

REQUEST FOR PROPOSAL

FIBER OPTIC ENGINEER & PROJECT MANAGER



TOWN OF LONGMEADOW
MASSACHUSETTS

July 2, 2012

LEGAL NOTICE:

REQUEST FOR PROPOSAL (RFP)

FIBER OPTIC ENGINEER & PROJECT MANAGER
TOWN OF LONGMEADOW, MASSACHUSETTS

The Town of Longmeadow is accepting proposals from qualified consultants to serve as the engineer and owner's project manager for all aspects of planning and implementation of a fiber optic network. Proposal packets are available from Chad Thompson, Procurement Manager at the Town of Longmeadow, 735 Longmeadow Street, Suite 101, Longmeadow, MA, 01106, Phone: 413-565-4185. Proposal documents can also be obtained online at www.longmeadow.org, select 'Department' from the toolbar, then 'Purchasing', then select the link labeled 'Bid & RFP Finder'. Select RFP document with the following title 'RFP: Fiber Optic Engineer'. Proposers are encouraged to register with Chad Thompson to get on the bid list. Others that do not register with Chad Thompson will be responsible for monitoring the website for the issuance of updates and addenda.

Separately labeled and sealed Technical and Price proposals will be accepted at the same address until the proposal deadline of **Monday, July 16, 2012 at 12:00pm noon**. The outer envelope of the proposal submission should be labeled with the proposers complete contact information followed by 'RFP-Fiber Optic Engineer & Project Manager- Technical Proposal' for the technical proposal content, and 'RFP-Fiber Optic Engineer & Project Manager- Price Proposal' for the price proposal content. Late proposals will be rejected. Immediately following the proposal deadline, proposals received will be publicly logged in the Community House Auditorium at the same address listed. This is a public works design service contract.

The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any or all proposals, waive minor informalities, and to award in the best interest of the Town.

REQUEST FOR PROPOSAL (RFP)

**FIBER OPTIC ENGINEER & PROJECT MANAGER
TOWN OF LONGMEADOW, MASSACHUSETTS**

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Technical Proposal- Proposal Submission Form (3 pages)

Price Proposal- Proposal Submission Form (1 page)

I. PROJECT PARAMETERS

The Town of Longmeadow, MA, is accepting proposals from engineers qualified and experienced to provide fiber optic engineering and project management experiences for the construction of a fiber optic network. The present fiber optic system is leased and has insufficient capacity to serve town and school operations. This fiber optic project would enable to town to OWN the system which would reflect in a long term savings in operating expenses.

II. SCOPE OF WORK

Scope of Work:

- Serve as the engineer and owner’s project manager for all aspects of planning and implementation of the fiber network to connect the listed locations in the conceptual design.

- Work directly with Verizon to submit all required pole applications and manage the process to ensure timely response by Verizon engineering services, propose alternative routes as required.

- Work with CCGS/Baypath/FiberTech directly to facilitate connection to Springfield POP and acquisition of Internet Bandwidth provider.

- Complete final proposed design based on Verizon engineering.

- Completion of all applicable permits as required.

- Assistance with technical specifications for procurement bidding of any needed pole attachments, trenching, conduit, fiber install, splicing and termination. The engineer will work with the Town of Longmeadow Purchasing Department to develop bid specifications for fiber optic construction. The Town will facilitate the bidding process.

The proposed time line is as follows:

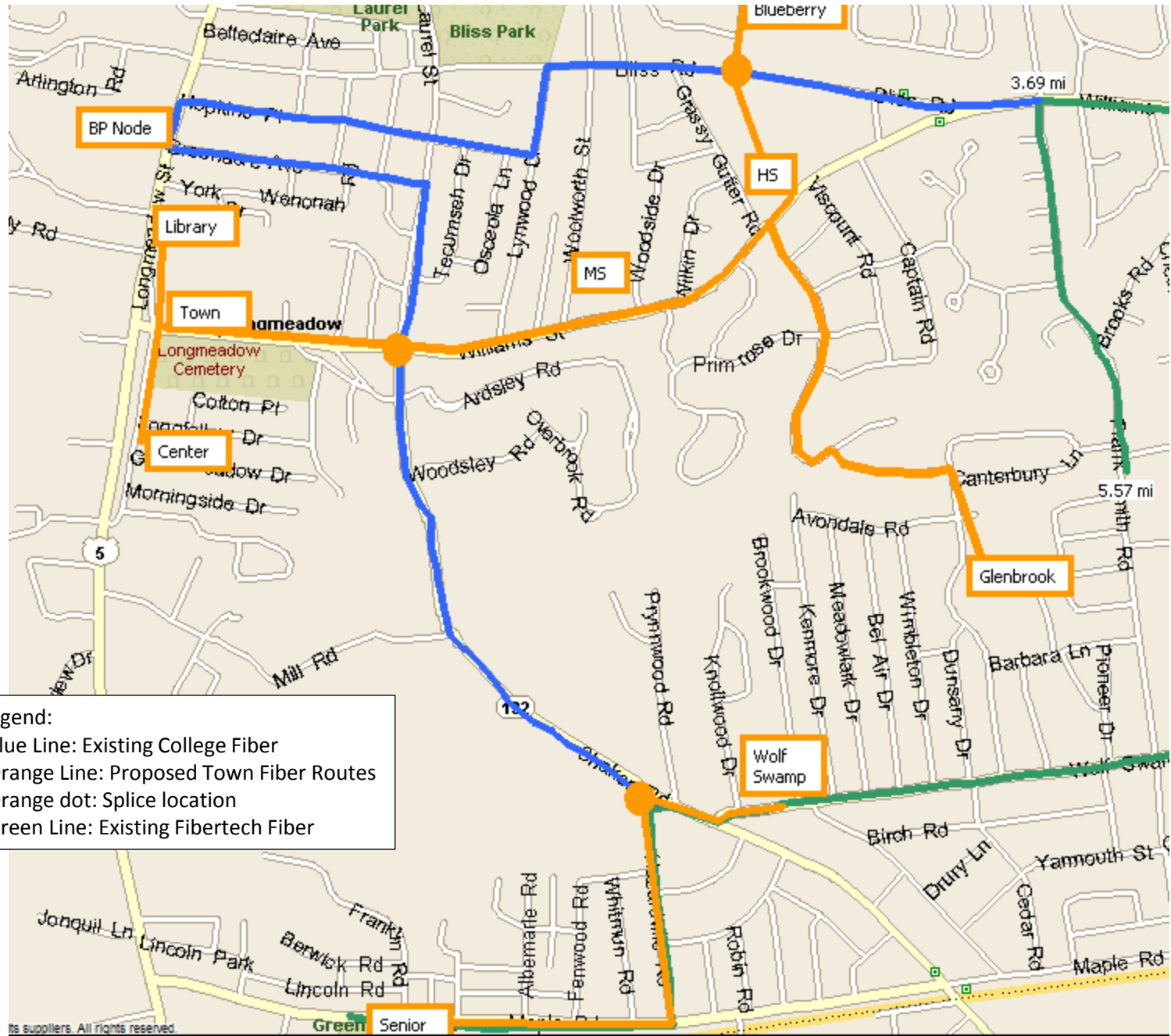
- | | |
|---|----------------------------------|
| -Fiber optic engineer and project manager award | Award by July 30, 2012 or sooner |
| -Complete final proposed design based on Verizon engineering and permitting. Start of Bidding Phase | November 1, 2012 |
| -Fiber optic construction phase start | December 2012 |
| -Fiber optic required construction completion | June 30, 2013 |

Budget:

At the Annual Town Meeting for fiscal year 2013, the Town authorized \$440,000 for the construction of a town-owned fiber optic network. This is the amount to cover all engineering, project management, construction and all related work associated with the fiber optic network and construction. The present fiber optic system is leased and has insufficient capacity to serve town and school operations. This fiber optic project would enable to town to OWN the system which would reflect in a long term savings in operating expenses.

Diagrams and Fiber Optic Route Analysis:

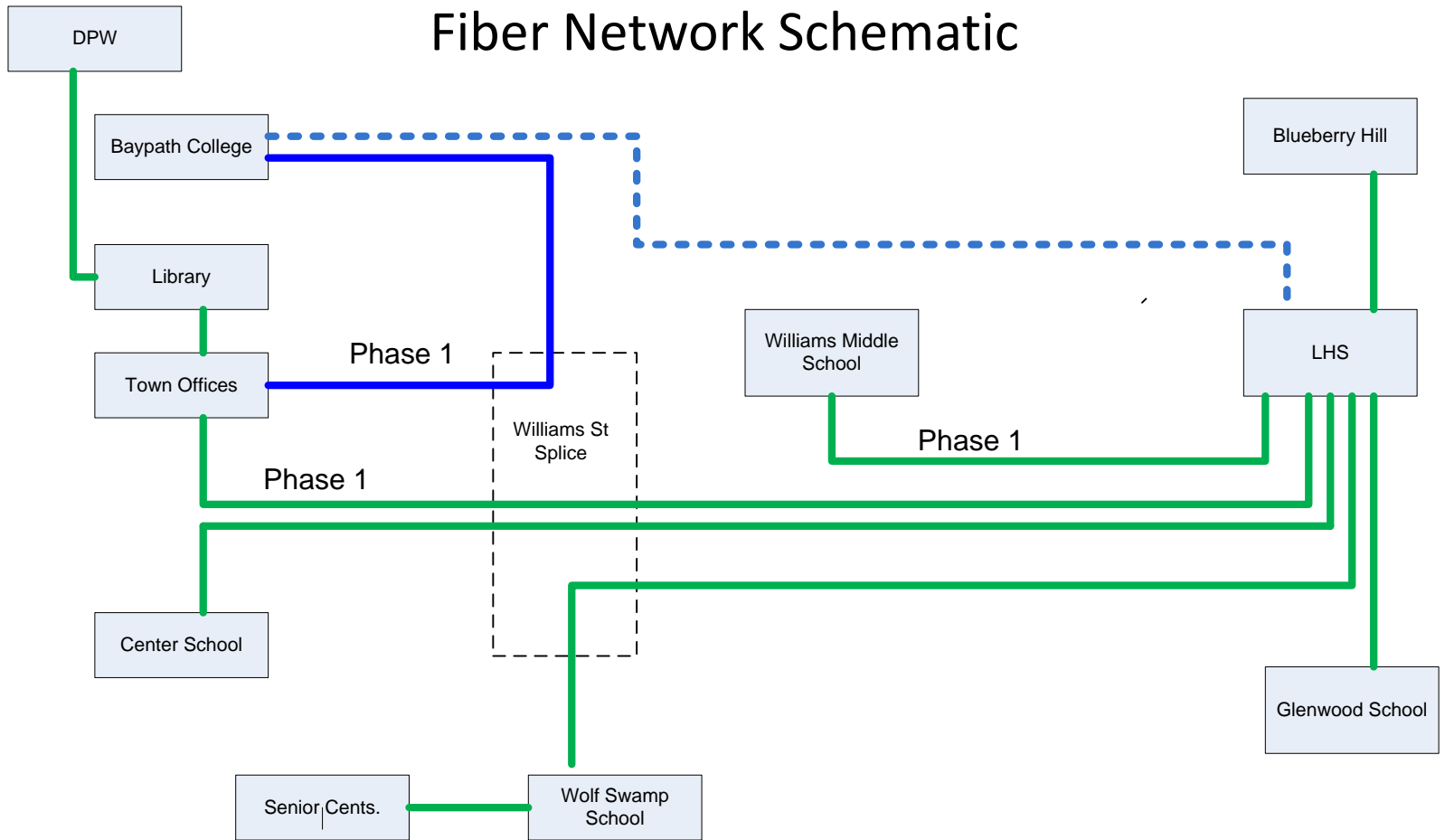
- Reference the conceptual design which has the proposed route information, map, and location with estimated feet of fiber per route location. The information is provided on the following pages.



Legend:

- Blue Line: Existing College Fiber
- Orange Line: Proposed Town Fiber Routes
- Orange dot: Splice location
- Green Line: Existing Fibertech Fiber

Proposed Conceptual Design Fiber Network Schematic



LOCATION	ADDRESS	ENTRANCE POLE #	Fiber Route FT
Phase 1:			
Fiber Routes:			
Town Offices / Comm. House	20 Williams St.	VZ Pole on Williams	200
Williams Middle School	410 Williams St.	VZ # 10 Woolworth St.	900
Longmeadow High School	127 Grassy Gutter Rd.	to Williams Street	700
Williams Street Build			7000
Splice closure or Handhole		\$500	4
Splices (in "splicer days")		\$2,500	4
Connectorization		\$25	50
FTPs		\$500	3
Engineering and Project Mgmt			
Baypath Connection			
		Phase 1 Total	
Phase 2:			
Public Library	693 Longmeadow St.	Underground	100
Greenwood (Senior) Center	231 Maple Rd.	VZ #22 Maple Rd.	1000
Center School	837 Longmeadow St.	Underground	300
Wolf Swamp School	62 Wolf Swamp Rd.	VZ #3 Wolf Swamp Rd.	300
Glenbrook Middle School	110 Cambridge Circle	Property edge	500
Blueberry Hill School	275 Blueberry Hill Rd.	VZ #4 Blueberry Hill Rd.	300
Street Builds:			
Maple/Hazardville Build			7000
Merriweather Drive Build			5500
Longmeadow St Build			2000
HS to Blueberry Build			2000
Library to DPW			5500
		Unit Cost	
Splice closure or Handhole		\$500	3
Splices (in "splicer days")		\$2,500	3
Connectorization		\$25	142
FTPs		\$500	6
Engineering and Project Mgmt			
		Phase 2 Total	

III. REQUEST FOR PROPOSAL INSTRUCTIONS

Proposal Instruction

The requirements set forth in these “RFP Instructions” shall become an integral part of a subsequent contractual arrangement.

Receipt of Proposals

RFP Proposals should be submitted to the Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 until the proposal deadline of Monday, July 16, 2012 at 12:00 pm noon. Late proposals will be rejected. Immediately following the proposal deadline, all proposals will be publicly logged at the same address in the Community House Auditorium.

Marking of Envelopes

Deliver proposals no later than Monday, July 16, 2012 by 12:00pm noon addressed to:

Town of Longmeadow
Attn: Chad Thompson-Procurement Manager
735 Longmeadow Street, Suite 101
Longmeadow, MA 01106

Postmarks will not be considered. It is the sole responsibility of the applicant to be sure that the proposal arrives on time. Proposals should be clearly marked “**RFP: FIBER OPTIC ENGINEER AND PROJECT MANAGER**”. The firms **Name & Address** should also be on the envelope.

Within the delivered envelope, separate sealed envelopes should be submitted for the ‘technical’ and ‘price’ proposal:

Technical Proposal:

The technical proposal envelope should be marked with the consultant’s NAME & ADDRESS followed by “**RFP: FIBER OPTIC ENGINEER AND PROJECT MANAGER, TECHNICAL PROPOSAL**”. Include **three (3) copies** of the technical proposal, and **one (1) electronic copy** (CD, or USB flash drive)

The Technical Proposal format shall include:

- Completed ‘Technical Proposal Submission Forms’.
- Project Team: Provide brief resume(s) of Key Personnel or Engineer to be assigned to Longmeadow. Including reference to Massachusetts licenses and registrations/certifications and other requirements for fiber optic engineering in Massachusetts.
- Fiber Optic Experience: Provide a list of fiber optic construction projects completed by the proposer. Include the engineers name, description of the project, and complete contact information so the Town can perform reference checks and confirm experience.
- Project Approach: Describe the respondent’s approach to providing the level and nature of services required as evidenced by proposed project staffing for the Longmeadow Fiber Optic engineering and project management services. Address project management systems, effective information management and approaches taken to resolve issues that impact time and cost related to fiber optic construction and project management.

Price Proposal:

The price proposal should be marked with the consultant's NAME & ADDRESS followed by. "RFP: FIBER OPTIC ENGINEER AND PROJECT MANAGER, PRICE PROPOSAL" Include **three (3) copies** of the price proposal.

The Price Proposal shall include:

- Completed 'Price Proposal Submission Forms'

All the technical proposals will first be reviewed and evaluated. Following the technical proposal evaluation, the price proposals will be opened and reviewed.

Proposal Form

All proposals shall be received and evaluated in conformance with the requirements of Applicable Law.

The Price Proposal must include a rate schedule with the hourly billable rates of staff/employees. The price proposal submission form should be included with the Price Proposal.

The Procurement Manager and the Evaluation Committee will determine whether Technical Proposals meet the Minimum Requirements criterion. Proposals that do not meet the minimum criteria will be eliminated from further evaluation and award consideration.

Each proposal shall complete the attached minimum evaluation criteria form and address the minimum requirements in their Technical Proposal.

Interpretation of Contract Documents & Addendum

Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under their submission. All addenda as issued shall become part of the contract document. RFP documents and issued addenda will be posted to the Purchasing Department page found on the town website no later than 2 days before the proposal deadline.

Questions

The deadline for the receipt of any questions is 120 hours (5 days) before the proposal deadline. No questions will be answered after the deadline for questions. All questions shall be submitted to Chad Thompson in writing at cthompson@longmeadow.org, fax: 413-565-4372.

Modification of Proposals

A proposer may correct or modify a proposal by written notice received by the awarding authority prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled 'Modification to RFP: Fiber Optic Engineer'. The name and address should also be documented on the envelope.

After the receipt deadline, a proposer may not change any provision of the proposal. Minor informalities will be waived or the proposer will be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident.

Withdrawal of Proposals

Proposals may be withdrawn prior to the time of receipt of proposals, only on written request to the awarding authority. No proposer shall withdraw their proposal within a period of sixty (60) days after the date set for the receipt of proposals.

Unexpected Closures

If at the time of the scheduled receipt deadline, the Longmeadow Community House (735 Longmeadow Street) is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc. the receipt of proposals will be postponed to the next normal business day at the time posted in the request for proposals.

Licensing

The contractor shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the delivery of services referred to in this RFP.

Insurance Coverage

Prior to the commencement of any work activity, the contractor shall deposit certificates from insurers clearly stating that the insurance policies required in the following paragraphs have been issued to the contractor. The certificate must be in a form satisfactory to the Town. Liability policies shall name the Town of Longmeadow as an additional insured.

Worker’s Compensation

The contractor shall, before commencing the contract, provide by insurance for the payment of compensation, professional liability, and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed under the contract, and shall continue such insurance in force and effect during the term thereof. Statutory limits shall apply.

Comprehensive General Liability Insurance

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers’ Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

Estimates and Payments

The contractor may once in each month make an estimate in writing of the total amount of the work done to the time of such estimate and the value thereof. No such estimate or payment shall be required to be made when, in the judgment of the Town, the work is not proceeding in accordance with the provisions

or expectations of this contract. Final payment will not be released until the full completion of the project and all contract terms and obligations are complete.

IV. PROPOSAL EVALUATION

Minimum Requirements:

Proposals received from those who do not meet the following Minimum Requirements will be rejected:

1. The proposed engineer and engineering firm shall have experience completing at minimum one fiber optic construction project where they provided both engineering and project management services.
2. The proposed engineer and engineering firm shall have experience working with Verizon and their engineering department with the fiber optic application process to complete at minimum one fiber optic construction project.

Comparative Evaluation Criteria:

Only those that meet all Minimum Requirement criteria will be considered for further evaluation and consideration for contract award. Those that meet the Minimum Requirements will be evaluated and scored on the following Evaluation Criteria. Each category will be assigned a point rating based on the evaluation of the committee which will be between 1 and 3 points:

1. The proposed engineer and engineering firm has provided fiber optic engineering and fiber optic project management services on the **completion** of the following number of fiber optic construction projects:
 - a. Three or more fiber optic construction projects (3 points)
 - b. Two fiber optic construction projects (2 points)
 - c. One fiber optic construction project (1 point)
2. The proposed engineer and engineering firm have experience working with Verizon engineering and have completed the following number of fiber option construction projects through Verizon specifically.
 - a. Three or more (3 points)
 - b. Two (2 points)
 - c. One (1 point)
3. The proposed engineer and engineering firm has documented experience provided fiber optic engineering and fiber optic project management services for the following number of completed years:
 - a. Five or more years (3 points)
 - b. Three to four years (2 points)
 - c. Less than three years (1 point)
4. The designated engineer proposed to be assigned to Longmeadow has a regional proximity to be on site upon short notice or as required for construction oversight and review. The engineer has a proximity to Longmeadow that is within the following number of miles:
 - a. Less than fifty miles (3 points)
 - b. Between fifty and one hundred miles (2 points)
 - c. More than one hundred miles (1 point)

V. SELECTION PROCEDURES

Proposals will be evaluated by the Evaluation Committee. Proposals will first be evaluated for 'Minimum Requirements'. Proposal submissions that meet the Minimum Requirements will be evaluated on Comparative Criteria. The Evaluation Committee will complete the Comparative Criteria evaluation and as part of the evaluation may perform reference checks and confirm experience documented in the proposal. Once the Technical Proposal evaluation is complete, the Price Proposals received will be opened and evaluated. The price proposal will ultimately play a factor in determining the contract award. The contract award will be awarded the proposer who has the highest ranking Technical Proposal and Price Proposal that is deemed to be in the best interest of the Town taking into consideration the Technical Proposal and the Price proposal evaluation based on the recommendation of the Evaluation Committee and the Awarding Authority.

VI. GENERAL AND SPECIAL PROVISIONS

1. The Town reserves the right to cancel this Request for Proposal, or to accept or reject any and all proposals, waive informalities, & to award contracts in the best public interest of the Town.
2. All proposals received become the property of the Town of Longmeadow.
3. The firm selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of an architectural firm shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
5. The successful firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).
6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of this contract.
7. Firms and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.
8. Proposals must be unconditional.
9. Selection shall be subject to additional discussions and/or negotiations based on proposals received.

VII: **SAMPLE CONTRACT**: To be completed by successful Proposer after contract award is announced.

TOWN OF LONGMEADOW, MASSACHUSETTS
Contract for Designer Services

PROJECT TITLE: **Fiber Optic Engineering and Project Management Services**

This AGREEMENT is made under seal the ___ day of July in the year Two Thousand and twelve between the Town of Longmeadow, 20 Williams Street, Longmeadow, MA 01106, by its Town Manager hereinafter, the AWARDING AUTHORITY, and _____, with an address of _____ acting as the DESIGNER, being the Fiber Optic Engineer and Project Manager for the Longmeadow fiber optic network project. **ARTICLE 1:**

DEFINITION OF TERMS

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 **DESIGNER** -- the individual or firm performing professional services under this AGREEMENT. **The Designer is herein referred to as the Fiber Optic Engineer and Project Manager.**
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Engineer to perform services for the project phase to which such notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price shall be the same as the construction price of the lowest responsible and eligible bidder.
- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with

the Project. The Awarding Authority for the Town of Longmeadow is the Town Manager.

- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

- 2.1 The Designer shall not employ additional consultants, not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee fiber optic engineering, project management services, and other related services for the project. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

- 3.1 When available and applicable, the Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.
- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.

- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

ARTICLE 4: COMPLIANCE WITH LAWS

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

- 5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

- 5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project

unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.

- 5.3 The Designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.
- 5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.
- 5.5 The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.

ARTICLE 6: DESIGNER SERVICES

6.1 DESIGN AND CONSTRUCTION

Phase 1.

- Serve as the engineer and owner's project manager for all aspects of planning and implementation of the fiber network to connect the listed locations in the conceptual design.
- Work directly with Verizon to submit all required pole applications and manage the process to ensure timely response by Verizon engineering services, propose alternative routes as required.
- Work with CCGS/Baypath/FiberTech directly to facilitate connection to Springfield POP and acquisition of Internet Bandwidth provider.
- Complete final proposed design based on Verizon engineering.
- Completion of all applicable permits as required.
- Assistance with technical specifications for procurement bidding of any needed pole attachments, trenching, conduit, fiber install, splicing and termination. The engineer will work with the Town of Longmeadow Purchasing Department to develop bid specifications for fiber optic construction. The Town will facilitate the bidding process.

Phase 2. - Construction Documents

The Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority on or before the date or time specified in the Notice to Proceed or any supplement thereto, complete working plans and

specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in the Project. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority with said plans, specifications and construction cost estimates.

Following the approval of the plans, specifications and construction cost estimates, the Designer shall incorporate all changes required by the Awarding Authority in the working drawings and specifications and shall prepare and transmit to the Awarding Authority one set of Construction Contract Documents for approval.

Phase 3. - Bidding Phase

Upon written approval of Construction Contract Documents, the Designer shall prepare the final Construction Contract Documents, including advertisements for receipt of proposals for construction contractors, shall assist in distributing the bidding documents to prospective bidders, and shall prepare and transmit all addenda. The Designer shall assist the Awarding Authority in pre-qualifying bidders, shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Awarding Authority, and shall prepare all notices required to be published in the Central Register. All services shall be in accordance with the requirements of the General Laws relating to public construction projects. All these services shall be coordinated with the Procurement Manager for the Town of Longmeadow.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Designer in writing to provide such revised Construction Contract Documents as the Awarding Authority may require to bring the cost within the Fixed Limit. In the case of (c), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be entitled to any additional compensation for such services.

The Designer shall review all construction bids for the purpose of advising the Owner on whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall inform the Owner of any bid which, because of its amount, does not realistically appear to contemplate the actual payment of said prevailing wage rates to laborers to be employed on the project.

Phase 4 - Designer's Services During Construction

Upon the award of the construction contract the Designer and his consultants shall, for the purpose of protecting the Awarding Authority against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract, including review and processing of the General Contractor's applications for payment and change order proposals, preparation of a monetized "punch list" of remaining work following substantial completion of the project work and subsequent inspection to determine completion of such punch list work, review and processing of the General Contractor's final completion and close out documentation and assistance to the Awarding Authority in the close out process; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Awarding Authority may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) make weekly visits or visits to the site as required; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Awarding Authority; (6) require each consultant employed in accordance with ARTICLE 2 above to make visits when necessary, and more often if requested by the Awarding Authority, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the Awarding Authority weekly in writing on the progress of construction including whether or not the contractor is keeping record drawings; (8) recommend rejection of all project work observed by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Awarding Authority may in writing otherwise determine; (10) review and act on all requests for change in plans, specifications, or contracts for the Project; and (11) upon written instructions from the Awarding Authority, furnish working plans and specifications for any such change.

The Designer shall be familiar with the provisions of the General Laws for payment to contractors and shall submit to the Awarding Authority all requisitions for payment submitted by the general contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments of general contractors is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer shall receive and review, in connection with its review of the Contractor's applications for payment, the weekly payroll records required to be submitted by the Contractor pursuant to G.L. c.149, §27B. Such review shall be for

the purpose of determining that the amount of wages paid to laborers employed on the project is no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall maintain, as part of the project records, one complete copy of all such payroll records, and shall transmit to the Owner, upon completion of the review provided for herein, the original weekly records as submitted by the Contractor. The Designer shall promptly notify the Owner if (1) any payroll records submitted by the Contractor do not represent payment of at least the applicable prevailing wage rates established for the project or (2) the Designer knows or has reason to believe that the weekly payroll records submitted by the Contractor do not accurately represent the wages actually paid to laborers employed on the project and that the Contractor is not paying said laborers at least the amount of said prevailing wage rates.

The Designer's responsibility to provide basic services for the construction phase under this agreement commences with the award of the contract for construction and terminates upon the issuance to the Awarding Authority of the final certificate of payment and the Awarding Authority's acceptance of the completed project.

The Designer will exercise the utmost care and diligence in discovering and promptly reporting to the Awarding Authority any defects or deficiencies in the work of the General Contractor or any of its subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. The Designer represents that it will follow the highest professional standards in performing all architectural services under this Agreement. Any defective Designs or Specifications furnished by the Architect will be promptly corrected by the Designer at no cost to the Awarding Authority, and the Designer will promptly reimburse the Awarding Authority for all damages, if any, resulting from the use of such defective Designs or Specifications. The Awarding Authority's approval, acceptance, use of or payment for all or any part of the Designer's services hereunder or of the Project itself shall in no way alter the Designer's obligations or the Awarding Authority's rights hereunder.

Phase 5. - Record Drawings, Reports, Calculations

Before examining the requisition for final payment submitted to the Awarding Authority by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the plumbing, heating, ventilating and electrical work under the construction contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by change orders are shown on the contractor's record drawings and on the applicable original reproducible and shall submit to the Awarding Authority the complete set as revised, which reproducible shall become the property of the Awarding Authority.

Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the construction contract and prior to the expiration of the construction period.

As-Built Record Drawings shall be furnished to the Awarding Authority by the Designer.

ARTICLE 7: DESIGNER'S BASIC FEE

- 7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee for this project is a lump sum of \$_____.
- 7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.
- 7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

- 8.1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) making measured drawings of existing construction facilities when required for planning additions, or alterations thereto; (2) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (3) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (4) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (5) providing services after final payment to the contractor; (6) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (7) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (8) preparing operating and maintenance manuals; (9) assisting the Awarding Authority in litigation arising out of the construction contract; and (10) performing any other professional services not otherwise required under this Contract.
- 8.2 For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

ARTICLE 9: REIMBURSEMENT

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) the lump sum fee shall be inclusive of all transportation expenses, mileage reimbursement, travel expenses, printing fees, mailing, postage, and other related fees and charges, etc.

ARTICLE 10: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS, CHANGE ORDERS

- 10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

- 10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

ARTICLE 11: TERMINATION, NO AWARD

- 11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.

- 11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

ARTICLE 12: RELEASE AND DISCHARGE

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

ARTICLE 13: NOTICES, APPROVALS, INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.
- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$1,000,000.00 aggregate.

14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.

Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.

14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad form public liability insurance to protect against damage or injury to persons or property.

14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.

14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS

15.1 The Designer hereby certifies:

- (i) if an individual, the individual is a registered architect;
- (ii) if a partnership, a majority of all the partners are persons who are registered architects;
- (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, and the person to have the project in his or her charge is a registered architect;
- (iv) if a joint venture, each joint venturer satisfies the requirements of this section. (Statutory reference: M.G.L. c.7, §38A½)

15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as

an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7, §38H(e)(i))

- 15.3 The Designer hereby certifies 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. (Statutory reference: M.G.L. c.7, §38H(e)(ii))
- 15.4 The Designer hereby certifies 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 this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7 §38H(e)(iii))
- 15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7, §38H(e)(iv))
- 15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:
1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
 2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
 3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
 4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
 5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.

6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
 - (a) transactions are executed in accordance with management's general and specific authorization;
 - (b) transactions are recorded as necessary:
 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
 2. to maintain accountability for assets;
 - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)

15.7

The Designer and 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 bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7, §38H(J))

15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)

15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.

16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.

16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.

16.4 The Designer agrees that neither the Awarding Authority nor any of its officers or employees assumes any personal liability under this Agreement.

16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, on the day and year hereinabove first written, the Designer has caused this agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the Town of Longmeadow has signed this agreement on behalf of the Awarding Authority.

OWNER: Town of Longmeadow
By its Town Manager

CONTRACTOR:

(Signature-Town Manager)

(Signature)

(Printed Name & Title)

(Company)

Address:

(Superintendent/Department Manager)

(Procurement Compliance-M.G.L 30, 39M))

Phone: _____

Fax: _____

(Contractor Federal ID or Social Security #)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

The Org/Object for funds appropriation is: _____ / _____

By:

(Town Accountant Signature)

VIII. PROPOSAL DOCUMENTS

Technical Proposal- Proposal Submission Form (3 pages)

Price Proposal- Proposal Submission Form (1 page)

(FORMS FOLLOW THIS PAGE)

TECHNICAL PROPOSAL – PROPOSAL SUBMISSION FORM (PG1 OF 3)
IFB- FIBER OPTIC ENGINEER AND PROJECT MANAGER
TOWN OF LONGMEADOW, MA

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

Pursuant to M.G.L. Ch. 30b, s10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion 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 person submitting contract/bid

Date

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. Ch.62c, s49A, I hereby certify, under penalties of perjury that to my best knowledge and belief that the undersigned bidder has filed all state tax returns and paid all state taxes required by law.

*Social Security Number or
Federal Identification Number*

*Signature of Individual or
Corporate Name*

*Corporate Officer
(if applicable)*

ADDENDUM:

ACKNOWLEDGEMENT OF ADDENDA ISSUED (IF ANY) _____, _____, _____

TECHNICAL PROPOSAL – PROPOSAL SUBMISSION FORM (PG2 OF 3)
IFB- FIBER OPTIC ENGINEER AND PROJECT MANAGER
TOWN OF LONGMEADOW, MA

COMPANY NAME: _____

TECHNICAL PROPOSAL CONTENT & FORMAT:

Have you supplied the Technical Proposal with the content and format requested? **YES**____,**NO**____
Incomplete or vague content may affect the evaluation of the proposal.

The Technical Proposal format shall include:

- Completed ‘Technical Proposal Submission Forms’.
- Project Team: Provide brief resume(s) of Key Personnel or Engineer to be assigned to Longmeadow. Including reference to Massachusetts licenses and registrations/certifications and other requirements for fiber optic engineering in Massachusetts.
- Fiber Optic Experience: Provide a list of fiber optic construction projects completed by the proposer. Include the engineers name, description of the project, and complete contact information so the Town can perform reference checks and confirm experience.
- Project Approach: Describe the respondent’s approach to providing the level and nature of services required as evidenced by proposed project staffing for the Longmeadow Fiber Optic engineering and project management services. Address project management systems, effective information management and approaches taken to resolve issues that impact time and cost related to fiber optic construction and project management.

MINIMUM REQUIREMENTS AND COMPARATIVE EVALUATION CRITERIA:

Minimum Requirements:

Proposals received from those who do not meet the following Minimum Requirements will be rejected:

1. The proposed engineer and engineering firm shall have experience completing at minimum one fiber optic construction project where they provided both engineering and project management services.

The Proposer has completed at minimum one (1) fiber optic construction project?

YES____, NO____

If yes, provide a list of reference contacts and documentation of project descriptions.

2. The proposed engineer and engineering firm shall have experience working with Verizon and their engineering department with the fiber optic application process to complete at minimum one fiber optic construction project.

The Proposer has completed the fiber optic application process with Verizon on at minimum one (1) fiber optic project?

YES____, NO____

If yes, provide a list of reference contacts and documentation of project description.

TECHNICAL PROPOSAL – PROPOSAL SUBMISSION FORM (PG3 OF 3)
IFB- FIBER OPTIC ENGINEER AND PROJECT MANAGER
TOWN OF LONGMEADOW, MA

COMPANY NAME: _____

Comparative Evaluation Criteria:

Only those that meet all Minimum Requirement criteria will be considered for further evaluation and consideration for contract award. Those that meet the Minimum Requirements will be evaluated and scored on the following Evaluation Criteria. Each category will be assigned a point rating based on the evaluation of the committee which will be between 1 and 3 points:

1. The proposed engineer and engineering firm has provided fiber optic engineering and fiber optic project management services on the **completion** of the following number of fiber optic construction projects:
 - a. Three or more fiber optic construction projects (3 points)
 - b. Two fiber optic construction projects (2 points)
 - c. One fiber optic construction project (1 point)

SCORE: _____

2. The proposed engineer and engineering firm have experience working with Verizon engineering and have completed the following number of fiber option construction projects through Verizon specifically.
 - a. Three or more (3 points)
 - b. Two (2 points)
 - c. One (1 point)

SCORE: _____

3. The proposed engineer and engineering firm has documented experience provided fiber optic engineering and fiber optic project management services for the following number of completed years:
 - a. Five or more years (3 points)
 - b. Three to four years (2 points)
 - c. Less than three years (1 point)

SCORE: _____

4. The designated engineer proposed to be assigned to Longmeadow has a regional proximity to be on site upon short notice or as required for construction oversight and review. The engineer has a proximity to Longmeadow that is within the following number of miles:
 - a. Less than fifty miles (3 points)
 - b. Between fifty and one hundred miles (2 points)
 - c. More than one hundred miles (1 point)

OFFICE OR STAFF LOCATION: _____ SCORE: _____

The Proposer shall supply responses and document experience related to questions 1 through 4 from the Comparative Evaluation Criteria section. Has the information supporting the questions been supplied? YES ____, NO ____

PRICE PROPOSAL – PROPOSAL SUBMISSION FORM (PG1 OF 1)
IFB- FIBER OPTIC ENGINEER AND PROJECT MANAGER
TOWN OF LONGMEADOW, MA

COMPANY NAME: _____

DO NOT INCLUDE PRICING INFORMATION IN THE TECHNICAL PROPOSAL!

LUMP SUM FEE:

The Proposer shall supply a Lump Sum Fee for supplying fiber optic engineering services and project management services. The Lump Sum Fee shall be inclusive of all Scope of Work outlined in the Request for Proposal and sample contract for design services. The Lump Sum Fee shall be inclusive of all transportation expenses, mileage reimbursement, travel expenses, printing fees, mailing, postage, and other project related fees and charges, etc.

LUMP SUM FEE= \$ _____

Hourly rate for engineering services as needed, after the project is complete: \$ _____ **per hour**
(Not part of the evaluation)

PROPOSAL INFORMATION:

Company Name _____
Contact Name _____
Address _____

Phone _____
Fax _____
Email _____
Signature _____