

# Request for Proposals for Design Services

For Renovation & Historic Preservation  
*Phase 1 Schematic Design Plan*

**Topsfield Town Hall**  
8 West Common Street  
Topsfield, MA 01983



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**TOWN OF TOPSFIELD**  
**REQUEST FOR PROPOSALS**

The Town of Topsfield invites qualified proposers to submit proposals for the preparation of a space program and schematic design concepts for program space needs and system improvements necessary to maintain and enhance the integrity of the facility. All applications must be submitted in conformance with this Request for Proposals (RFP) documents. Sealed proposals for the Town Hall Renovation and Preservation Project will be received at the Purchasing Office, Town of Topsfield, Town Hall, 8 West Common Street, Topsfield, MA 01983, until the date and time stated below.

**July 24, 2015 @ 10:00 AM**  
**at**  
**TOWN OF TOPSFIELD, TOWN HALL, MEETING ROOM**  
**for**  
**Designer Services for Town Hall Renovation and Preservation Project**  
**Phase 1 Schematic Design**

All proposals shall be submitted in two separate sealed envelopes marked "Price Proposal" or "Non-Price Proposal." Sealed proposals shall be addressed to the Office of the Board of Selectmen in a sealed envelope marked "Request for Proposals for: "Designer Services for Town Hall Renovation and Preservation Project-Phase 1" with the proposer's name and address. Price Proposals must use the price proposal form incorporated herein.

The submittal must be formatted as a single bound volume. Provide seven (7) hard copies, and one (1) electronic copy on a flash drive of the Non-Price Proposal. Provide one separate sealed hard copy of the Price Proposal.

The Request for Proposals may be obtained on or after **July 1, 2015** by contacting Purchasing Agent, Roberta Knight preferably by email at [rknight@topsfield-ma.gov](mailto:rknight@topsfield-ma.gov) or at 978-887-1504; hard copies may be obtained at Purchasing Office at above address.

The procurement of services for contracts with architects, engineers and related professionals is specifically exempt from the statutory procurement requirements. Therefore, this request for Proposals is not subject to the provisions of M.G.L. Chapter 30B and shall not be governed by the requirements contained therein. Notwithstanding the provisions of this Request for Proposals, the Town reserves the right to negotiate with bidder(s) with respect to the scope of services request and the price therefor, and further reserves the right to accept any proposal in whole or in part, and to reject any or all proposals as deemed in the best interest of the Town. *Further, the Board of Selectmen reserves the right to contract with the selected proposer for any and all future phases of the various projects that may develop as a result of this schematic design plan.*

Each proposer agrees to waive any claim it has or may have against the Owner or their respective employees arising out of or in connection with the administration, evaluation or recommendation of any proposal.

**BOARD OF SELECTMEN**  
**TOPSFIELD, MASSACHUSETTS**



## **Town of Topsfield**

### **Request for Proposals for Design Services Renovation and Historic Preservation Phase 1 Schematic Design Topsfield Town Hall**

The Town of Topsfield is seeking proposals for design services for a renovation and historic preservation project for Topsfield Town Hall, 8 West Common Street. The Town of Topsfield is committed to restoring, adapting and continuing to use its historic Town Hall by investing in a strategy to repair and rehabilitate this landmark structure in order to retain this important building as a productive and historic facility for the community.

### **The Property**

The idea of building a Town Hall met stiff opposition when it was proposed by a Citizens' Petition in 1872. After numerous deliberations, committee reports, special town meetings, and efforts to change the location, a decisive Town Meeting was held on June 9, 1873. In a town with a population of about 1,200, this meeting brought out 210 voters who met on the Town Common. The voters lined up in two lines - those in favor and those against. By a vote of 108 to 102, Topsfield voted to build a Town Hall.

The Town determined to do the project well. They hired the Salem and Boston architectural firm of Lord and Fuller to design the building and noted local builder John H. Potter to handle construction. Based in Salem and Boston, Lord & Fuller were sought out for commissions of many prominent buildings across State, including school-houses, stores, churches, town halls, and public work of all kinds. They were noted for their quality designs and attention to matters of drainage, ventilation, light, and acoustics. Topsfield paid them a fee of \$360.50 to design Town Hall.

The new Town Hall was designed in the Second Empire Style with an elaborate front façade featuring steeply pitched roofs with polychrome slate, a clock tower, wood detailed to imitate rusticated stone, and a porch surrounded by a cascade of wooden steps. The interior grand staircase led to an auditorium with a stage and balcony.



Located across from the Town Common, the building is in the Topsfield Town Common Historic District. The Common is ringed by other historic structures including the meetinghouse of the Congregational Church of Topsfield (1842), the Emerson Center (1814), and The Commons (1853), all of which are contributing members of this National Register district.



The building has changed in modest ways over the years. The front porch has lost a column from the clusters of three which originally marked its corners, and the pyramid of steps on three sides has been reduced to a single flight in front.



Repair work in the 1990's included reconstruction of the front porch and the construction of semi-enclosed vestibules over the exterior landings and steps at the north side entrances. One of these vestibules was demolished in 2014 because it was in danger of collapsing. The second will be removed this spring for the same reason.



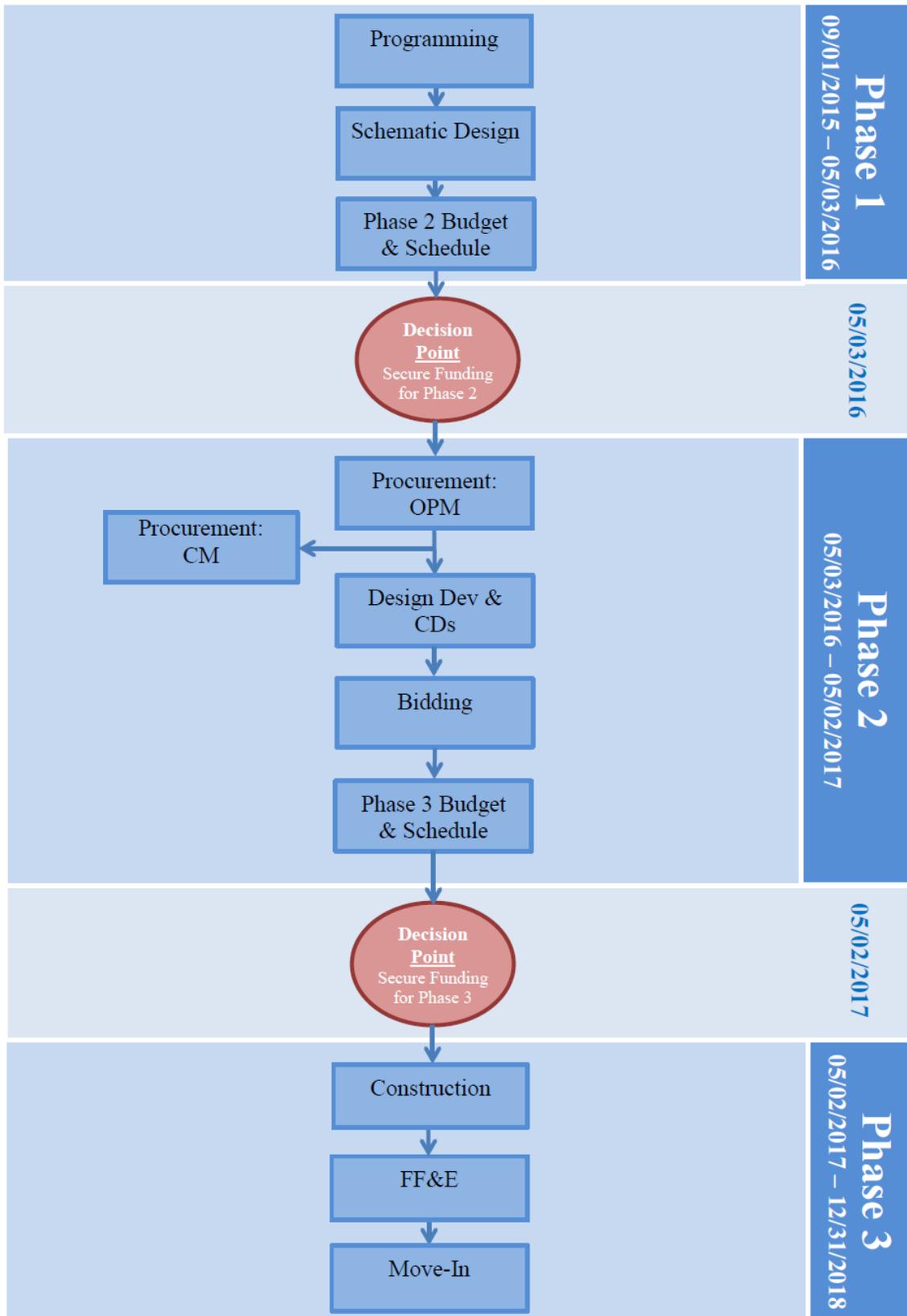
## The Project

Town Hall was designed to meet the needs of a 19th century town government serving a population of 1,200, a fraction of the size of our current community of 6,300 citizens. Over the years, as town government has grown, the building has struggled to keep up. The second floor auditorium has been unceremoniously outfitted with cubicles to provide work space for several town departments, and this despite the fact that there is no elevator access. The availability of storage for town records is inadequate both in quantity and in quality. Programmatic functions that some departments demand cannot be accommodated in this crowded building.

Furthermore, despite the best intentions of Town government, the infrastructure is aging. Aspects of the envelope are in poor condition, especially windows throughout, interior finishes are tired and worn, the building is not fully ADA accessible, code upgrades are demanded, and building systems are neither efficient nor capable of accommodating the demands of a 21<sup>st</sup> century office environment.

The Town seeks to pursue a project of renovation and historic preservation of Town Hall with a goal of positioning the building for its next 100 years of service to the community. While the ultimate project involves the complete restoration of the building, execution of the project will be subdivided into four distinct phases. Implementation of each successive phase will be pursued as funding allows. Note that *design services provided through this Request for Proposals will focus only on Phase 1*. All three phases are summarized in the graphic on the following page.

## Phasing Plan



## Scope of Work

Services proposed for all phases are to include, as needed, professionals in architectural design, code review, structural, mechanical, plumbing, electrical, low voltage (including security, telephone and internet access), fire alarm and fire protection, and other services that may be identified during the course of the project. These services may be provided by one firm or several, but the prime consultant is to be responsible for all required services, properly coordinated, as part of its proposal.

Phase 1 services are the subject of this Request for Proposals. Services for Phases 2 and 3 are outlined here in order to manage expectations for the greater role the design team may be expected to play should the Town choose to retain the design team for these subsequent Phases.

### Phase 1 –Programming and Conceptual Design

This phase begins with a review of existing program information, to be provided at the start of work, to assess its completeness and confirm its applicability. Follow-up with some departments may be beneficial to clarify needs and expectations. The Architect will be expected to formalize the space program based on this work.

Extensive studies have been prepared that examine the needs of Town Hall. These are available on the Topsfield town website. The Architect will build on this work in the development of schematic design plans, the goal being to find a compelling approach to addressing the problem of accommodating all of the program requirements in the building and to providing necessary upgrades to the building envelope, structure, and systems to ensure compliance with current codes and to accommodate the demands of 21<sup>st</sup> century civic uses.

Preservation issues will be important and the Architect will be expected to provide professional guidance in examining and evaluating preservation issues for the Town Hall building. It should be noted that there is a preservation easement on the building which dates to 2002 when the Town was awarded a preservation grant by the Massachusetts Historical Commission. Most preservation issues of concern are exterior, though some elements of the interior are worthy of attention. These include the main stair at the front of the building and the auditorium on the second floor.

A cost estimator may be retained by the Town during Phase 1 to prepare preliminary cost estimating. Toward the end of Phase 1, the schematic design and its associated project budget will be presented to the Town with the intent of securing approval and funding to proceed with Phase 2 as outlined below.

Some specific activities for the design team during Phase 1 include:

- Review and validate current facility program data in support of all of the Town functions that are to be accommodated by this project.
- Review existing building assessment studies and feasibility studies and fill in any gaps, the goal being to have a complete picture of the building's issues in order to support schematic design efforts. This should include architectural, code/life safety, envelope, structural, mechanical, plumbing, electrical, fire alarm and fire protection conditions:
  - Identify which of the above need upgrading or replacement.
  - Prioritize necessary versus desired improvements.
- Develop schematic design plans and outline an approach to the historic preservation of the Town Hall building to accommodate the various program elements for the property. This may include the integration of a new addition, if it can be demonstrated that area available in the existing building is inadequate to meet the needs outlined in the space program.
- Develop a comprehensive site plan that fully integrates, architecturally and functionally, how old

and new (if any) construction work together, how building accessibility will be handled, and how pedestrian traffic flows onsite may change to accommodate any new construction and accessibility improvements.

- Complete schematic design by **January 15, 2016** to allow for the preparation of a reasonable, preliminary construction cost estimate by **February 15, 2016**.
- Support the Town and the Town's Project Manager in efforts to engage a Construction Manager in accordance with the Chapter 149a CM at Risk contract approach.
- Attend weekly project meetings.
- Prepare meeting minutes for all design meetings.

### **Phase 2 – Design Development, Construction Documents and Bidding**

The budget prepared at the end of Phase 1 will serve as the basis for securing funding for the implementation of phase 2. This phase will focus on the pursuit of a full design development program followed by the preparation of construction documents and a formal bidding phase that will allow the team to establish a final project budget. This budget will serve as the basis for a final round of funding to allow construction to proceed. The goal is to complete design and construction documents for this phase by January 1, 2017 so that construction bidding can proceed. The bid process will provide cost data which will be inserted into the budget for Phase 3 which in turn is to be provided for inclusion in a warrant for Town Meeting; the warrant must be ready by March 1, 2017. Some specific tasks in Phase 2 will include:

- Provide direction and technical expertise related to the historic preservation of the Town Hall building.
- Define and execute a design development process which meets the expectations outlined in the program criteria.
- Develop a fully coordinated set of construction documents which reflect the Town's requirements.
- 
- Preparation of bid letters and documents.
- Bidding assistance to the Town and the Construction Manager in the Chapter 149a bid process.
- Attend weekly project meetings.
- Prepare meeting minutes for all design meetings.

### **Phase 3 –Construction**

Phase 3 will implement construction. The design team will be expected to provide full contract administration services. A goal is to achieve substantial completion of the project by late 2018.

A/E services will include the standard Contract Administration services, including but not limited to:

- Regular Construction review, including attendance at job meetings, review of RFI's and Change Requests, issuance of Architectural Supplemental Instructions as required.
- Review and certification of Contractor's monthly Payment Applications.
- Assistance to the Town in the Closeout process, including preparation of punch lists, certification of O&M documentation, assistance in the C of O process.

### **General**

In addition to specific obligations during each phase of the project, the Architect will be expected to assume overall responsibility for defining and managing the project process for the entire design team and all that entails:

- Be responsible for the full coordination and integrated planning for the building core and shell, interiors, and any site-design components of the project.

- Coordinate all aspects of the efforts by subconsultants as they work through each phase of the project.

*Communications*

- Anticipate frequent interaction with and direction from the Owner's project team, particularly the Owner's Project Manager and the Town Hall Building Committee.
- Document meetings with meeting minutes.

*Preservation and Code Compliance*

- Conceptualize as appropriate:
  - an approach to renovations of the building that addresses historic preservation in a manner that is consistent with the Town's goals and budget;
  - architectural solutions that demonstrate sensitivity toward the historic nature of the building as well as toward the natural environment, building occupants, and the neighborhood;
  - strategies for how to effectively integrate 21st-century building infrastructure and systems with historic architectural structures;
- Provide guidance when conflicts arise between preservation issues and other challenges such as budget constraints, accessibility conflicts, and code violations.
- Assist with outlining the effort required to shepherd the effort through any regulatory channels such as the Topsfield Historical Commission, the Massachusetts Historical Commission, and the Massachusetts Architectural Access Board.
- Assist the Town in working with the local community in an effort to manage expectations, build rapport, and generate consensus.

*Sustainability and Energy Efficiency*

- Outline an approach to renovations of the Property that addresses sustainability in a manner consistent with the Town's goals and budget.
- Conceptualize architectural and engineering solutions that enhance the energy efficiency of building systems and the building envelope.
- Work with the team to outline a process that endeavors to achieve a LEED certifiable result (the expectation that the project will seek actual LEED certification is not anticipated at this time). Discussion will be required during the planning process to identify specific objectives in this area.

## Phase 1 Schedule

Two key dates dictate the overall schedule for executing Phase 1:

January 15, 2016	Delivery by the Architect of a schematic design approach for the preservation and renovation of the Topsfield Town Hall building, and a site plan that envisions appropriate modifications to accommodate proposed changes to the building
March 1, 2016	Delivery by the Town Hall Building Committee of a comprehensive project budget to the Town for presentation at Town Meeting

## Proposal Format

The proposal document should consist of the following four sections, properly formatted in chapters, to facilitate reference by the evaluation team.

### 1. Methodology

- Describe the methodology that your team will use to accomplish the services outlined in this document.
- Outline thoughts on balancing preservation issues with conflicting priorities.
- Describe your approach to project management, touching on your method of quality control, project reporting, and coordination of consultants' work.
- Outline the firm's approach to effective use of technology including CAD, graphics, drawings, and illustrations (including 3D computer modeling), Building Information Management systems, and built models to aid in the design process and to productively communicate design concepts to a variety of constituents.

### 2. Team

- Describe proposed organizational structure and working relationships to provide architectural services to meet the demands as outlined in Scope of Work.
- Identify key members of your project team and describe their roles on the project.
- Identify the team member who will be primarily responsible for managing the contractual relationship with the Town.
- Identify the team member who will have day to day responsibility for managing the relationship with the broader project team.
- Provide resumes for all team members.

### 3. Firm Experience

- Provide highlights of the firm's experience working with historic preservation projects.
- Provide highlights of the firm's experience working with municipal clients, town hall buildings, and any relevant experience working in the Town of Topsfield.
- Present a detailed discussion of a maximum of three projects that involve one or more of the above noted project types (historic preservation, adaptive reuse, municipal offices, and police stations). Key members of the assigned team must have experience in these projects. Each project description shall be limited to one page and shall describe the scope of the effort, challenges encountered, and the methodology used.

**4. Compensation**

- Services: The Designer shall agree to provide the services for Phase 1 as outlined in this RFP for a fee that shall not exceed \$90,000, including reimbursable expenses.
- Rate Schedule: Provide a schedule outlining hourly rates by project personnel that will be used to calculate the service fee.
- Schedule of Reimbursable Expenses: Provide a schedule of anticipated reimbursable expenses and a recommended budget for those expenses.

## **Selection Process Timetable**

- **July 1, 2015** – Advertisement published in Central Register
- **July 8, 2015** – Site visit and walkthrough at **10:00 AM**
- **July 24, 2015** – Proposals due at Topsfield Town Hall by **10:00 AM**
- **Week of August 17<sup>th</sup>** – Interviews, if the Town determines they are necessary
- **August 24, 2015** – Award of design contract

## **Evaluation of Proposals**

Key factors that may be used in the evaluation of each proposal will include, but will not be limited to, demonstration of the following:

- Proposal – Content and organization of proposal consistent with the requirements outlined in the RFP.
- Approach – Understanding of the project, technical issues, schedule, and methodology, especially with respect to renovation projects with historic preservation issues.
- Design – Strength in quality and versatility of planning and design solutions, especially with respect to working with historic preservation issues as guiding principles, upgrading historic buildings to 21st century standards, and resolving design conflicts resulting from conflicting priorities (such as code upgrades and historic preservation demands).
- Project Management – Ability to manage budgets, schedules, and multidisciplinary teams for demanding owners.
- Personnel – Ability to commit capable personnel to the project who have relevant project experience.
- Service – Demonstrated capability to perform a detailed building assessment and design process within the stated time constraints.
- Experience – Overall experience and capability of the firm in working with historic preservation projects, adaptive reuse projects, municipal clients, and municipal office facilities.
- Compensation – Competitive pricing that will be guaranteed for the term of the Agreement.
- Commitment – Willingness to work with Owner, and multiple stakeholders, in providing high-quality service.

The Selection Committee will be composed of members of the Town Hall Building Committee. The Town will check such references as may be appropriate. Also, the Town may request that one or more proposers provide additional information during the process to permit it to complete the evaluation process.

Should the Selection Committee determine that interviews will be required, no fewer than three of the highest ranked proposers will be identified as finalists and invited to participate, provided at least three proposers meet the minimum qualifications. The Selection Committee will make a recommendation to the Board of Selectmen for award of the Contract.

## General Requirements For Consultants

The following General Requirements for the Performance of a Service for the Town are a part, item by item, of the contract:

1. Insurance
  - a. **Indemnity Clause:** The successful proposer shall indemnify and hold harmless the Town from all claims, legal or equitable, including court costs and reasonable attorney's fees, arising out of the proposer's operations.
  - b. **Workers' Compensation Insurance:** As required by the Massachusetts General Laws, the proposer shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all his employees employed in the course of performing services under this contract awarded pursuant to these specifications. Copies of all insurance certificates required under this section shall be provided by the proposer to the Town prior to the commencement of work on such a contract awarded pursuant to these specifications.
  - c. **Miscellaneous Insurance:** The proposer shall carry and maintain, until completion of the services to be provided pursuant to the contract, insurance as specified below and in such form as shall protect his performing work covered by this contract, and the Town of Topsfield and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, medical malpractice and for property damage, which may arise from operation under this contract. The proposer covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with, operations under this contract. Except as otherwise stated, the amounts of insurance shall be for each policy not less than:
    1. A comprehensive General Liability insurance policy of at least One Million Dollars (\$1,000,000) Bodily Injury and Property Damage Liability per occurrence, with a Two Million Dollar (\$2,000,000) Annual Aggregate Limit;
    2. Automobile Liability of at least One Million Dollars (\$1,000,000) combined single limit;
    3. The aggregate limit of General Liability coverage required above may be provided under an Umbrella Liability policy.
    4. Professional Liability for Errors and Omissions, or Negligent Acts of at least One Million Dollars (\$1,000,000).
  - d. All policies shall be so written that the Board of Selectmen will be notified of cancellation or of a restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. **The Town of Topsfield shall be named as an additional insured on all coverages except Workers' Compensation.** A certificate from the proposer's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Board of Selectmen before operations are begun. Such certificate shall not merely name the types of policy provided, but shall specifically refer to these specifications and shall state that such insurance is as required by these specifications.

**e. CERTIFICATES OF INSURANCE MUST BE SUBMITTED TO THE BOARD OF SELECTMEN BEFORE A CONTRACT IS SIGNED. THE CERTIFICATES OF INSURANCE MUST INCLUDE ALL COVERAGE AS STATED ABOVE.**

2. If the Consultant shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided, to supply enough properly trained staff or proper materials or equipment, or if he should fail to make prompt payments to sub-consultants, or for material or labor or persistently disregard laws, ordinances or the instructions of the Board of Selectmen or otherwise be guilty of a substantial violation of any provision of the contract, then the Town without prejudice to any other right or remedy and after giving the Consultant seven days' notice may terminate the employment of the Consultant.
3. The Consultant shall not assign the contract or any part thereof, or sublet it or any part thereof not named in the proposal or assign any moneys due or to become due to him thereunder without previous written consent of the Town.
4. The contract will be awarded only to a responsible proposer who is capable of performing and experienced at the type of work entailed. Only reputable established companies will be accepted as responsible proposers. The selected proposer will be required to show proof that he has sufficient capacity with a sufficient number of qualified, licensed and experienced employees to properly and efficiently provide the services. He shall also furnish proof of his financial ability to start, operate and complete the work.
5. The Consultant shall indemnify and save harmless the Town of Topsfield and all of its officers, agents and employees against all suites, claims or liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts of the Consultant in the performance of the work covered by the contract and for failure to comply with the terms and conditions of said contract, whether by himself or his employees or sub-consultants.
6. No official of the Town of Topsfield or its agents or employees shall be held personally responsible for any liability arising under the contract.
7. The Consultant is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Consultant to comply with any such law, rule or regulation shall constitute grounds for the Town to terminate the Agreement.
8. The Town, without invalidating the contract, reserves the right to negotiate changes in the scope of services, and any adjustment to compensation resulting therefrom during the term of the contract.

## General Instructions for Submitting Proposals

The Town of Topsfield ("Town") will receive sealed proposals for the Town Hall Renovation And Preservation Project-Phase 1, at the offices of the Town, Town Hall, 8 West Common Street, Topsfield, MA 01983, 1st Floor, Selectmen's Office, until **July 24, 2015 at 10:00 AM**.

The Request for Proposals may be obtained on or after **July 1, 2015** by contacting Purchasing Agent, Roberta Knight preferably by email at [rknight@topsfield-ma.gov](mailto:rknight@topsfield-ma.gov) or at 978-887-1504; hard copies may be obtained at Purchasing Office at above address.

### 1.1 INSTRUCTIONS TO PROPOSERS

- 1.1.1 These Instructions to Proposers ("Instructions") are intended to assist proposers in the preparation of their proposals, to call attention to various requirements and to set forth conditions upon which proposals are submitted and received.
- 1.1.2 Whenever these Instructions or any other applicable documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries, and shall in no respect supersede, expand or limit rights or duties of the Town or proposers in matters governed by statute.

### 1.2 AVAILABILITY OF CONTRACT DOCUMENTS

- 1.2.1 Each person requesting the Request for Proposals shall proceed as directed in the Request for Proposals.
- 1.2.2 In making copies of the Request for Proposals available, the Town does so only for the purpose of obtaining proposals, and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof.

### 1.3 EXAMINATION OF CONTRACT DOCUMENTS

- 1.3.1 Before submitting a proposal, each proposer must: (a) thoroughly examine the Request for Proposals, (b) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Contract, and (c) study and carefully correlate its observations with the requirements of the Request for Proposals. Failure of a proposer to become acquainted with the Request for Proposals shall in no way relieve the proposer from any obligation with respect to its proposal.

### 1.4 ADDENDA

- 1.4.1 Corrections, modifications, additions, deletions or changes to any of the Request for Proposals will be issued in the form of written Addenda before the date fixed for opening of proposals. Addenda will be mailed to all parties who, according to the Town's records, have obtained or requested the Request for Proposals and have furnished to the Town an address for such purposes. Only Addenda so issued shall become part of the Request for Proposals.
- 1.4.2 Each proposer shall be responsible for determining that it has received all Addenda issued. Failure to acknowledge all Addenda in this Request for Proposal, shall be cause for rejection of any proposal if, in the sole discretion of the Town, such unacknowledged Addenda contain matters of substance.

- 1.4.3 Any questions, requests for information, clarification or interpretation of the meaning of the Request for Proposals must be in writing to Roberta Knight faxed to 978-887-1502 or e-mailed to rknight@toppsfield-ma.gov, and to be given consideration must be received no later than Noon on July 15, 2015.
- 1.4.4 The Town may, at its option, respond to any such question or request in the form of written "Questions and Answers". Such response shall represent the Town's interpretation of the matter questioned or requested, but shall not become part of the Request for Proposals. Any modification to the Contract Documents arising out of any question or request shall only be made by a written Addendum. In the event of a conflict between the Request for Proposals and the written Questions and Answers, the Request for Proposals shall prevail. In no event shall oral modifications to the Request for Proposals or oral responses to questions or requests for information be deemed binding on the Town or given any force or effect.

## **1.5 QUALIFICATIONS OF PROPOSERS**

- 1.5.1 The Town may make such investigations as it deems necessary to determine the qualifications of any proposer and its ability to perform the Services, and all proposers shall promptly furnish to the Town all such evidence and information for this purpose as the Town may request.
- 1.5.2 Without limitation, the investigation of a proposer may seek to determine whether the proposer is authorized to do business in the Commonwealth of Massachusetts, has had sufficient relevant previous experience, and has financial resources adequate to assure performance of services. The amount of other work to which the proposer is committed may also be considered. In evaluating proposals, the Town will consider the qualifications of only those proposers whose proposals are otherwise in compliance with the prescribed requirements.
- 1.5.3 The Town reserves the right to reject any proposal if the evidence submitted by, or the investigation of, the proposer fails to satisfy the Town that such proposer is properly qualified and competent to carry out the obligations of the Request for Proposals and to complete the Services in accordance therewith.
- 1.5.4 The Contract shall not be awarded to any proposer whose submitted background information, when investigated and verified by the Town, raises significant questions as to its ability to successfully complete the Services.

## **1.6 SALES TAX**

- 1.6.1 Section 6(f) of Chapter 64H of the Massachusetts General Laws exempts from Massachusetts sales tax materials, equipment and supplies to be used in the performance of these Services and proposers shall not include in their proposals any amount therefore. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption will be provided to the successful proposer.

## **1.7 PREPARATION AND RECEIPT OF PROPOSALS**

- 1.7.1 All proposers are cautioned to allow ample time for transmittal of proposals. Proposers are solely responsible for delivery to and receipt of proposals by the Town at the address for receipt of proposals specified in the Request for Proposals. Proposals received at the Procurement Office after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed proposals, regardless of postmark.
- 1.7.2 Any proposal may be withdrawn by the proposer or its duly authorized representative by written notice received by the Town at the address for receipt of proposals specified in the Request for Proposal prior to the time scheduled for the opening of such proposals or authorized postponement thereof. No proposal may be withdrawn for sixty (60) business days after the

opening of proposals. No telephone or telegraphic proposal; change in proposal or withdrawal of proposal will be received or recognized. A proposal may be amended or modified only by withdrawing the proposal and resubmitting another proposal prior to the time set for opening proposals.

- 1.7.3 Proposals will be received, and opened at the address for receipt of proposals specified in the Request for Proposals.
- 1.7.4 Price Proposals must be submitted on a signed Proposal Form for Town Hall Renovation And Preservation Project-Phase 1 furnished by the Town and included in the Request for Proposals. In the event of a discrepancy between price written in words and price written in figures, the written words shall govern. Mathematical errors will be considered errors of form only. The proposal shall state the legal name of the proposer and shall be signed in ink by a person or persons legally authorized to bind the proposer to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signature(s), accompanied by a Certification of Signature. If the successful proposer is a joint venture, it must submit a copy of the joint venture agreement within five days of being informed of being selected. In all cases, the Town reserves the right, but not the duty, to seek clarification from a proposer of any terms of its response to this RFP.
- 1.7.5 As part of its proposal submittal, each proposer must certify that it has complied with any and all state and local tax laws designated in the Proposal Form for the Town Hall Renovation And Preservation Project-Phase 1. Consultant's failure to certify compliance with said laws will be cause for the Town not to enter into a contract. The Town further reserves the right to investigate, at any time prior to the Town's execution of the Contract or during the term of the Contract, any information indicating that the Consultant has not complied with said laws. If the Town determines that the Consultant has not complied with said laws, it shall decline to enter into the Contract and may decline to extend the Contract.

## **1.8 REJECTION OF PROPOSALS**

- 1.8.1 The Town reserves the right to waive any informality in and/or to reject any and all proposals and to award a contract without further solicitation if it is in the public interest to do so. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Town shall be final and binding on both parties. All agreements and changes shall be in writing.
- 1.8.2 The Town may consider informal and may reject any proposal which is not prepared and submitted in accordance with all requirements of the Request for Proposals, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which is on a form not completely filled in, or which is incomplete or conditional, or which contains proposed prices for any class or item of Services which are, in the judgment of the Town, substantially less or more than the actual cost to complete the Services; provided, however, that the Town reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

## **1.9 EVALUATION**

- 1.9.1 The Town has the right to reject any proposal that does not meet the minimum criteria set forth above in the Section titled "Evaluation of Proposals."

## 1.10 AWARD

The procurement of services for contracts with architects, engineers and related professionals is specifically exempt from the statutory procurement requirements. Therefore, this Request for Proposals is not subject to the provisions of M.G.L. Chapter 30B and shall not be governed by the requirements contained therein. Notwithstanding the provisions of this Request for Proposals, the Town reserves the right to negotiate with bidder(s) with respect to the scope of services request and the price therefor, and further reserves the right to reject any or all proposals as deemed in the best interest of the Town. *Further, the Board of Selectmen reserves the right to contract with the selected proposer for any and all future phases of the various projects that may develop as a result of this schematic design plan.*

Only a proposer who complies with the conditions and requirements provided in this Request for Proposals and who possesses the skill, knowledge and integrity necessary for the faithful performance of the Services will be considered for award of the contract.

Award subject to appropriation shall be made within sixty (60) days after the opening of proposals and the proposer agrees that, notwithstanding any provision hereof to the contrary, it will not withdraw its proposal during that time period.

The successful proposer will be notified in writing, by mail or otherwise, that its proposal has been accepted and that it has been awarded the Contract. As stated above, the Town reserves the right to negotiate the price or other terms of service with the selected proposer. The successful proposer shall furnish:

- certificates evidencing required insurance coverage, and
- any other documents required by the Request for Proposals, within five (5) business days after Notice of Award. Failure to furnish said documents within the required time period may result in award of the contract to another proposer.



**PRICE PROPOSAL FORM  
FOR DESIGNER SERVICES FOR TOWN HALL RENOVATION AND  
HISTORIC PRESERVATION PROJECT-PHASE 1 SCHEMATIC DESIGN  
BETWEEN THE TOWN OF TOPSFIELD  
AND \_\_\_\_\_**

In consideration of the mutual covenants herein contained, the Consultant agrees to furnish all labor, materials, equipment and insurance necessary to perform all of the services required for Phase 1 Schematic Design, (the "Contract"), in a good and workmanlike manner and in strict accordance with this Request for Proposals plus any addenda that may have been issued between July 1 and July 24, 2015..

each of which is incorporated by reference and made a part hereof, for the Proposed Contract Price indicated below and for a Contract Time beginning approximately September 1, 2015. Addenda will apply only if issued.

A. If addenda are issued, please note addenda numbers: \_\_\_\_\_.

B. The Contract Price for Town Hall Renovation and Preservation-Phase 1 is:

(1) for designer service fee \_\_\_\_\_ (\$ \_\_\_\_\_)  
(In Words) (Dollar Amount)

(2) for reimbursable fees \_\_\_\_\_ (\$ \_\_\_\_\_)  
(In Words) (Dollar Amount)

C. The Consultant agrees to commence services on or about September 1, 2015 unless otherwise agreed to by the Town.

D. The Consultant agrees that, if it is selected as Consultant, it will, within five (5) business days after Notice of Award by the Town, furnish an insurance certificate evidencing the coverages required by the Town of Topsfield in the contract document and General Requirements.

E. The Consultant certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other natural person, joint venture, partnership, corporation, or other business or legal entity.

F. The Consultant certifies it shall comply with the General Requirements regarding Non-discrimination and Affirmative Action.

G. The Consultant hereby certifies, under the penalties of perjury, that to the best of its knowledge and belief, the Consultant has complied with any and all applicable state and local tax laws

related to the taxes included in the following: G.L. c. 59 - Assessment of Local Taxes; and G.L. c. 62C, §2.

- H. Consultant SS or FIN Number: \_\_\_\_\_.
- I. Certificate of Signature on page 22 shall be completed and included with this proposal form.
- J. The Consultant hereby certifies that the proposal as submitted is complete.

**Date:** \_\_\_\_\_

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

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

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



**CERTIFICATE OF SIGNATURE**

(This must be returned with your Proposal)

The undersigned, the \_\_\_\_\_ of  
Title  
\_\_\_\_\_, a  
Company Name

Massachusetts corporation (the "Company"), does hereby certify on behalf of the Company that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of the Company; can exercise such power and perform such duties as usually accompany such office; and implicit in such power is the authority to submit a bid to the Town of Topsfield, Massachusetts (the "Town") and to execute a contract with the Town should such bid be awarded to the Company.

IN WITNESS WHEREOF, the undersigned affirms under the penalties of perjury and hereunto sets his/her hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_