

**REQUEST FOR QUALIFICATIONS (RFQ)**

**OWNERS PROJECT MANAGER  
FOR  
WESTCOMM RECC  
(Regional Emergency Communications Center)**

November 4, 2021

**WESTCOMM**  
(Western Massachusetts Emergency Communications District)

Qualifications Solicitation Process for WESTCOMM Facilitated by:

Town of Longmeadow  
Purchasing Department  
Chad Thompson, Procurement Manager  
[cthompson@longmeadow.org](mailto:cthompson@longmeadow.org)  
Phone: 413-565-4185

**LEGAL NOTICE:**

**REQUEST FOR QUALIFICATIONS (RFQ)  
Owners Project Manager for WESTCOMM RECC  
(Regional Emergency Communications Facility)**

WESTCOMM (Western Massachusetts Emergency Communications District) is soliciting qualifications for an Owners Project Manager (OPM) per M.G.L. c. 149, Sec. 44A ½, for the renovations and construction of the recently purchased property located at 645 Shawinigan Drive, Chicopee, MA for use as a Regional Emergency Communications Center (RECC). The OPM will provide continued owners project management services related to construction, and design development through final design services which may include schematic design, master plans, specifications, studies, surveys, soil test, cost estimating, construction bid documents, construction administration and construction monitoring phase services, construction close out, commissioning, etc. The negotiated fee for OPM services will be a negotiated fee not to exceed \$400,000.00.

WESTCOMM already solicited qualifications and awarded a contract a design service feasibility study (Phase I only) with Kaestle Boos Associates, Inc. As part of the RFQ for designer services, there is an option for WESTCOMM to negotiate with the same designer for final design services award (Phase II).

Request for Qualifications for OPM solicitation process is being facilitated on behalf of WESTCOMM through the Town of Longmeadow, Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, Phone: 413-565-4185 [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org) . RFQ Documents can be obtained online at no charge at [www.longmeadow.org](http://www.longmeadow.org) through the Purchasing Department page of the town website, select 'Bids & RFPs', then the link labeled 'Bid & RFP Finder' to access documents. Applicants are encouraged to register with the Longmeadow Purchasing Department to be added to the bidder list. Those that do not register will be responsible for monitoring the website bid listing service for the issuance of updates and addenda. Failure to acknowledge issued addenda may result in a proposal rejection.

Sealed proposal qualifications should be delivered to the Longmeadow Purchasing Department and will be received until the RFQ proposal deadline of **Thursday, December 2, 2021 at 1:30PM**. Late qualifications will be rejected. Immediately following the proposal qualification deadline there will be a remote only public logging facilitated through [www.zoom.com](http://www.zoom.com) . For access to the meeting by phone call 646-558-8656 , enter Meeting ID 884 7848 6015, and passcode 276928. For remote video access provided is the link <https://us02web.zoom.us/j/88478486015?pwd=bitvYXJMU052TG1xRE9zcTBPN1dsZz09> . The video will be recorded.

WESTCOMM acting through its Board of Directors, the Awarding Authority, reserves the right to reject any and all proposals, waive informalities, and to award a contract in the best interest of WESTCOMM.

**REQUEST FOR QUALIFICATIONS:  
Owners Project Manager for WESTCOMM RECC**

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## **I. OBJECTIVE:**

WESTCOMM (Western Massachusetts Emergency Communications District) is soliciting qualifications for an Owners Project Manager (OPM) per M.G.L. c. 149, Sec. 44A ½, for the renovations and construction of the recently purchased property located at 645 Shawinigan Drive, Chicopee, MA for use as a Regional Emergency Communications Center (RECC). The OPM will provide continued owners project management services related to construction, and design development through final design services which may include schematic design, master plans, specifications, studies, surveys, soil test, cost estimating, construction bid documents, construction administration and construction monitoring phase services, construction close out, commissioning, etc. The negotiated fee for OPM services will be a negotiated fee not to exceed \$400,000.00.

WESTCOMM already solicited qualifications and awarded a contract a design service feasibility study (Phase I only) with Kaestle Boos Associates, Inc. As part of the RFQ for designer services, there is an option for WESTCOMM to negotiate with the same designer for final design services award (Phase II).

Once an Owners Project Manager is under contract, WESTCOMM is interested in considering award with the same designer Kaestle Boos Associates, Inc., for the Phase II final design services. The fee for final design services for the architect as stated in the design services RFQ is a negotiated fee not to exceed ten percent of the estimated cost of construction for final design services.

The OPM will provide oversight and monitoring services during design phases, and construction phases through project closeout. The OPM will also work closely with the WESTCOMM Director and its building committee. The OPM will attend associated meetings some of which may be in the evening. All meetings, reports, mileage, travel expenses, printing, and associated expenses will be inclusive in the negotiated contract fee (not exceed \$400,000.00), and not billed as additional expenses.

## **II. REQUEST FOR PROPOSAL INSTRUCTIONS**

### **Proposal Instruction**

Request for Qualification (RFQ) documents for WESTCOMM is available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson- Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, Phone: 413-565-4185, [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org) . Proposal qualification documents can be obtained online at no charge at [www.longmeadow.org](http://www.longmeadow.org), select 'Government' from the toolbar, then select 'Purchasing', then 'Bids & RFPs', then 'Bid & RFP Finder' to access the proposal document. Bidders are encouraged to register with the Purchasing Department to be added to the bid list. Those that do not register will be responsible for monitoring the website for the issuance of updates and addenda. Failure to acknowledge issued addenda may result in a proposal rejection.

The requirements set forth in the RFP instructions shall become an integral part of a subsequent contractual arrangement.

### **Delivery of Proposals**

WESTCOMM Qualification submissions should be delivered to the Purchasing Department of the Town of Longmeadow, Attn: Chad Thompson – Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 and will be received until the request for qualifications proposal submission deadline of **Thursday, December 2, 2021 at 1:30PM**. Late qualifications will be rejected. Immediately following the proposal qualification deadline there will be a remote only public logging facilitated through [www.zoom.com](http://www.zoom.com) .Reference the legal notice for Zoom meeting access information. 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 '**RFQ- OPM FOR WESTCOMM RECC**'. The firms **Name & Address**

should also be on the envelope. *Include eight (8) copies of the proposal, and one (1) thumb drive containing a PDF copy of the proposal.*

Within a single envelope supply the following proposal content:

The proposal must contain a detailed description of how the consultant proposes to carry out the requirements set forth in the RFQ, including: a plan of services and a schedule for the completion of each task. The information submitted must include the following:

1. Statement of Project Understanding: A statement, in concise terms, that clearly discusses the consultant's understanding of the expectations of each participating community with detail on the scope of work to be completed for this project;
2. Company background with elaboration on applicable company experience to the feasibility study requirements. A company background statement which includes:
  - a. Full name, address and telephone number(s) of the firm and, if applicable, the branch office that will perform or assist in performing the contract work.
  - b. Corporations should indicate the state in which they are incorporated. If appropriate, note whether the firm is licensed to operate in Massachusetts, and
  - c. Names, addresses and telephone numbers of personnel authorized to negotiate the proposed contract.
3. Company Financial Stability and Past Performance: Provide documentation supporting the financial stability of the designer. Provide documentation of any debarment and removal/termination of contracts for the designer and proposed sub-consultants.
4. Plan of Service: Provide a detailed description of your understanding of the Scope of Work, as outlined in the RFQ. In this description, detail the approach that your firm will utilize and outline your firm's capabilities to complete the scope of work on time. A detailed breakdown of the tasks and methodology to be performed by the consultant, including specifics regarding the number of staff hours and other resources required, and the dates for attaining project milestones;
5. Staffing: Identification of each person responsible for directing the work to be performed under the contract. For each individual with identified responsibilities provide resumes. The consultant must include a statement of the percentage of each person's time that will be devoted to this project and a complete resume;
6. Project Experience:
  - a. Describe your firm's qualifications and experience related to owners project management as it relates to the construction of a regional emergency communications center.
  - b. Provide elaboration on specifically owners project management experience with regional emergency communications centers. At minimum include reference to these types of facilities from the past 3 years and include Massachusetts constructed facilities. For consistency in evaluation of proposals, WESTCOMM will be utilizing the DSB evaluation form for municipalities not under the jurisdiction of the DSB. Those submitting proposals must utilize these forms.
7. References: Include a complete list of all similar projects completed for public entities in the last 36 months with contact name, telephone number, email, and general description of project. Do not ear mark references, the WESTCOMM reserve the right to select from the list of ALL clients. In the event that WESTCOMM is not able to get in contact with the reference supplied within two attempts, WESTCOMM reserves the right to communicate and solicit reference feedback from a different contact within the public entity that is knowledgeable and familiar with the referenced project.

8. Utilize the Standard Designer Application form for Municipalities and Public Agencies not within DSB Jurisdiction.

All those submitting proposals are expected to utilize the Standard Designer Application form. The format of this application form will set the standard for consistence in the proposals content received and proposers should fill out the form taking into account Owners Project Manager experience and not necessarily designer experience if the proposer is not a designer. The requirements of the applicant will be based on the requirements of MGL c 149, section 44A ½(a). Fill out the application form as complete as possible. Section 3d, MA Registration is not required as long as the proposer meets the OPM Minimum Requirements.

**Briefing Conference Session:**

There will be no briefing session facilitated. Forward all questions to Chad Thompson, Procurement Manager by email no less than seven days before the RFQ proposal submission deadline. Questions received after the deadline for questions will not be answered.

**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 RFQ- Owners Project Manager for WESTCOMM”. 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 may be waived or the proposer may 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. No proposer shall withdraw their proposal within a period of ninety (90) days after the date set for the receipt of proposal qualifications.

**Questions**

All questions should be directed to the Purchasing Department for the Town of Longmeadow, Attn: Chad Thompson. Questions should be emailed to [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org). In order to keep feedback and responses consistent for all those preparing proposals, proposers should not contact other representatives from participating communities that are jointly involved in this collaborative procurement. Any alteration to the specifications and content of this RFQ will not be considered valid unless it is documented through addenda.

All questions must be submitted to the Longmeadow Purchasing Department and must be received no later than seven days before the proposal deadline. Questions received after the deadline for questions will not be answered.

**Assignment**

The successful consultant is prohibited from assigning, transferring, conveying or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or cooperation without prior written consent and approval by the WESTCOMM.

**Unexpected Closures**

If at the time of the scheduled proposal deadline, the Longmeadow Community House (735 Longmeadow Street) is closed due to uncontrolled events such as fire, snow, ice, wind, storm, catastrophe, building evacuation, etc., the proposal deadline for the delivery of proposal qualifications will be extended to the next regular business day at the same time and location posted in the request for qualifications document.

### III. SCOPE OF WORK

WESTCOMM is soliciting qualifications for an Owner's Project Manager (OPM) for a recently purchased facility so it can be renovated and converted into a Regional Emergency Communications Center (RECC). The facility is located at 645 Shawinigan Drive in Chicopee, Massachusetts, which was formerly an educational facility of Salter College. The OPM will represent WESTCOMM providing services and will be qualified as required under Massachusetts General Law c. 149, Section 44A1/2 (a).

Responsibilities of the selected firm or individual as Owner's Project Manager will involve management of all aspects of project planning, design, and construction activities of RECC renovation. The OPM will represent the best interests of WESTCOMM, independent from the architect and the construction general contractor. Major project elements include but are not limited to: predevelopment activities that involve planning, permitting, environmental remediation, cost estimating, cost allocation, site assembly activities; contractor prequalification; scheduling; oversight of the designer; oversight of the contractor during construction; project development activities that will involve final design and construction, clerk of the works, and through project close-out assistance.

All meetings, reports, mileage, travel expenses, printing, and associated expenses will be inclusive in the negotiated contract fee (not exceed \$400,000.00), and not billed as additional expenses.

The Owner's Project Manager will have the following primary responsibilities:

- Review and assist in the negotiation of contract for Phase II of the final design services contract with the Architect of choice. As stated in the Objective of the RFQ, WESTCOMM awarded a contract to Kaestle Boos Associates for Phase I services which included a feasibility study only. The completed study is available for review. WESTCOMM reserves the option to award a contract with the same designer for final design services if it is in WESTCOMM's interest to do so. WESTCOMM is interested in pursuing negotiations with the feasibility designer. The OPM will also review the detail of the proposed architect's contract terms and conditions previously supplied to proposing designers, and will assist with the final contract to be completed with the architect.
- Coordinate planning, financing and implementation activities on behalf of WESTCOMM.
- Assist with obtaining appropriate permits.
- Prepare documentation for public solicitation of contractor services in accordance with Massachusetts procurement policies and requirements. Provide critical objective analysis of bids and proposals and participate, as directed, in the selection of consultants/contractors. Recommend additional consultant services in accordance with State and local procurement and applicable regulatory requirements, as necessary or directed.
- During the Bidding Phase, work with WESTCOMM to review/comment on the set of final design drawings, specifications, bid documents, any addenda, bids/bid protests and recommendations from the Designer as to any award recommendations or rejections. This includes filed sub-bid subcontractors as well as general contractors.
- Ensure that building design and construction incorporates sound methodologies/components
- Review any needs analysis, project objectives, preliminary budgets, and preliminary schedule as provided by the Designer. Ensure that the Designer follows through on providing information which may be necessary to complete the design.
- Review the Designer's cost estimates at the completion of each major phase of the project (schematic design, design development, documents) and provide an opinion of probable costs.
- Any additional design input and review, cost and schedule control(s), logistical planning, construction observation.
- Provide on-site Clerk of the Works to oversee all aspects of the construction project as the WESTCOMM's representative.
- Maintain a construction log, including but not limited to recording any occurrence of construction work that might result in a claim for change in Contract Sum or Contract Time. It is expected that the OPM will regularly be on-site during the construction phase of the project.
- Develop a Project Management Plan (PMP) for the duration of the project. A timetable with milestones should be included in this PMP. It is expected that this document will be considered a "working document",

subject to revision as conditions warrant and approved by WESTCOMM. The OPM will be expected to meet the milestones of the project, and ensure that milestones are met by other contractors.

- Communicate with the appropriate public and private-sector project representatives, as directed.
- Assist WESTCOMM in public relations, including a couple of presentations at board meeting or other public meeting/gathering formats. This may involve meeting organization, keeping minutes and meeting with the community. These meetings may be on weekday evenings including building committee meetings.
- Coordinate with appropriate legal counsel in the preparation and execution of required legal documents to support the project development process.
- Assist WESTCOMM in maintaining and tracking project budgets and cost information.
- Conduct progress meetings as necessary or directed. Record, transcribe and distribute minutes of those meetings to all attendees and all other appropriate parties.
- Gather, review, and maintain all project planning and development data and records.
- Prepare reports, technical memorandums and written correspondence regarding project planning, development and progress matters, as necessary or directed.
- Monitor Contractor's certified payrolls.
- Implement procedures for the review and processing of applications by contractors and consultants for progress and final payments. Review contractor and consultant requests to ensure that all work being billed has been performed satisfactory. Recommend payment or denial of payment to WESTCOMM.
- Project Closeout Services may include but not be limited to punch list, substantial completion certification, certificate of occupancy, moving co-ordination and set-up, final completion, project completion certification, record documents, O & M manuals, warranties, instructions, project acceptance recommendation, monitoring status and completion of the punch list items.
- OPM shall be available for assistance to the WESTCOMM in any project related.

#### **IV. PROPOSAL EVALUATION**

##### **Minimum Requirements**

Each proposal MUST meet all of the following Minimum Requirements in order to be considered for further proposal evaluation. Proposals that do not meet the following experience and quality requirements will be rejected from further RFQ evaluation and consideration for contract award.

- The proposer must submit completed Proposal Submission Forms. A completed Certificate of Non-Collusion is a mandatory form.
- The law sets forth minimum qualifications standards for the OPM that require the OPM to be a registered architect or professional engineer having at least five (5) years of relevant experience in the construction and supervision of construction of buildings.

Or

In the event the OPM is not a registered architect or professional engineering they must have at least 7 years of relevant experience in the construction and supervision of construction of buildings.

Proposals that meet all minimum requirements shall be evaluated based on the responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failure to follow instructions, to meet criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive. All proposals shall be signed in ink by the proposer. If the proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation. All proposals shall be binding upon the proposer for a minimum period of ninety (90) calendar days following the opening of the proposals. All proposals and related materials submitted in response to the RFQ shall become the property of WESTCOMM and will not be returned to proposers unless WESTCOMM, at its sole discretion, determines otherwise.



### **Contract Award:**

Qualification submissions will be evaluated by a Review Committee. Proposals will be evaluated for Minimum Requirements. Those that meet the Minimum Requirements will then be evaluated and ranked on Comparative Criteria. Proposers that have the highest score will then be placed on a short list of recommended proposers. From this short list the Review Committee may select proposers to participate in an interview or may make contact for additional inquiries or questions. Finalists will then be ranked and evaluated. No award will be made to applicants or consultants debarred pursuant to M.G.L. c. 149, 44C.

WESTCOMM will then negotiate with the top ranked proposer the Review Committee recommends for contract award. If negotiations are unsuccessful with the top ranked proposer, then WESTCOMM reserves the right to not negotiate and award to the next advantageous proposer(s) until an award is made. WESTCOMM reserves the right to reject any and all proposals and to award a contract in its best interest.

### **Comparative Criteria**

Proposals that meet the minimum requirements will be evaluated by the Review Committee on the basis of proposal submission, qualifications, selection procedures, and other relevant criteria.

#### **1. GENERAL EXPERIENCE**

**Relevant experience of the OPM designer and proposed consultants in relation to the project scope of work.**

*Highly Advantageous:* The OPM designer and proposed consultant's relevant experience is considered to be above average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

*Advantageous:* The OPM designer and proposed consultant's relevant experience is considered to be average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

*Not Advantageous:* The OPM designer and proposed consultant's relevant experience is considered to be below average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

*Unacceptable:* The OPM designer and proposed consultant's relevant experience is considered to be poor to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

#### **2. OPM EXPERIENCE ON SIMILAR PROJECTS**

**Relevant experience of the OPM and proposed consultants with completed and significantly completed construction projects of similar function as a regional emergency communications center.. Relevant experience of the OPM will be considered as those that have had full OPM oversight with the construction of emergency communications facilities (RECC/ Police):**

*Highly Advantageous:* The OPM has four (4) or more significantly complete or completed similar projects.

*Advantageous:* The OPM has three (3) or more significantly complete or completed similar projects.

*Not Advantageous:* The OPM has two (2) or more significantly complete or completed similar projects.

*Unacceptable:* The OPM has one (1) or no significantly complete or completed projects.

### 3. STAFF EXPERIENCE AND QUALIFICATIONS

**Relevant capability and experience of proposed project staff in relation to the OPM Scope of Services required:**

*Highly Advantageous:* The proposer's professional staff experience and staff qualifications are considered to be above average based on the opinion of the review committee.

*Advantageous:* The proposer's professional staff experience and staff qualifications are considered to be average based on the opinion of the review committee.

*Not Advantageous:* The proposer's professional staff experience and staff qualifications are considered to be below average based on the opinion of the review committee.

*Unacceptable:* The proposer's professional staff does not have the experience and qualifications based on the opinion of the review committee.

### 4. QUALITY OF REFERENCES

**Evaluation of a reference's feedback regarding similar type of OPM scope of work and timely delivery of services performed for a reference organization.**

*Highly Advantageous:* All selected references checked confirmed that their OPM scope of work was completed to the references satisfaction and completed on time.

*Advantageous:* One of the selected references checked confirmed that their OPM scope of work was not completed to the references satisfaction or was not completed on time.

*Not Advantageous:* Two of the selected references checked confirmed that their OPM scope of work was not completed to the references satisfaction or was not completed on time.

*Unacceptable:* Three or more of the selected references checked confirmed that their OPM scope of work was not completed to the references satisfaction or was not completed on time.

**Proposals will be rated on these criteria as follows:**

<b>Highly Advantageous</b>	<b>3 Points</b>
<b>Advantageous</b>	<b>2 Points</b>
<b>Not Acceptable</b>	<b>1 Point</b>
<b>Unacceptable</b>	<b>0 Points</b>

## V. AGREEMENT CONTRACT TERMS AND CONDITIONS

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The following provisions shall constitute an Agreement with an Effective Date of \_\_\_\_\_, 2021 between WESTCOMM (Western Massachusetts Emergency Communications District) with an address of \_\_\_\_\_ Chicopee, MA 01106 herein referred to as the 'WESTCOMM'; and \_\_\_TBD\_\_\_ with an address of \_\_\_TBD\_\_\_, herein referred to as the 'Contractor', in consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF SERVICE:**

The Contractor shall provide Owners Project Management services and supplies in accordance with the specifications contained in [Attachment A: Request for Qualifications: Owners Project Manager \(OPM\) for WESTCOMM RECC dated November 4, 2021; and... \(if any\)](#)

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete OPM services per Request For Qualification specifications to be completed upon closeout of estimate construction completion date, \_\_\_\_\_TBD\_\_\_. It is expressly agreed between the Contractor and the WESTCOMM that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the Scope of Work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial Completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages after the Substantial Completion Date, the amount of liquidated damages shall be \$100.00 per day following the Substantial Completion Date.

### **ARTICLE 3: COMPENSATION:**

WESTCOMM shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$ TBD, in accordance with the provisions of the specifications, or as set forth in an attachment hereto in [Attachment B](#), the price proposal.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to WESTCOMM shall govern.

### **ARTICLE 5: CONTRACT TERMINATION:**

WESTCOMM may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by WESTCOMM that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the WESTCOMM, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse WESTCOMM for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of WESTCOMM.

**ARTICLE 10: LIABILITY INSURANCE:**

Supply professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whom 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. The designer shall at its own expense and shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.

**ARTICLE 11: ANTICIPATED ADDITIONAL WORK:**

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, or reasonably determined by the individual responsible for administering the design contract.

**ARTICLE 12: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the WESTCOMM and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind WESTCOMM. Additionally, all amendments and changes shall be approved by the WESTCOMM prior to execution by its awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 13: OWNERS PROJECT MANAGER:**

In accordance with Massachusetts General Law, Chapter 149, Section 44A1/2, the OPM will act as an authorized representative for WESTCOmm by providing advice and consultation with respect to the planning, management and implementation of the project.

## VI. PROPOSAL SUBMISSION FORMS

### REQUEST FOR QUALIFICATIONS:

#### Owners Project Manager for WESTCOMM RECC

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

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#### **Minimum Requirements**

Each proposal MUST meet all of the following Minimum Requirements in order to be considered for further proposal evaluation. **Does the Proposer fulfill each of the following Minimum Requirements?**

1) The proposer must submit completed Proposal Submission Forms. A completed Certificate of Non-Collusion is a mandatory form.

Yes \_\_\_\_\_, No \_\_\_\_\_

2) The law sets forth minimum qualifications standards for the OPM that require the OPM to be a registered architect or professional engineer having at least five (5) years of relevant experience in the construction and supervision of construction of buildings.

Or

In the event the OPM is not a registered architect or professional engineering they must have at least 7 years of relevant experience in the construction and supervision of construction of buildings.

Yes \_\_\_\_\_, No \_\_\_\_\_

REQUEST FOR QUALIFICATIONS:

Owners Project Manager for WESTCOMM RECC

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**Contact Information:**

Company Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel. & Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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**ADDENDA:**

I acknowledge receipt of the following Addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Title*

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**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. The undersigned certifies under the penalties of perjury that this bid or bid 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 person submitting contract/bid

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Business

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**REQUEST FOR QUALIFICATIONS:  
Owners Project Manager for WESTCOMM  
RECC**

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

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**CERTIFICATE OF TAX COMPLIANCE**

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

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*Social Security Number or  
Federal Identification Number*

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*Signature of Individual or  
Corporate Name*

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*Corporate  
Officer       if  
applicable*



## **VII. KAESTLE BOOS ASSOCIATES, INC. FEASIBILITY STUDY**

WESTCOMM  
Regional Emergency Communications Center  
Facility Study Report  
Chicopee, Massachusetts  
August 12, 2021

**EMAIL [CTHOMPSON@LONGMEADOW.ORG](mailto:CTHOMPSON@LONGMEADOW.ORG) TO REQUEST THE DOCUMENT IF YOU DON'T HAVE IT.**

## **VIII. PROPOSAL SUBMISSION FORM**

Standard Designer Application Form for Municipalities and Public Agencies not within DSB  
Jurisdiction (Updated July 2016)