

**Town of Canton
Canton Public Schools
960 Washington Street
Canton, MA 02021
(781) 821-5060**



Request for Qualifications

#24-020D

Design Engineer for HVAC Upgrades

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PROCUREMENT IN BRIEF	
Title	Design Engineer: HVAC Upgrades
Solicitation Number	#24-020-D
Project Address	Canton Public Schools, Canton MA
Contracting Department	Public School Department
Procurement Issue Date	August 16, 2023
Informational Meeting Date and Time	Thursday August 24, 2023 at 10:00am
Informational Meeting Location	Hansen Elementary School(25 Pecunit St, Canton, MA)
Last day for questions, via email	Thursday September 7, 2023 at 1:00pm
Due Date and Time, via email	Tuesday September 12, 2023 @ 1:00pm
Point of Contact	All information with respect to this solicitation shall be directed through the Stephen Marshall of Canton Public Schools including questions, clarifications, or observations. Interested firms shall not contact any Town employee, agent, official, department, department head, or agent with regards to this solicitation. Doing so may lead to disqualification.
Governing Procurement Law	c. 7 §§ 44-58
Number of Copies Required	Submit one (1) electronic submission to marshalls@cantonma.org
Assembly of Submittal	Package shall not exceed 50 single pages, including resumes. Required forms may constitute additional pages and shall be submitted with the qualifications package.
Opening of Qualifications Packages	Packages will not be publicly opened; a register of proposers will be posted to the CPS website by end of next business day after the opening.
Contract Award	The Town and Canton Public Schools (“CPS”) plan to select a firm through a “Quality Based Selection Process” utilizing a combination of written submittal evaluation and interview process in accordance with c.7 §§ 44-58.

One (1) electronic signed original qualifications package shall be emailed to:

“Canton Public Schools - Designer Submissions”
Town of Canton/Canton Public Schools
Stephen Marshall,
Assistant Superintendent Finance & Operations
marshalls@cantonma.org

REQUEST FOR QUALIFICATIONS

TOWN OF CANTON and CANTON PUBLIC SCHOOLS (“CPS”)
#24-020-D: Design: HVAC Upgrades

MGL c. 7, §§ 44-58, Request for Qualifications

The Town of Canton Building Renovations Committee invites qualification submittals for design and construction administration for: HVAC Upgrades at the Canton Public Schools (John F. Kennedy Elementary School & Lt. Peter M. Hansen Elementary School).

Qualifications packages will be available **Wednesday August 16, 2023** and Qualifications received until **Tuesday September 12, 2023 at 1:00pm** by the Stephen Marshall, via email at marshalls@cantonma.org. Packages will not be publicly opened; however, a register of proposers will be posted to the CPS Website by end of next business day after the opening.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 7 §§ 44-58, and any resulting contract will be strictly awarded in accordance with the requirements of the solicitation. The Town and Canton Public Schools reserve the right to reject any or all submittals and to waive all informalities not involving cost, time, or changes in the scope of work.

Specifications, Terms and Conditions and Forms may be obtained via CPS website at www.cantonma.org under **Current Bids**. Complete sets of documents shall be used in preparing qualifications packages; the Town/CPS does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents or for modifications to the documents including electronic conversion.

An optional informational meeting and multi-site visit will be held on **Thursday August 24, 2023 at 10:00am** for this HVAC Project starting at Hansen Elementary School. Questions and clarifications shall be submitted in writing to Stephen Marshall at marshalls@cantonma.org no later than **Thursday September 7, 2023 at 1:00pm**. Proposers shall examine all information and materials contained in and with this solicitation. Failure to do so shall be at the proposer’s risk.

Stephen Marshall
Assistant Superintendent/Finance & Operations
Canton Public Schools

Notice published in Central Register, Canton Citizen, and the CPS Website.

SUBMITTAL REQUIREMENTS

GENERAL INSTRUCTIONS

1. The Town of Canton/Canton Public Schools (“CPS”) may cancel this solicitation, in whole or in part, or may reject all submittals, or may procure only some of the services outlined whenever such action is determined to be fiscally advantageous to the Town of Canton/Canton Public Schools, or if it is otherwise in the best interest of the Town of Canton/Canton Public Schools.
2. The Town of Canton/Canton Public Schools may request that supplementary information be furnished to assure the Town of Canton/Canton Public Schools that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the Town of Canton/Canton Public Schools and must be completed in their entirety.
4. Proposers may correct, modify or withdraw the original submittals on or before the date and time stated in the legal advertisement. Corrections or modifications shall be emailed to Stephen Marshall, marshalls@cantonma.org clearly marked to indicate the email’s contents, with the name and address of the proposer. Any late correction or modification to the submittal will not be accepted. A proposer who wishes to withdraw a submittal must make a request in writing.
5. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her submittal.
6. It is understood that the submittal to the Town of Canton/Canton Public Schools will remain valid until execution of the contract. The successful submittal shall be attached thereto and become a part of the contract between the Town of Canton/Canton Public Schools and the chosen proposer.
7. The proposer’s attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over these services shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full.
8. All costs involved in preparing the submittal will be borne by the proposer; the Town of Canton/Canton Public Schools will not be liable for any costs associated with the creation of the submittal.
9. Submittals which are incomplete, conditional or obscure, will be rejected. No award will be made to any firm who cannot satisfy the Awarding Authority that there is sufficient ability to enable the proposer to meet the requirements of these specifications. The Awarding Authority’s decision or judgment on these matters shall be final, conclusive and binding.
10. Response to this solicitation acknowledges acceptance of all sections and requirements of this document. If the proposer’s submittal does not comply with the requirements of this solicitation, or if an item is not understood in any way, a copy of that section of the solicitation must then be included in the submittal and all its copies must clearly state the deviation, additions, or other comments.
11. Complete sets of solicitation documents shall be used in preparing submittal; the Town of Canton/Canton Public Schools does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents, documents provided by third parties, or for modifications to the documents not made by official addenda, including electronic conversion.

Informational Meeting and Site Visit

Potential proposers are requested to attend an informational meeting and site visit Thursday August 24, 2023. A listing of attendees will be kept. This is not a mandatory meeting. Interested firm representatives shall attend a meeting beginning at 10:00am at Lt. Peter M. Hansen Elementary and check in at the front desk.

Questions and Clarifications

1. Proposers shall promptly raise the issue of any ambiguity, inconsistency or error they discover upon examination of the documents, the work site, or any other conditions which apply to the work.
2. Questions requiring clarification and all other inquiries shall be submitted in writing to Stephen Marshall only, prior to the deadline stated in the General Requirements and Specifications, in order to afford the Town of Canton/Canton Public Schools adequate time to respond prior to the deadline for submission of submittals. Should it be found necessary, a written addendum will be incorporated into the solicitation and will become part of the contract.
3. Proposer shall acknowledge receipt of any and all addendum issued by including a statement in the submittal cover letter. Failure to do so shall be cause to reject the submittal as unresponsive.
4. Questions that may be asked during any informational meeting should also be sent in writing in order to receive an official response.
5. Proposers should note that oral communications are not binding on the Town of Canton/Canton Public Schools and only written responses by the Town of Canton/Canton Public Schools will be considered.
6. Questions received after the due date will not be responded to unless the Town of Canton/Canton Public Schools determines it necessary.

Submittal Instructions

1. Submit via email, one file clearly labeled with the name and address of the proposer, the solicitation number and title, and the due date and time. Submittal must be received per the time frame outlined in the solicitation. Town of Canton/Canton Public Schools are not responsible for submissions not received by the deadline.
2. Submittals shall be delivered to the Stephen Marshall at marshalls@cantonma.org by or before Tuesday September 12, 2023 at 1:00pm.
3. Submittal shall include all required forms supplied by the Town of Canton/Canton Public Schools, and shall be signed as indicated. Any and all addenda shall be acknowledged with the submittal.

Opening of Submittals

Submittals will be opened after the due date/time by Canton Public Schools. This is not a public opening. While packages will not be publicly opened, a register of proposers will be posted to the CPS website by end of next business day after the opening.

Late Responses

If a submittal is late, it will be rejected as non-responsive, and the person submitting the Qualifications Proposal will be notified as such. Should a submittal be received via USPS/UPS/FedEx or any other courier service, it shall be refused upon attempted delivery. If mailed, it shall be returned unopened.

Proposers may contact Stephen Marshall (781-821-5060 x1245 or marshalls@cantonma.org) to confirm submission was successfully received by deadline.

Protests

Any designer, vendor or contractor intending to protest an award is instructed to do so by submitting, in writing, specific contentions. All correspondence in this regard must be directed to the Chief Procurement Officer, who will confer with legal counsel and determine the basis for the protest. CPS will respond in writing within ten (10) days of receipt of the protest.

Monitoring

On a regular basis, proposer will be monitored for performance. The firm will be notified if there are any issues associated with the service provided. In light of serious infractions, illegal activities, or potential harm to the environment, the Town will have the authority to cease any and all operations at any time.

DETAILED INSTRUCTIONS

Rule for Award

The Town of Canton/Canton Public Schools to select a firm through a “Quality Based Selection Process” utilizing a combination of written submittal evaluation and interview process in accordance with c.7 §§ 44-58.

Response Format

Proposers shall provide their response in a resume format listing education, professional licensure, experience, unique training, or additional education that relates to the qualification in a clear and concise format, per Exhibit D – Standard Designer Application Forms.

Proposers shall include resumes, experience, and qualifications of any proposed consultants that would be utilized by the proposer in performance of the contract.

Requirements for Content of Response

Cover letter shall be a maximum of two pages in length and include:

- Summarize what respondent’s firm offers that is unique from others in the field.
 - Acknowledgement that the responder understands the scope and requirements
 - Acknowledgement of any Addenda issued to the RFQ
 - Acknowledgement of the contract terms and conditions; Respondent shall specifically note any exceptions to the Standard Contract in its cover letter
 - Statement regarding compliance with minimum requirements
 - Statement regarding responses to evaluation criteria
 - Description of respondent’s organization and history
 - Description of respondent’s approach and ability to perform the work required
 - The signature of an individual authorized to negotiate and execute the Contract for Design Services, in the form that is attached to the RFQ, on behalf of the Respondent.
 - The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information
1. Proposer must demonstrate experience on past work is comparable in type and complexity to the work being solicited.
 2. Professional registration of Engineers and Architects is required on this project.
 3. The Proposer shall demonstrate that at least one member of the Prime Consultant project team holds MCPPO Certification.

4. The name(s) of the proposer's key individual who will be performing the functions of the designer must be submitted along with their resume(s) and professional registration(s). The individuals listed shall attend the interview.
5. Provide at least five (5) references with contact phone numbers from other municipal projects similar in scope, magnitude, and cost. Each of the projects referenced in proposer's submittal shall include:
 - a) Municipality, contact name and contact information (including email address)
 - b) Brief narrative of the project
 - c) The original timeline and where the project came in on said timeline (early, late, in progress)
 - d) Original appropriation for the project and where the project came in (under-budget, over-budget, additional appropriation needed due to unforeseen circumstances)

CORI Policy

Massachusetts General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on consultants, contractors, subcontractors, or laborers commissioned to do work on certain municipal projects. Contractors shall comply with CORI policies by providing CORI forms for all employees to be working on site, when required by the Town.

Proposer's Representation

Proposers represent and warrant that they have examined the contract documents, that proposer is familiar with the conditions under which the work is to be performed, that proposer has correlated observations with requirements of the contract documents, and that where the contract documents require a given result to be produced, the contract documents are adequate, and the proposer will produce required results and that the submittal is made in accordance therewith.

Tax Status

All those doing business with the Town will be required to certify under the penalties of perjury, pursuant to Massachusetts General Laws Chapter 62C, Section 49A, that to the best of their knowledge and belief, they have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Appropriation of Funds

All contract obligations on behalf of the Town are subject to prior appropriation to cover the full extent of the contract.

TECHNICAL OVERVIEW AND SCOPE OF SERVICES

Introduction

The Town of Canton and Canton Public Schools have identified HVAC Upgrades in two of its school buildings (Hansen Elementary and JFK Elementary) to ensure the ongoing use, safety, longevity, and energy efficiency in these buildings. The HVAC Upgrades project includes updating/replacing the aged and outdated heating/vent systems in classrooms at both schools. It may be determined that multiple bid packages, up to 2, would be appropriate for this improvement project contract.

The following building issues to be addressed in this RFQ, include but are not limited to:

- Demolition and/or removal of existing HVAC systems including unit ventilators, exhaust fans, associated equipment and controls.
- Potential hazardous materials abatement related to existing systems.
- After existing system evaluation, review the most energy efficient replacement options with the Town/CPS; may or may not be replacing in-kind
- Replacement of pumps, unit ventilators, exhaust fans, pneumatic and electronic automatic temperature controls, pipe insulation.
- Interior finishes repairs following HVAC work.
- Work with CPS to review scope and cost of work relative to 30% assessed value rule and be prepared make recommendations on how to proceed within project scope.

Requirements to Qualify

The Town shall reject Submissions which do not meet the following minimum requirements:

1. Response shall be accompanied by completed Federal Contract Supplement and Required Forms
2. The firm and its sub-consultants must include the following disciplines with registered licenses in Massachusetts, as applicable:
 - MEPFP Engineering
 - Architecture
 - Structural Engineering
 - Civil Engineering

- Hazardous Materials
 - Cost Estimating
3. Project Directors must be registered as a Professional Engineer or an Architect and have a minimum of five (5) years' experience in design and construction administration of public buildings in Massachusetts and bidding under MGL c. 149.
 4. The firm must have thorough knowledge of the Massachusetts State Building Code, Stretch Code, regulations of the Architectural Access Board, and the Americans with Disability Act.
 5. The Designer shall retain the services of a Massachusetts licensed asbestos consultant to perform asbestos and other hazardous materials sampling, design, construction monitoring and air sampling services. The selected asbestos consultant must have licensed personnel to perform all required services part of this RFQ.
 6. Responses must include a list of all public projects (including contact information) in Massachusetts for which the applicant has entered into an agreement or contract for services within the past three (3) years.
 7. Not be debarred under M.G.L., chapter 149, section 44C, or disqualified under M.G.L., chapter 7, sections 38E and/or 38H.

A. Entire Project – All Phases

1. Maintain familiarity with the project throughout the term of the contract and/or project.
2. Create a communication plan, and communicate with invested parties regularly.
3. Meet with Town/CPS designee or department head and any other stakeholder(s) as necessary to maintain communication and progress on the project. "Meetings" shall be in whatever format the Town/CPS deems appropriate for the circumstances.
4. Maintain complete project file. All files must also be maintained electronically and be readily available to the Town/CPS. Project file, at a minimum, shall include agreements, performance bonds, payment bonds, certificates of insurance, licenses, approvals, correspondence, wage information, payment records drawings, change orders, minutes, and daily reports. Ownership of all documents is maintained by the Town/CPS.
5. Maintain all records as required by MGL and Public Records Retention Schedule.
6. Coordinate with the Town/CPS to contract with any required sub-consultant(s), whether that be a direct hire by the Town/CPS, or a sub-consultant hired and managed by the design firm.

B. Design Phase

1. Develop various levels of design including drawings, specifications, cost estimates, and schedules.
2. Perform construction risk assessment, mitigation planning, and site logistics planning.
3. Communicate, coordinate, and meet with Town/Canton Public Schools as requested.
4. Manage and coordinate design team and subconsultants as required to maintain design schedule.
5. Analyze programming and user information.
6. Perform code analysis and make recommendations to the Town/CPS.
7. Coordinate with and apply for permits and approvals from Town departments/boards/committees.

8. Recommend and assist Town/CPS in selection of furnishings, finishes, equipment, and products.
9. Monitor overall budget and cost within appropriations in cooperation with OPM.
10. Provide professional cost estimates at end of Schematic Design and 60% Construction Documents
11. Provide operations and maintenance plans.
12. Provide commissioning plans.

C. Procurement Phase

1. Development of design documents and specifications (construction documents)
2. Finalize construction documents to be used for bidding purposes.
3. Revise construction documents as necessary.
4. Assist and participate with the Town/CPS in filed sub-bid process.
5. Assist and participate with the Town/CPS in contractor bid process.
6. Respond to questions from potential bidders and create addenda as required.
7. Attend pre-submittal and pre-bid meetings and walkthroughs.
8. Advise and partner with Town/CPS with respect to any potential or filed bid protests.
9. Assist the Town/CPS in evaluating bid responses.
10. Assist the Town/CPS in executing a final contract for filed sub-bids, trades, and contractors.

D. Construction Phase

1. Participate in project meetings and facilitate problem-solving and communications between the Town/CPS and project partners.
2. Provide oversight, implementation, and expediting of the construction submittal process to ensure compliance with project requirements.
3. Identify and facilitate the resolution of required information or selection of products.
4. Evaluate contractor's baseline schedule and submittals.
5. Oversee the RFI process and take actions necessary to communicate responses and resolve issues.
6. Provide detailed review and evaluation of contract request for change orders.
7. Conduct site visits and issue field reports on a regular basis for both design team and sub consultants.
8. Review and monitor work in place for quality and consistency with design intent.
9. Review and approve monthly contractor applications for payment and contract change orders.
10. Coordinate materials testing services, review construction means and methods quality, and facilitate resolution of issues and problems related to the project/schedule/site, in cooperation with CPS.
11. Record, manage, distribute Meeting Minutes.

E. Project Closeout and Post-Construction Phase

1. Review and act upon any provided list from the contractor identifying incomplete or unsatisfactory items and issue a schedule for their completion.
2. Conduct inspections to determine whether the work or designated portion thereof is substantially complete, prepare any resultant punch list, and assist to expedite the completion of work in accordance with project schedule.
3. Following Designer's Issuance of a Certificate of Substantial Completion for the work or designated portion thereof, perform inspection for correction and completion of the remaining work.

4. Work with Town/CPS and contractor to procure utilities; and observe the contractor's final testing, flushing, commissioning and start-up of utilities, operational systems and equipment.
5. Review warranty documents, owner's manuals, and operations and maintenance manuals to ensure compliance with specifications.
6. Assist Town/CPS with contractor evaluation.
7. Assist Town/CPS with post-project evaluation.
8. Deliver one complete set of project files, including all required documents, to the Town/CPS in an inventoried, organized format approved by the Town, suitable for immediate use. All records available in electronic format should be provided to the Town/CPS in that format for permanent record-keeping.

F. Extra Services

Extra Services are those services requested by the Town/CPS but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Town/CPS.

1. The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Town/CPS in writing prior to the performance of any Extra Services.
2. Cost proposals for Extra Services shall be computed in accordance with the rates established in proposers approved rate schedule.
3. Unless specifically prohibited elsewhere and with the prior written Approval of the Town/CPS, the firm shall perform any of the following services as Extra Services:
 - a. Preparing special studies, reports, or applications at the written direction of the Town/CPS, other than those specifically required herein as part of Basic Services;
 - b. Assisting in the appeals process of permitting boards or commissions;
 - c. Rebidding, re-solicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the design firm, in which events such rebidding shall be deemed part of Basic Services;
 - d. Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the design firm;
 - e. Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;
 - f. Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
 - g. Assisting the Town/CPS in litigation, claims resolution or non-binding mediation arising out of the construction contract, provided such litigation or claims did not arise due to the fault of the design firm; and

- h. Providing other services requested by the Town/CPS that are not included as Basic Services pursuant to this Contract.
4. Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, and date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule.

G. Reimbursable Expenses

1. For coordination and responsibility for the work described in this section, the firm shall be reimbursed actual costs and those of its sub-consultants, supported by invoices or receipts for only the following expenses: filing fees, and permit fees that are normally paid by the Town, printing of progress sets during the design phase, and professional estimates as set out herein.
2. The firm may request specially authorized reimbursement deemed essential by the Town/CPS, in the Town/Public School Department's sole discretion, in writing.
3. Non-Reimbursable Items: The Town/CPS shall not reimburse the firm or its sub-consultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this RFQ.
4. The firm shall not be entitled to compensation under this Article for services of sub-consultants hired to perform Basic Services under this RFQ.

SELECTION, AWARD, AND FEE NEGOTIATIONS

Selection Procedures

1. The Town/CPS will evaluate the written submittals taking into account all available information, including but not limited to: the scope of work; project specific criteria; reference information; project specific information; performance of applicants on previous public and private work; and the information contained in the firm's application. The evaluation group will then choose up to three (3) firms; however the Town retains the right to re-advertise for additional firms at its own discretion. The Town decision on this matter is final, conclusive, and binding.
2. The Town/CPS will invite the finalists for a presentation and interview.
3. A fee proposal will be requested following the selection of a firm, and fee negotiations will take place. The fee proposal shall include staff to be dedicated to the contract, their hourly rate, and any reimbursable fees. Overhead for sub-consultants must be included in the fee proposal.
4. The Town of Canton and Canton Public Schools reserve the right to award the contract to the selected firm, and the Town/CPS decision or judgment on these matters shall be final, conclusive and binding.

Award and Contract

1. The Town shall reject submittals which do not meet the minimum requirements.
2. Submittals will first be evaluated for timely receipt and responsiveness. Those submittals that are received on time and meet the minimum criteria will be ranked according to the evaluation criteria.
3. Prior to award, the Town/CPS will also conduct reference checks, which may include direct contact with provided references, database searches, independent reviews, and first-hand experience of the Town/CPS where applicable.
4. The Town/CPS may require a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a proposer's financial stability. The Town/CPS shall make the request to the proposer and allow five (5) business days to comply.
5. This RFQ, any addenda, and the respondent's submittal will become part of the executed contract. Key personnel identified by the respondent must be contractually committed for the Project. No substitute of personnel or change in sub-consultants shall be allowed without prior written approval of the Town/CPS.

Contract Execution

1. Proposers are expected to review the sample contract (Exhibit A). Unless otherwise noted by the Town/CPS, the terms and conditions contained therein are not negotiable.
2. Once the highest ranking proposer has been identified as eligible for a contract, the CPO will draft the final contract. The first signature on any contract shall be the proposer's signature.

3. A contract packet will be considered complete when returned from the proposer with all required documents, which may include insurance certificates and approved fee schedules. If any component is missing, the CPO will notify the proposer.
4. The Assistant Superintendent of Finance & Operations shall be the immediate point of contact for the Design Team after the contract for design services has been executed.

Minimum Qualifications and Requirements

1. In order to be eligible for selection, the respondent must meet certain minimum requirements. Respondents who fail to demonstrate the ability to meet the minimum criteria will not be considered.
2. Response shall be accompanied by completed Federal Contract Supplement and Required Forms (Bid Form I)
3. The firm shall be experienced with Massachusetts Public Procurement and Construction Laws and Procedures with at least one member of the Prime Consultant project team holding MCPPO (Massachusetts Certified Public Purchasing Official) designation.
4. The firm must have thorough knowledge of the Massachusetts State Building Code, Stretch Code, regulations of the Architectural Access Board, and the Americans with Disability Act. Firm must have familiarity or experience with: “green” construction; energy efficiency and generation; hazardous materials testing and abatement; building construction and site work; civil, structural, MEPFP engineering; interior finish work; and public school projects.
5. Responses must include a list of all public projects (including contact information) in Massachusetts for which the applicant has entered into an agreement or contract for services within the past three (3) years.

Staffing Requirements

1. The Proposer must set forth the staffing to be utilized for this service. Resumes must include education, relevant past experiences, qualifications, licenses, and any other pertinent information that will assist in making the selection.
2. Proposer shall include resumes, experience, and qualifications of any proposed consultants that would be utilized by the Proposer in the performance of this contract.
3. Staffing will be subject to the approval of the Town and Canton Public Schools.

Comparative Evaluation Criteria

In addition to the minimum requirements set forth above, all respondents must demonstrate that they have significant experience, knowledge, and abilities with respect to public construction projects, and with these types of Public School Department projects in particular.

Respond to each of the following criteria in a clearly labeled section of your response, in the same order.

The Town will evaluate responses based on criteria that shall include, but not be limited to:

1. Ability to perform all aspects of the contract, including such concerns and expertise needed in: project management; planning; environmental evaluations; financial analysis; proposal design; value management; construction procurement and management; interior aesthetics; MEPFP, structural and civil engineering.
2. Recent similar experience with contracts of similar size and scope.
3. Key personnel's professional qualifications, background, caliber and availability.
4. Current and anticipated workload.
5. Demonstrated ability to meet schedules or deadlines.
6. Capability to work with owners, designers and construction contractors to ensure completed projects without having major cost and time escalations or overruns.
7. Quality of Projects previously undertaken.
8. Knowledge of Commonwealth construction procurement laws, regulations, policies, and procedures, particularly as they pertain to municipal and school building projects.
9. Degree of interest shown in contract.
10. Capability to incorporate and blend technical, aesthetic and design concepts, while accomplishing basic requirements for functionality, safety, public and efficiency needs.

References

1. Proposers will be evaluated based upon the answers to questions posed in verbal and written reference checks. In addition to routine questions, some potential questions may include:
2. Was work performed in accordance with the terms of the written Agreement? If not, where were there deviations?
3. Did the proposer's qualifications meet up with the expected standards for the work performed?
4. How would you describe the working relationship between the Proposer and Town officials and/or lead

members of the contracting body?

5. Overall, on a scale of one to ten, how would you rate the proposer's performance?
6. Would you retain this proposer's services on future projects?

Interview and Other Criteria

At the discretion of the Town, an interview may be required prior to award of the contract. This interview will be used to further enhance the selection process. Proposers should be prepared to meet as indicated in the project schedule.

The Town reserves the right to consider any other relevant criteria it may deem appropriate, within its sole discretion, and any other relevant criteria as the Town may request. The Town may also seek additional information from respondents.

Schedule

Procurement Issue Date:	Wednesday August 16, 2023
Pre-bid meeting/site visit:	Thursday August, 2024 at 10:00am starting at Hansen Elementary
Last Day for Questions:	Thursday September 7, 2023
Due Date and Time:	Tuesday September 12, 2023
Interviews:	Week of September 18, 2023
Fee Negotiation with Selected Firm:	Week of September 25, 2023
Contract Execution:	By October 13, 2023

Exhibit

**BID FORM I
BID CHECKLIST
Town of Canton
Canton School Committee**

Company Name: _____

- Bidder hereby acknowledges receipt of all addenda, if any:
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

- Bidder has completed, signed, and enclosed **Standard Designer Application Form**

- Bidder has completed, signed, and enclosed **Bid Form IV, Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion**

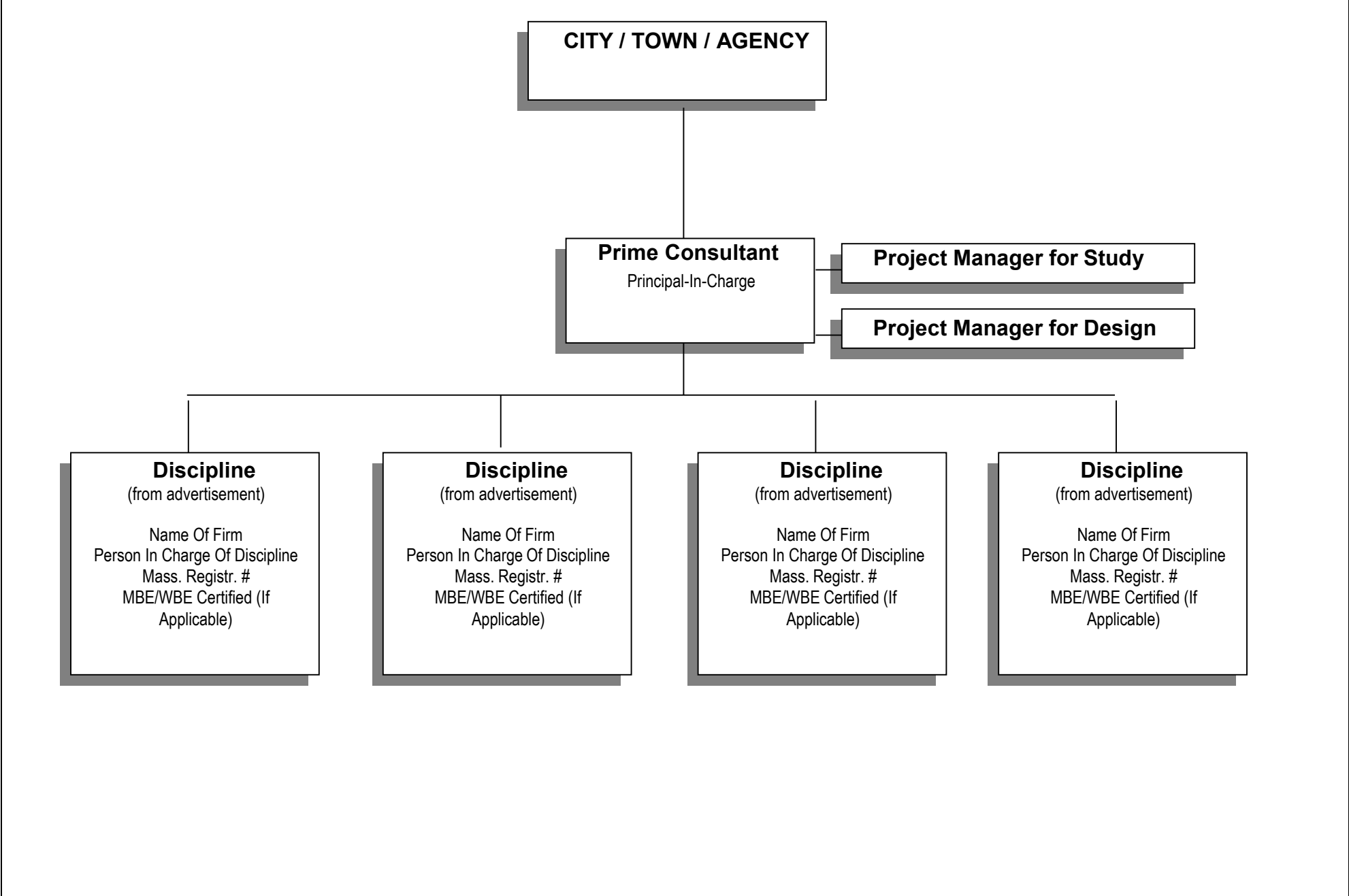
- Bidder has completed, signed, and enclosed **Bid Form V, Certificate of Corporate Vote.**

- Bidder has reviewed the form of Contract to be executed for the **Design Engineer for HVAC Upgrades**

- Bidder has completed the **W-9 form found in Attachment III, "Request for Taxpayer Identification Number and Certification.**

THIS FORM MUST BE FILED WITH BID SUBMISSION

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



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

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

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

Sub-Consultant Name:

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

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

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

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

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

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

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

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

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

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

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

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

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

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

Bid Form IV
Town of Canton
Canton School Committee

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION

I. Certificate of Compliance with Massachusetts Tax Laws:

Pursuant to Mass. Gen. L. Ch. 62C, Sec. 49, I certify under the pains and penalties of perjury that the **CONTRACTOR**, to my best knowledge and belief, has filed all state tax returns and paid all state taxes required under the laws of the Commonwealth of Massachusetts.

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

II. Certificate of Non-Collusion:

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:

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

Signature of Individual Submitting Bid

Print name of Person Signing Bid

Name of Business or Entity

Date Signed

Bid Form V
Town of Canton
Canton School Committee

CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ (1), at which all the Directors were present or waived notice, it was vote
(Date)

that _____ of this corporation, be it he or she,
hereby is (Name of Officer Authorized to Sign for Corporation)

authorized to execute bid documents, contracts and bonds in the name _____
(Corporate Office)

and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document

or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid

and binding upon this corporation.

ATTEST: _____
(Clerk or Secretary)

Place of Business:

I hereby certify that I am the clerk/secretary of the _____
and that (Name of Corporation)

_____ is the duly elected
(Name of Officer Authorized to Sign for Corporation)

_____ of said corporation, and that the above
vote has not (Corporate Office)

been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Clerk or Secretary)

Date _____ (2)

- (1) This date must be on or before the date of the Contract
- (2) This date must be on or before the date of the Contract

Attachment I

SPECIFICATIONS

TYPE: Engineering & Design of HVAC Upgrades(Hansen & JFK Elementary)

INTRODUCTION: Generally, all classroom spaces within the building are provided with heating and ventilation from unit ventilators within each space. The unit ventilators are floor-mounted along an exterior wall with outdoor air louvers, constant volume supply fans, mixing box with economizer damper, and hot water heating coils.

WORK: Replace existing units and associated control systems with current technologies for compliance with the current building code and general efficiency.

SCOPE OF WORK:

- Phase I: Evaluation – to include but not limited to site assessment
- Phase II: Schematic Design
- Phase III: Design Development/Permitting
- Phase IV: Contract Documents, bid process and contract award
- Phase V: Project management and construction administration during construction through completion of the project

LOCATION: Memorial Field is located at Canton High School, 900 Washington Street, Canton, MA

The successful bidder must be qualified to perform the services in this Contract and possess all requisite licenses and or permits to complete the performance under this contract.

Attachment II

**AGREEMENT BETWEEN
THE TOWN OF CANTON, MASSACHUSETTS
AND**

I. FOR

THIS AGREEMENT made effective _____, by and between the **TOWN OF CANTON, MASSACHUSETTS**, a municipal corporation, acting by and through its _____, with offices at Town Hall, Canton, Massachusetts 02021 (hereinafter called the “TOWN”), and _____, whose principal office address and state of organization are as set forth on Exhibit A (hereinafter called the “CONTRACTOR”).

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the “Work”).
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN

in writing. The TOWN hereby appoints _____ as its designated representative with respect to this Agreement and the CONTRACTOR acknowledges and agrees that only such designee has the authority to speak or act for the TOWN in connection with this Agreement.

- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services (either directly or through subcontractors) in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the TOWN under applicable law or, to the extent that the “work for hire” doctrine does not apply, CONTRACTOR hereby grants to the TOWN a perpetual, royalty-free exclusive license in such items. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN’s sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town’s reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, “Unavoidable Events”) which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) the TOWN shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the TOWN. but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INDEMNIFICATION AND INSURANCE

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as

a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.

- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits law.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$1 million per claim.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (f) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits attached hereto or referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF CANTON, MASSACHUSETTS
By and through its

[Contractor]

Chairman

By: _____

Department Head

Chief Procurement Officer

Approved As To Funds Available:

By: _____
Town Accountant

This form has been pre-approved by Town Counsel.

EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:**
2. **State of Organization:**
3. **Principal Office Address:**
4. **Description of Services (§2.1) (refer to bid documents, if appropriate):**
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6. **Term of Agreement (§3.1), if other than through the completion of work:**
7. **Completion Date (§3.2**
8. **Additional Insurance Coverage (§6.2(e)):**

ATTACHMENT III

W-9 FORM REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

<p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	<p>Give form to the requester. Do not send to the IRS.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Print or type See Specific Instructions on page 2.</p>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.