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Barnstable County invites sealed proposals for Designer Services for the Barnstable County Farmhouse Expansion per RFQ #: 7893.

The project site is located at the Barnstable County Farm on Route 6A, 3675 Main Street, Barnstable, MA. Barnstable County desires to convert the building that formerly housed the farm headquarters and Sheriff’s maintenance garage into office, meeting and training space which would accommodate the County Extension Services, increasing its space and its ability to serve the public. The County Commissioners are committed to sustainable and green construction and plan to seek the services of a design consultant that will assist in designing energy efficient plans.

Request for Proposal documents may be obtained as of November 20, 2019 @ 9:00 AM, on the Purchasing website at: [http://purchasing.barnstablecounty.org](http://purchasing.barnstablecounty.org)

A pre-bid meeting is strongly recommended and is scheduled for Wednesday, December 4, 2019 at 9:00AM at Barnstable County Farm 3675 Main St (Rte 6A), Barnstable, MA 02630.

Proposals will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **December 11, 2019 at 11:00AM**.

Sealed envelopes containing the proposals shall be clearly marked “RFQ #: 7893 Barnstable County Farmhouse Expansion”

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 7C, Section 43 – Section 56, and all contracts must be strictly awarded in accordance with the requirements of MGL Ch. 7C, Designer Selection Law, and this Request for Qualifications (RFQ).

**NOTE: One original copy of each bid shall be submitted. NO faxed or emailed proposals will be accepted.**

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.
Barnstable County Farmhouse Expansion  
RFQ #: 7893

1. **Purpose**
   Barnstable County is soliciting proposals from qualified designers to submit applications stating their qualifications to provide designer services for the expansion of the existing Farmhouse Building.

2. **Background**
   The project site is located at the Barnstable County Farm on Route 6A, 3675 Main Street, Barnstable, MA. Barnstable County desires to convert the building that formerly housed the farm headquarters and Sheriff’s maintenance garage into office, meeting and training space which would accommodate the County Extension Services, increasing its space and its ability to serve the public. The County Commissioners are committed to sustainable and green construction and plan to seek the services of a design consultant that will assist in designing energy efficient plans.

3. **Project Description/Scope of Work**
   Professional services to be retained are expected to include, but not limited to; the preparation of plans and specifications, cost estimating, schedule/ phasing requirements, construction documents and contract administration for the renovation and rehabilitation of an existing farmhouse and garage are to be renovated and connected by new construction to create a space incorporating office, meeting and public reception needs.

4. **Project Timeline/ Term of Agreement**
   It is anticipated that the project will be completed by June 2020.

5. **Sub Contractors**
   If any aspect of this project is to be sub contracted it must be so noted within your response. Include the name of the sub contractors and qualifications.

6. **Pre-Bid Meeting**
   A pre-bid meeting is strongly recommended and is scheduled for Wednesday, December 4, 2019 at 9:00AM at Barnstable County Farm 3675 Main St (Rte 6A), Barnstable, MA 02630.

   The design firm should visit the site to review the existing plans and to fully acquaint the company with all existing conditions, facilities, and restrictions and to assure themselves that the site is adequate for their operation.

7. **Proposal Response Instructions**
   **NOTE:** One original copy of each bid shall be submitted. **NO** faxed or emailed proposals will be accepted.
All proposals must be delivered to:

Barnstable County Purchasing Department
Superior Courthouse
3195 Main Street
PO Box 427
Barnstable, MA 02630

8. Required Proposal Response Date
Vendors who wish to be considered for this project should submit their proposals per the instructions above to the County prior to the date and time specified below.

Proposals are due on or before **11:00AM on December 11, 2019**. No late proposals will be accepted.

The Chief Procurement Officer shall not open the proposals publicly per M.G.L. c. 30B Section 6, but shall open them in the presence of one or more witnesses at the time specified herein. Until the completion of the evaluation process or until the time for acceptance specified herein, the contents of the proposals shall remain confidential and shall not be disclosed to competing Proposers.

9. Proposal Signature
A proposer must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

10. Official Date & Time
A proposal will not be considered delivered unless the bid has been received by the Purchasing Department by the required response date and time referenced above.

11. Time for Proposal Acceptance
The contract will be awarded within 60 days after the bid opening.

12. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities
A bidder may correct, modify, or withdraw a bid by written notice received by the County prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.__" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original RFQ.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.
If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

13. Bid Prices
All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

14. Unforeseen Office Closure
If, at the time of the scheduled bid opening, Superior Courthouse is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

15. Questions and County POC
Any clarification of requirements or requests for additional information by proposers must be made in writing via email and submitted no later than December 5, 2019@4:00 pm E.S.T. to purchasing@barnstablecounty.org. Answers to all questions will be made in writing and posted online as an addendum to the “RFQ #: 7892 Barnstable County Farmhouse Expansion” on the Purchasing website: https://purchasing.barnstablecounty.org/.

16. Changes & Addenda
For any RFQ document and any addenda that are received electronically, it is the responsibility of every bidder who receives this RFQ and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents.

17. Insurance
General Insurance Requirements
Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the “A-VIII” category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.

b. Each policy (except workers’ compensation and personal property) shall include County of Barnstable, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as “all other political subdivisions”), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and “all other political subdivisions,” its officers and employees.
d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days’ prior written notice to the Chief Procurement Officer, County of Barnstable.

**Liability Insurance**
The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor’s liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the County of Barnstable, and “all other political subdivisions,” its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of ($1,000,000). The County of Barnstable and “all other political subdivisions” shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and “all other political subdivisions.” No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

b. Automobile Liability: to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars ($1,000,000). The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

c. Umbrella Liability: to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer’s liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars ($1,000,000) or such other amount if required by the County of Barnstable and indicated via addendum to this Contract.

d. Professional Liability Insurance: with limits of not less than one million dollars ($1,000,000) per claim and annual aggregate.
Workers’ Compensation and Employer’s Liability Insurance
Before commencing performance of this contract, the Vendor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers’ compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Vendor shall provide employer’s liability insurance in an amount not less than $500,000 for each accident or disease for each employee.

Personal Property Insurance
Any tools, equipment, materials, and other personal property owned by Vendor shall be at the sole responsibility and risk of Vendor. The County of Barnstable, and “all other political subdivisions” shall not be liable for any loss, damage, or theft to such property. Any insurance that Vendor elects to maintain on Vendor’s personal property and materials shall be at the sole responsibility and cost of Vendor.

Pollution Legal Liability
If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor’s liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars ($1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

Additional types of Insurance
The Vendor shall provide such other types of insurance as may be required by the County of Barnstable and indicated via addendum to this insurance requirement.

Proof of Insurance
No work shall be commenced on the site by the Vendor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Vendor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has
been properly endorsed to add the County of Barnstable, and “all other political subdivisions” as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and “all other political subdivisions,” and to provide the County of Barnstable with at least thirty (30) days’ notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

Effect of Failure to Continue Insurance in Force
Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

18. Contractual Terms
Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the County Purchase Order (Attachment C) and the Contract for Services (Attachment D) within this RFQ. Any term not objected to will be deemed to have been accepted by the proposer. Exceptions to the terms and conditions may result in the respondent’s offer being deemed as non responsive.

19. Reference to General Laws
Whenever in the proposal, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to proposal on the proposed work.

20. Cost of Preparation
The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

21. County Tax Exemption
Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

22. Political Activity Prohibited, Anti-Boycott Warranty
The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

23. Contractor Compliance
The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections
24. Public Record Request

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

25. Scope of Work

The contract will generally consist of the professional design services necessary to convert the existing space into usable, energy efficient, ADA compliant office space based on the conceptual design and layout drawings provided by the County.

Please note that the selected designer will be responsible for developing a detailed work plan, including descriptions of all key tasks and deliverables, project schedule and fee breakdown. Notice-to-proceed will be contingent upon approval of a satisfactory work plan.

Barnstable County reserves the right to obtain supplemental services through independent consultants who will collaborate with the project team.

PHASE I

PHASE OF WORK – FEASIBILITY

Barnstable County is seeking qualified bidders for a municipal building project on a property owned by Barnstable County located at 3675 Main St (Route 6A) in Barnstable, Massachusetts. The existing site is home to the former Barnstable County Farm and is currently leased to a tenant farmer. The site contains several buildings including a former ranch style house and three bay garage formerly utilized by the Barnstable County Sheriff’s Department and currently utilized by Cape Cod Cooperative Extension a department of Barnstable County.

The ranch style house is utilized as a field office for Extension staff for 8 employees with another 10 employees located at a different site at the Barnstable County complex. The proposed construction project is seeking to create a new facility for all Extension staff by removing the existing farmhouse and three bay garage and constructing a single building utilizing the existing footprints of the two buildings and the open space between them to create one new building of approximately 6,000 square feet – roughly 150 feet long by 40 feet wide.

The building site and mission of Extension lend itself to a simple, open building plan with the following needs in mind:

- Office space for 18 total employees
- Open foyer / reception area to greet public
- Administrative area for core office operations
- Break room / employee kitchen
- Meeting / training room with occupancy up to 50 persons
  - Attached commercial kitchen to training room for training and demonstration purposes
- Bathrooms for meeting room and staff
• Ground floor / basement for storage and indoor fieldwork / workshop space for working with biological samples and equipment

The building is located on an active farm and the “backyard” of the building will be home to a large approximately two acre demonstration garden and horticulture research grounds that will be operated and maintained by the Cooperative Extension. Having such a notable landscape feature will lend itself to a building design that allows the farm setting to be viewed from inside the building. The property has a deed restriction held by the Town of Barnstable that the buildings and activities on the property be based on the agricultural component of the property. In that vein, the new construction needs to be consistent with the mission of the organization and the intent of the deed restriction.

Desired construction components will include a one story farm house with an “open government” layout. The single story structure will also contain a full basement to be utilized for storage and utility needs. This basement will need easy access for moving stored items in and out on a frequent basis with room for field staff to have an indoor space to process shellfish, insect, and plant samples and work on equipment like water quality monitoring devices and other components of field work that need an indoor workshop space.

A site assessment has been conducted and an existing conditions building survey and existing land survey have been completed and are available to bidders. The building will need to be constructed in a manner consistent with Massachusetts municipal building codes and public building requirements including ADA and required fire suppression systems among.

PHASE II

PHASES OF WORK – Design
Provide a full set of architectural construction documents including floor plans, building elevations, building sections, reflected ceiling plans, interior elevations, wall sections, wall types, and details as required for specifically proposed construction. Include detailed technical specifications, schedules and project manuals as required for bidding and building the project.

The set of documents to include proposed mechanical, electrical, plumbing and sprinkler locations for coordination with owner’s engineers.

Provide updated estimates of probable construction costs for the evolving level of design.

These documents will be coordinated with Owner’s engineering consultants for trades as required by the Massachusetts State Building Code.

Work to take the latest energy efficiency and green technology into consideration and apply this wherever financially feasible.

PHASES OF WORK – Preparation of Construction Documents
Once the County adopts its final design, prepare construction documents suitable for public bid according to all applicable public bid laws in the Commonwealth of Massachusetts, the bidding requirements resulting from the accepted plan, and requirements of the County Purchasing Agent.
Detailed plans and specifications shall describe all sites, architectural, and structural work, as well as all necessary requirements envisioned in the adopted design. Prepared detailed information about filed sub-bids as will be necessary for the work, and for the designation of the trade of the DCAMM-certified contractor to offer bids on the project. The development of final bid documents shall be subject to periodic reviews with designated County officials.

Submit a final detailed construction cost estimate and preliminary project timetable in sufficient detail for budgetary and scheduling purposes. The detailed construction cost estimate shall include quantities of all materials and unit prices of labor and materials as well as cost estimates by each of the filed sub-bid trades.

**PHASES OF WORK – Assistance during Bidding**

The firm shall prepare and deliver one original machine-reproducible set of bid documents, including plans, drawings and specifications, and a copy of technical specifications in electronic format, which the County will have full rights to duplicate in sufficient quantity for anticipated demand by interested bidders, and for internal use. The firm shall be available to respond to questions and requests for clarifications received from potential bidders, as forwarded by the Purchasing Department, conduct a pre-bid conference, and to prepare detailed addenda as may be required during the bid process administered by the County Purchasing Department.

Conduct reviews of bid submittals, and make such investigations as may be necessary to gather information concerning certain contractors, and recommend an award of the Construction Contract, if requested by the County.

**PHASES OF WORK – Construction Supervision**

Following award of the construction contract(s), if so engaged by the County, the firm shall be responsible for periodic supervision and inspection of the construction to insure adherence to the detailed requirements and intent of the design documents and Construction Contract.

1. Attend pre-construction conference, and conduct meetings with the County and as required as a result of the bidding process, as necessary prior to Notice to Proceed issued for the work.
2. Review and act upon shop drawings and requests for product approvals, in a timely manner after submittal by the contractor.
3. Provide consultation and technical assistance in the interpretation of contract documents and material submittals requesting substitution.
4. Conduct periodic job meetings in the County.
5. Review construction process to ensure compliance with construction documents.
6. Review and recommend action relative to Contractor’s Request for Payments.
7. Perform other applicable duties as outlined in the final Contract for Services.

**PHASES OF WORK – As-Built Record Drawings, Reports, Calculations**

Before examining the application for final payment submitted to the County’s Project Manager by the General Contractor, the Designer shall assist in obtaining from the General Contractor all record drawings showing the actual installation of the building systems, and all variations, if any. The Designer shall also insure the County is furnished with operating manuals, maintenance schedules, operator training, and warranty documents pertaining to all new or renovated building systems, in such manner as will be called out in the bid documents.
Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Project Manager no later than the final payment.

26. Selection and Notice
The awarding authority may cancel an invitation for bids, a request for qualifications, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.

Basis for Acceptance:
Any proposal made will be accepted only on the basis that the Proposer represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment A.) In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Design Fee:
Designer Selection services are being procured under Massachusetts General Law c. 7C. The designer’s fee for Phase I & Phase 2 will be a negotiated fee not to exceed $87,500.00. The County may decide to continue with the same designer after the feasibility study is completed, with the fee to be negotiated. The final fee shall be established in the Contract for Services and may be subject to negotiation if the applicant is designated as a project finalist. Reimbursable related to non-professional services (e.g. reproductions, travel, etc.) shall be set by agreement in the final Contract for Service; rates and charges for such services as will be accepted by the County will be established in the final contract.

Screening Proposals:
The evaluation of the qualifications will be conducted by the County’s Designer Selection Board in accordance with the requirements of MGL Ch. 7C, Designer Selection Law. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFQ and shall be final.

Any proposal which, in the opinion of the Designer Selection Board, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected.

Any Proposer who fails to meet any of the standards set forth as minimum (quality) criteria shall be determined to be non-responsible and shall be rejected.

The County reserves the right to request additional information, should a proposal reach the state of final evaluation.
Interview:
After their review of firm qualifications, the Designer Selection Board may interview a selected short list of the most qualified, responsive and responsible proposers. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will not be interviewed.

In accordance with those interviews, the Designer Selection Board will then rank those finalists and make a recommendation of award to the County Commissioners as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the County, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the County, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Contractor or any other candidate asked to be interviewed. The County reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

Rule for Award:
Award will be made to the most responsive, responsible Proposer offering the most advantageous proposal response, based on the evaluative criteria and price.

Contract Award:
The Chief Procurement Officer shall award the contract by written notice to the selected Proposer within 60 days of the RFQ deadline. The parties may extend the time for acceptance by mutual agreement. In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Minimum (Quality) Criteria:
1. A complete proposal including:
   - Proposed approach to the project including work process, critical issues, and any special skills proposed to be used.
   - Examples of past building systems design work incorporating sustainable and green construction techniques.
   - Qualifications of the firm and its consultants. Massachusetts registration and licensing in all applicable disciplines is required.
   - Resumes listing qualifications of individuals designated for service under the proposed project.
   - Complete listing of all design projects currently under contract to the firm.
   - Proposed schedule, including estimates of hours required to complete the project tasks, broken down by task.
   - Any other information the firm feels would be useful in helping to evaluate their ability to undertake this project.

2. A completed Certificate of Non-Collusion and Tax Compliance form (Attachment A)
3. Satisfactory references (Attachment B)
4. Completed, signed Commonwealth of MA Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction. (Attachment E)
5. Fee Proposal, broken down by task, contained in sealed envelope clearly labeled with the name of the firm and “Fee Proposal.” One copy of the Fee Proposal is sufficient for the submittal. This is to be submitted in a separate sealed envelope and tendered at same time as proposal is due.

6. A list of at least five relevant public projects in Massachusetts used for reference and provide the following for each:
   a. Name of project and its date of construction, address of site, Owner, name of contact person affiliated with the Owner who is knowledgeable about the applicant’s services and of the construction work, including a telephone number;
   b. Provide the following cost figures for each project: final construction budget estimate, bid award price, final construction cost, gross number and dollar amount of Change Orders.
   c. List of consultant(s) utilized on the project, by discipline.

7. Company Financial Stability and Past Performance: Provide documentation supporting the financial stability of the designer. Provide documentation of any debarment and removal/termination of contracts for the designer and proposed sub-consultants. The applicant shall not be debarred under M.G.L. ch. 149, sec. 44C or disqualified under M.G.L. ch. 7c, sec. 38D.

**SELECTION CRITERIA**

Proposals will be evaluated based on their responsiveness to the following criteria:

- Proposed approach to the project as evidenced by the quality and thoroughness of the response to the County’s detailed requirements.
- Familiarity with ADA rules and regulations.
- Familiarity with Town of Barnstable Building and Zoning Codes regarding change of use.
- Prior experience in construction that utilizes sustainable and green construction techniques and experience in designing energy efficient plans.
- Prior successful experience with building systems design work for Massachusetts municipalities.
- Quality of past design work.
- Qualifications of the firm and its consultants. Massachusetts registration and licensing in all applicable disciplines is required. If the applicant is proposing a team of consultants, prior collaboration on similar projects is required.
- Reliability in cost estimating and construction scheduling for the public sector.
- Thorough knowledge of procedures, requirements, and practices of the Commonwealth of Massachusetts and other required agencies.
- Thorough knowledge of and familiarity with municipal procurement and public bidding requirements in Massachusetts.
- Availability of staff to complete the project within the required deadlines.

Any other criteria that the County of Barnstable considers relevant for the project
PERFORMANCE REQUIREMENTS & CONTRACTUAL REPRESENTATIONS

Based upon initial submittals and a final Plan of Service, the County and the selected Designer will agree to specific schedules and deadlines for major deliverables, related to phases of work to be performed. The schedule may also reference the estimated number of hours of work in each phase, associated with the work to be performed by the principal employees assigned to the project, for billing purposes.

The County reserves the right to assess a penalty upon the firm for failure to meet agreed-upon schedules for presenting major submittals or deliverables as required in the Contract, when such failure to perform is deemed to be primarily the responsibility of the Designer.

The County will require the applicant to commit to assignment of designated principals and key sub-consultants in its response to this solicitation. The applicant agrees that the assignment will not change, unless notification is given in advance to the County prior to selection, and that the County will have the right to agree to any substitution upon award of a Contract of Service or any time subsequent thereto.

END OF RFQ
ATTACHMENT A
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company:______________________________

Address: ________________________________
_____________________________________

Signature of Individual Signing
Bid, or Corporate Officer: ________________________________

Telephone Number: ________________________________

Social Security Number
Or Federal Identification Number: ________________________________

Date: ________________________________

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.
ATTACHMENT B
REFERENCE FORM

Bidder:_____________________________________________

Bidder must provide references for:
Bidder must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference:________________________________ Contact:__________________________
Address:________________________________________ Phone:_______________________
________________________________________________ Fax:__________________________
Description and date(s) of supplies or services provided:________________________________
__________________________________________________________________________________
__________________________________________________________________________________
Reference:________________________________ Contact:__________________________
Address:________________________________________ Phone:_______________________
________________________________________________ Fax:__________________________
Description and date(s) of supplies or services provided:________________________________
__________________________________________________________________________________
__________________________________________________________________________________
Reference:________________________________ Contact:__________________________
Address:________________________________________ Phone:_______________________
________________________________________________ Fax:__________________________
Description and date(s) of supplies or services provided:________________________________
__________________________________________________________________________________
__________________________________________________________________________________

attach additional sheets if necessary
ATTACHMENT C
Purchase Order Terms and Conditions

This purchase order issued by the County of Barnstable (hereinafter “County”) and the attached description of product/services to be provided and price quote submitted by the supplier/subcontractor or vendor (hereinafter “vendor”) shall constitute the contract between the County and the vendor. This purchase order, description of product/services and price quote constitute the entire agreement between the parties (hereinafter “contract”) and there are no contracts other than those incorporated herein. In the instance of the purchase order resulting from a state contract or intergovernmental collaborative bid, the terms and conditions of that bid and/or contract will apply, and the terms stated herein shall be supplemental to those terms. The contract may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the County and delivery of the product/services by the vendor, the VENDOR hereby agrees to provide the product and/or services and the County agrees to pay the contract price in accordance with the terms of this contract.

1. ACCEPTANCE: The Contractor, by accepting this contract, agrees to all the conditions and terms specified herein, on attachments hereto, on the reverse hereof, and on any bid inquiry that may have preceded this award. Direct all correspondence relative to this contract to the Barnstable County, Purchasing Department, Barnstable, MA 02630. Prices cannot be altered during the term unless that was a condition of Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.

2. SHIP TO: To ensure that delivery is made to the correct location, please address all shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number, departmental name, and delivery address as indicated on this order.

3. DELIVERY: Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered. Notwithstanding the foregoing, Contractor shall not be liable for delay in delivery due to causes beyond Contractor's control and without Contractor's fault or negligence, provided Contractor exercises due diligence in promptly notifying County of conditions which will result in delay, and provided further, if Contractor's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the control of both Contractor and subcontractor or supplier, and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. INSPECTION OF GOODS: The County shall have the reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.

5. SUBSTITUTION OF GOODS: Goods not conforming with this contract will not be accepted. The County must approve, in writing, any substitution of non-conforming goods prior to shipment.

6. MATERIAL SAFETY DATA SHEETS: Contractor shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. C.11 §§ 8.9 and 10 and the regulations contained in 441 OM R 21.06) that is shipped against this order.

7. CONTRACTOR'S WARRANTY: Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.

8. PAYMENT: All invoices must be submitted to the BILL TO ADDRESS referenced on the front of this purchase order and must indicate the County's purchase order number and the name of the department listed in the SHIP TO ATTENTION note. Note that in order to effect payment, a W-8 or W-9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address or addresses, must be on file at the County. Payment shall be made in accordance with M.G.L. C.29, s.29c and 815 CMR 4.00.

9. DEFAULT: In the event of default by Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the County rightfully rejects the goods or services or revokes acceptance, the County may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the County, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.

10. If this contract does not agree with Contractor's quotation, contact the County before performance begins. Prior to performance, the County may require additional information from the Contractor in order to ensure that the firm is qualified, and that the product or service offered will meet the need for which it is intended.

11. FORCE MAJURE: The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.

12. TERMINATION OF CONTRACT: Unless excused from performance by Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the County shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the County, by written notice, may terminate this contract, in whole or in part, when it is in the County's best interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services or goods received before the effective date of termination.

13. GOVERNING LAW: This contract is governed by the laws of the Commonwealth of Massachusetts.

14. INSURANCE: If the contract requires the vendor to perform work on County property, no work shall be performed by vendor under this contract on County property unless and until vendor submits a certificate of insurance naming the County of Barnstable as an additional insured in full compliance with the County’s insurance policies for liability, property damage and workmen’s compensation as applicable. Email certification to Purchasing Division purchasing@barstablecounty.org. Insurance is to remain current during performance of this contract.

15. INDEMNIFICATION: The Vendor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon breach of this contract or negligent or intentional misdeeds or omission of the Vendor, its employees or its agents in providing its service(s) to the County pursuant to this contract.

16. TAX EXEMPT: The County is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates when called upon to do so. The County is also exempt from Massachusetts Sales Tax.

17. NON-DISCRIMINATION: The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.

18. STATE TAX - M.G.L. C.62C, s.49A and C. 15 IA, s. 19A: Each Contractor must certify under penalties of perjury that they have filed all state returns and paid all state taxes as required under law.

This Purchase Order in its entirety constitutes a written contract with the County of Barnstable pursuant to the provisions of Chapter 30B, Subsection (a) as amended by 2011, 38, Section 49 effective July 1, 2013.

The terms of this contract cannot be modified, altered, or changed without the specific written approval of the County.

ATTACHMENT D

Bid#__________
Contract#__________
THIS AGREEMENT is made this ______ day of ________, 20___ by and between ______________________ (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services (Attachment A). Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The contractor shall perform the scope of services set forth in

3. Time of Performance.

_________________________  ______________________
Start Date                End Date

4. Payment:

A. The County shall compensate the Contractor for the services rendered at the rate of $ ___________________ per _______________ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor’s Invoice(s) that is (are) received Monthly_____, Quarterly_____, Other_____(specify)__________________.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.
Contractor will be reimbursed for pre-approved travel in an amount not to exceed $__________.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no
supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed $__________.
OTHER Expenses shall be limited to: ___________________________________.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no
supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed:

$________________________

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is
not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written
explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding
invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than
July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the
County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall
violate or breach any of the provisions of this Contract, either party shall thereupon have the right to
terminate or suspend this Contract, by giving written notice to the other party of such termination or
suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15)
calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the
Contractor and cancel this contract by written notice to the Contractor of such termination and specifying
the effective date of such termination. In the event of such termination or suspension of this Contract, the
Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for
services performed and for reimbursable expenses necessarily incurred in the performance of this Contract
up to and including the date of termination or suspension.

7. Amendments. The County may, from time to time, require changes in the Scope of Services to be
performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor
costs, which are mutually agreed upon by the County or Town and the Contractor, shall be incorporated in
written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to
ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex,
marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor
agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting
discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as
amended; Massachusetts General Laws Chapter 151B § (1); the Americans with Disabilities Act of 1990; and
all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the County pursuant to this Contract shall be
subcontracted or delegated in whole or in part to any other organization, association, individual,
corporation, partnership or other such entity without the prior written approval of the Towns. No
subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.
16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor’s failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Tax Exempt Status. The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

22. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
23. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached “Attachment A”.

24. Contractors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ____________ day of ____________ in the year Two Thousand and ____________.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

________________________________

________________________________

________________________________

________________________________

________________________________

________________________________

Date

FOR THE CONTRACTOR:

________________________________

________________________________

________________________________

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

1. **Project Name/Location For Which Firm Is Filing:**

2. **Project #:**

   This space for use by Awarding Authority only.

3a. **Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:**

3b. **Date Present and Predecessor Firms Were Established:**

3c. **Federal ID #:**

3d. **Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):**

   - Email Address:
   - Telephone No:
   - Fax No.: 

3e. **Name Of Proposed Project Manager:**

   For Study: (if applicable)
   For Design: (if applicable)

3f. **Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:**

3g. **Name and Address Of Parent Company, If Any:**

4. **Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):**

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Admin. Personnel</th>
<th>Ecologists</th>
<th>Licensed Site Profs.</th>
<th>Other</th>
<th>Total</th>
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<tr>
<td>Architects</td>
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<td>Acoustical Engrs.</td>
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<td>Civil Engrs.</td>
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<td>Code Specialists</td>
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<td>Construction Inspectors</td>
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<td>Cost Estimators</td>
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<td>Drafters</td>
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4a. **(1): SDO Certified Minority Business Enterprise (MBE)**

4b. **(2): SDO Certified Woman Business Enterprise (WBE)**

4c. **(3): SDO Certified Minority Woman Business Enterprise (M/WBE)**

4d. **(4): SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE)**

4e. **(5): SDO Certified Veteran Owned Business Enterprise (VBE)**

5. **Has this Joint-Venture previously worked together?**

   - Yes
   - No
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. Include Resumes of Project Managers. 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.

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<thead>
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<tbody>
<tr>
<td>a.</td>
<td>Name and Title Within Firm:</td>
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<td>b.</td>
<td>Project Assignment:</td>
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<td>c.</td>
<td>Name and Address Of Office In Which Individual Identified In 7a Resides:</td>
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<td>MBE ❑</td>
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<td>WBE ❑</td>
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<td>SDVOBE ❑</td>
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<td>VBE ❑</td>
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<td>d.</td>
<td>Years Experience: With This Firm: ________ With Other Firms: ________</td>
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<td>e.</td>
<td>Education: Degree(s) /Year/Specialization</td>
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<td>f.</td>
<td>Active Registration: Year First Registered/Discipline/Mass Registration Number</td>
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<td>g.</td>
<td>Current Work Assignments and Availability For This Project:</td>
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<td>h.</td>
<td>Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
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**Attachments:**

- Commonwealth of MA Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction

<table>
<thead>
<tr>
<th>a. Project Name And Location Principal-In-Charge</th>
<th>b. Brief Description Of Project And Services (Include Reference To Relevant Experience)</th>
<th>C. Client's Name, Address And Phone Number (Include Name Of Contact Person)</th>
<th>d. Completion Date (Actual Or Estimated)</th>
<th>e. Project Cost (In Thousands)</th>
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</table>
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:

<table>
<thead>
<tr>
<th>a. Project Name and Location Principal-In-Charge</th>
<th>b. Brief Description Of Project and Services (Include Reference To Relevant Experience)</th>
<th>c. Client’s Name, Address And Phone Number. Include Name Of Contact Person</th>
<th>d. Completion Date (Actual Or Estimated)</th>
<th>e. Project Cost (In Thousands)</th>
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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.
<table>
<thead>
<tr>
<th># of Total Projects:</th>
<th># of Active Projects:</th>
<th>Total Construction Cost (In Thousands) of Active Projects (excluding studies):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Role P, C, JV * Phases St., Sch., D.D., C.D., A.C.*</td>
</tr>
<tr>
<td></td>
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<td>Project Name, Location and Principal-In-Charge</td>
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</table>

* 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 ½” 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:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Aggregate Amount</th>
<th>Policy Number</th>
<th>Expiration Date</th>
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</thead>
</table>

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
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14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

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<tr>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
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15. Names Of All Owners (Stocks Or Other Ownership):

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<thead>
<tr>
<th>Name And Title</th>
<th>% Ownership</th>
<th>MA. Reg.#</th>
<th>Status/Discipline</th>
<th>Name And Title</th>
<th>% Ownership</th>
<th>MA. Reg.#</th>
<th>Status/Discipline</th>
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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.

<table>
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<tr>
<th>Submitted by (Signature)</th>
<th>Printed Name and Title</th>
<th>Date</th>
</tr>
</thead>
</table>

Attachment E - Commonwealth of MA Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction
3,860 SF Original Buildings Footprint
-915 SF Proposed Demo
2,945 SF Building to Remain
2,945 SF Building to Remain
+2,525 SF New Construction
5,470 SF New Building Footprint
+1,610 SF Increase

1,650 sf existing to remain
2,525 sf new construction
595 sf demo
1,295 sf existing to remain
320 sf demo