the state designer selection law, M.G.L. c. 7C, §§ 44-57. Any other local law governing the procurement of services will be inapplicable to these procurements.
- 2. The Board of Selectmen ("Approving Body") has the authority to conduct the designer selection process for the Awarding Authority. The Approving Body may delegate any duties described herein to the extent such delegation is permissible by law.
- 3. The Approving Body shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
 - a) has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b) is currently employed by, or is a consultant to or under contract to, any applicant;
 - c) is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d) has an ownership interest in, or is an officer or director of, any applicant.
- 4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the Central Register published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.

- 5. The advertisement shall contain the following information:
 - a) a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
 - b) if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c) when and where a briefing session (if any) will be held;
 - d) the qualifications required of applicants;
 - e) the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f) whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g) when and where the RFQ can be obtained and the applications must be delivered.
- 6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website at Procedures for Municipalities and Public Agencies not within DSB Jurisdiction. The Application Form may be amended to include additional information on a project-specific basis.
- 7. The Committee shall evaluate applicants based on the following criteria:
 - a) prior similar experience;
 - b) past performance on public and private projects;
 - c) financial stability;
 - d) identity and qualifications of the consultants who will work with the applicants on the project; and
 - e) any other criteria that the Committee considers relevant to the project.
- 8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.
- 9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body. No person or

firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

- 10. If the fee was set prior to the selection process, the Approving Body shall select a designer from the list of finalists. If the Approving Body selects a designer other than the one ranked first by the Committee, the Approving Body shall file a written justification for the selection with the Committee and maintain a copy in the contract file.
- 11. If the fee is to be negotiated, the Approving Body shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Approving Body shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Approving Body is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Approving Body prior to selection of finalists.
- 12. If the Approving Body is unable to negotiate a satisfactory fee with any of the finalists, the Approving Body shall recommend that the Committee select additional finalists.
- 13. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, provided the Approving Authority otherwise complies with

the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).

- 14. Every contract for design services shall include the following:
 - a) certification that the designer 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;
 - b) certification that no consultant to, or subcontractor for, the designer has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer, 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 designer;
 - c) certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer has been retained or hired by the designer to solicit for or in any way assist the designer 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; and
 - d) certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required

by the Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.

- 16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.
- 17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Approving Body may elect to authorize expedited procedures to address the emergency. The Approving Body shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Approving Body may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Approving Body shall rank the finalists in order of qualification and select the designer for the emergency work.

- 18. The Awarding Authority shall publish the name of any designer awarded a contract in the Central Register.
- 19. The following records shall be kept by the Awarding Authority:
 - a) all information supplied by or obtained about each applicant;
 - b) all actions taken relating to the project; and
 - c) any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

20. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in

accordance with M.G.L. c. 7C, § 48(g), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(g).

- 21. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.
- 22. For any municipal design or construction project that includes funding provided by the Commonwealth, in whole or in part (such as reimbursements, grants and the like), cities and towns must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Awarding Authority shall take steps to assure that it complies with all State Office of Minority and Women Business Assistance requirements.

Chair	

ATTACHMENT F: EVALUATION FORMS				
EVALUATION PART 1: RESPONSE				
Name of Firm:				
Evaluator: Date:				
Firm Meets All Minimum Criteria: Initial				
Rating Scale:				
<u>5</u> Not Advantageous Advantageous Highly <i>A</i>	10			
Not Advantageous Advantageous Highly A	Advantageous			
<u>CRITERIA</u> 1. Prior similar experience, Town/City Hall and Senior Center	RATING 1			
2. Prior similar experience, historic buildings	2			
3. Past performance as a Designer(MGL Ch.7 and 7C/149/149	A) 3			
4. Financial stability of the firm	4			
5. Identity and qualifications of personnel	5			
6. Satisfactory working relationships	6			
7. Experience with green buildings	7			
8. Management approach 8				
9. Capacity of the firm 9				
10. Knowledge and experience	10			
TOTALEVALUATION PART 2: INTERVIEW				

Name of Firm:		
Presentation: Time		
Evaluator:		
Rating Scale:	5	10
Not Advantageous		
<u>CRITERIA</u>		<u>RATING</u>
1. Record of meeting dead	lines	1
2. Record of maintaining a	ppropriate Project record	ls 2
3. Record of keeping construction costs within the project budget design estimates		oroject 3
4. Validity of cost estimates 4		
5. Handling of bid specifications 5		
6. Responsiveness to RFIs and COs from contractors 6		
7. Responsiveness to Owner and designees 7		
8. Availability of personnel 8		
9. Work relationship with	contractor and OPM	9
	ntinuing interest by the co ity of the facilities designo laced in operations	
11. Ability to arbitrate		11

12.	Other		12
		TOTAL	
TOTA	AL SCORE, RESPONSE		
TOTA	AL SCORE, INTERVIEW		
TOT	AL SCORE		

ATTACHMENT G: ACKNOWLEDGMENT OF RECEIPT – RFQ DISTRIBUTION REGISTER

As the RFQ is being made available through the website, it is necessary for prospective Respondents to confirm receipt with this form in the event that there are any changes to the RFQ or addenda. Please return the information below to the Owner's Procurement Officer as acknowledgment that you have received the RFQ. Completing and returning this acknowledgment will ensure you are recorded on the Distribution Register.

Only those companies or individuals shown on the Distribution Register will receive addenda. It is required that interested Respondents complete this acknowledgment and return to the Owner's Procurement Officer. Responses from companies or individuals not acknowledging addenda may be rejected as not responsive.

Name of Company or Individual	
Name / Title of Contact	
Address	
Telephone numbers	
Email addresses	
Contact Signature	
	Date
This form is required with the RF	Q Response.

ATTACHMENT H: ACKNOWLEDGMENT OF RECEIPT - ADDENDA

If the Owner makes any changes to this RFQ or responds to any questions before the deadline, an addendum will be issued. Addenda will be emailed to every individual on record as receiving the RFQ from the Distribution Register maintained by the Owner's Procurement Officer, and will be posted to the Town's website at www.dedham-ma.gov/MunicipalCampus.

As the RFQ is being made available through the website, it is necessary for prospective Respondents to confirm receipt of addenda by this Acknowledgment of Receipt form. Please return the information below to the Owner's Procurement Officer as acknowledgment that you have received the addenda.

Only those companies or individuals shown on the Distribution Register will receive addenda. Responses from companies or individuals not acknowledging addenda may be rejected as not responsive.

Name of Company or Individual	
• •	
Name / Title of Contact	
Address	
Telephone numbers	
Email addresses	
Contact Signature	
	Date

This form is required with the RFQ Response.