City of Lowell
Purchasing Department
City Hall
375 Merrimack Street, Room 60
Lowell, Massachusetts 01852

Project Name:	**Lowell Public Schools Comprehensive Safety Assessment**
RFP No.:	**15-92**
Date:	**May 4, 2015**
Buyer:	**P. Michael Vaughn**
Tel. No.:	**978-970-4110**
Fax No.:	**978-970-4114**
Email:	**pmvaughn@lowellma.gov**

The City of Lowell is seeking proposals from qualified architectural consulting firms to conduct Comprehensive Safety Assessment for the Lowell Public Schools. The technical section of this RFP explains the proposal requirements.

In One Sealed Envelope: include one original and five (5) copies of the technical proposal marked "Proposal RFP 15-92 Lowell Public Schools Comprehensive Safety Assessment " and One Sealed Envelope: include two original price proposals marked "Price Proposal RFP 15-92 Lowell Public Schools Comprehensive Safety Assessment ". (Note: If price proposal is included in the non-price envelope, the proposal will be automatically disqualified.)

DUE DATE
Sealed proposals are due and will not be publicly opened on: **Wednesday May 27, 2015** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at **11:00 AM**, EST/EDST, for the work described herein. BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.

APPROPRIATION CONTINGENCY
If the City fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The City's fiscal year begins July 1st.

CONDITIONS, REQUIREMENTS AND COVENANTS
PROJECT DOCUMENTS

Article 1. Acceptance or Rejection of Bids

The Purchasing Agent reserves the right to reject any or all bids and to accept any bid, in whole or in part which it considers to serve the best interest of the City of Lowell.

Any bid which is not according to prescribed form, not properly signed, or otherwise contrary to instructions may be rejected by the Purchasing Department.

All bids received by the Purchasing Department will be stamped in when received and said stamp shall indicate the time and date of receipt. All bids received will be publicly opened and read in the Purchasing Department at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

Article 2. Identification of Sealed Envelopes

Bids shall be placed in sealed envelopes that are marked on the outside with the name and address of the bidder, the title of the project and the scheduled date for the opening of bids. No responsibility will be attached to the City of Lowell or the Purchasing Department for the premature opening of any bid that is not properly identified.

Article 3. Certified Check and/or Performance/Payment Bond

A certified check made payable to the "City of Lowell" in the amount of **0%** must accompany this bid. **Bid bonds** are acceptable.

A **performance bond** in the amount of **0%** of the total dollar award is required prior to contract execution.

A **payment bond** in the amount of **0%** of the total dollar award is required prior to contract execution.

Article 4. Mailing of Bids

Bids which are mailed should be addressed to the Purchasing Department at 375 Merrimack St., Lowell, MA. 01852.

Article 5. Bid Forms

It is advisable that bids be submitted on appropriate Bid Forms prepared by the Purchasing Department in order to avoid errors, misconception or ambiguities in reference to the Project Documents.

Article 6. Possible Discrepancies in Specifications

Any inadvertent errors, omissions or discrepancies in the applicable specifications should be brought to the attention of the Purchasing Agent who shall then send written instructions to all bidders in order to effect the correction and clarification of the Project Documents. Failure of any bidder to receive any such addendum shall NOT relieve the bidder from any obligation under his bid as submitted.

Article 7. Waiver of Informalities, Deviations, Mistakes, and Matters of Form

The City reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the bid documents, which can be waived or corrected without prejudice to the Bidder. No officer or agent of the City is authorized to waive this reservation.

Article 8. General Bidding Instructions

Within any context of specifications wherein the item required is defined by using a particular trade name, or by the designation of a specific manufacturer, or by reference to a Dealer's catalogue, the phrase "or approved equal" is not intended to exclude the consideration of other products. Any consideration of an "approved equal", however, will be predicted on the basis that such an item is of equal value in terms of physical attributes, durability, and functional use. The final decision concerning the acceptability of any equipment item shall rest with the Purchasing Agent.

(a) Any clarification of specifications requested by bidders must be in writing addressed to the Purchasing Agent and received no later than ten (10) working days prior to the bid opening in order to be acknowledged.
(b) Bidders must state the name of the manufacturer and the material model of each item for which they submit a bid.
(c) All prices to be firm.
(d) Bid offerings must be based on INSIDE DELIVERY F.O.B. DESTINATION unless otherwise indicated by the city.
(e) All bidders must clearly state their terms of sale and maximum delivery time after receipt of order (ARO).
(f) All bidders must clearly state the terms and conditions of the manufacturer's and/or dealer's warrantee and guarantee.
(g) Any deviations from specifications must be clearly listed on bid sheet.
(h) Quantities are for bidding purposes only; the exact quantities to be determined by purchase orders.
(i) Bidders must submit brochures with their bid.
(j) All bids must be totaled and where indicated, please list unit cost and the total price of each item. Awards will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to the City.
(k) Proposals shall be type-written or written in ink. Erasures on bids will not be considered.
(l) Conditional bids will not be accepted by the Purchasing Agent.

Article 9. Requirements of City Departments

The actual requirements of the City Departments shall govern the actual amount delivered under a contract to be drawn and entered into between bidder and the City of Lowell, Purchasing Agent and approved by the City Auditor as to the availability of appropriation to pay for the materials and supplies to be furnished under the Contract aforesaid, shall be made a part of said Contract.

Article 10. Discount

In determining the amount of any bid, a discount is in the amount of 1% or more City pay day.

Article 11. Taxes

The City of Lowell is exempt from payments of Federal Excise Taxes and Mass. Sales Tax, and the attention of all bidders is invited to this fact. The City will furnish to successful bidders properly executed tax exemption certificates upon request. Such taxes should not be included in bid prices.

Article 12. Contractor's Responsibility for Specifications

Any measurements, calculations or estimates included herein are believed to be correct, but each bidder should conduct a thorough examination of the project himself, since no allowance will be made because of any inaccuracy that inadvertently appears within the context of the Bid Documents. The failure of any bidder to acquaint himself with conditions as they actually exist shall not relieve him from any obligations and responsibilities inherent within Bid Documents.

Article 13. Unloading, Assembling and Installing of Equipment

The Contractor is responsible for the unloading of any trucking units or vans involved in the delivery of project items, and for overseeing the assembly, placement and installation of all such equipment in areas specified by the Purchasing Agent.

Article 14. Cleaning Up

Following the delivery or installation of any equipment items, the Contractor shall remove from the site all rubbish, waste and surplus materials and the premises shall be left in neat, orderly and broom-clean conditions.

Article 15. Contractor's Liability Insurance

(a) Workmen's Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation Insurance for all his employees assigned to the project in the manner and to the extent provided for in Chapter 152 of the General Laws and the amendments thereto.

In the event that any employees of the Contractor are engaged in hazardous work at the site of the project and are not protected under Workmen's Compensation Insurance, the Contractor shall be responsible for providing sufficient insurance to cover such employees.

(b) Public Liability Insurance: The Contractor shall take out and maintain during the life of this Contract (1) Bodily Injury Insurance which includes coverage for accidental death and (2) Property Damage Insurance.

The Contractor further agrees to indemnify and save the Owner harmless from any responsibility arising under the context of the aforesaid paragraphs.

(c) Approval of Certificate and Evidence of Compliances: A true copy of a properly endorsed Insurance Certificate, issued by a company or companies duly licensed and authorized by the Commonwealth of Massachusetts to write the various types of insurance as specified above, shall be submitted to the Purchasing Agent as evidence of compliance with the requirements of the preceding paragraphs prior to the commencement of any work herein specified.

Article 16. Breach of Contract

If at any time the Contractor is unable to furnish material or services as ordered by the City, the City may order such material or services from such places as are available, and the Contractor shall pay to the City all expense incurred above the contract price.

Article 17. Signatures on the Bid Forms

If a bid is submitted by an individual, the full name and post address of this person shall be designated.

If a bid is submitted by a firm, partnership or corporation, it shall be signed by the person having the legal authority to execute such a document in behalf of the bidder, the individual signing the bid form shall then indicate his title or position in addition to the Full name and address of the firm, partnership or corporation (**certification attached – form D**).

Article 18. Guarantee

The bidder to whom a contract is awarded guarantees to the City of Lowell all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

Article 19. Withholding of Contract Award

The Purchasing Agent reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements and specifications.

Article 20. Modifications

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Contractor and of the City. Any variance from the terms and conditions of this Agreement or any order or other written notification given by either Party to the other that is not duly authorized shall have no force or effect.

Article 21. Change Order

The City may, at any time throughout the Term of the Agreement or any extensions thereof, issue a written Change Order requiring the Contractor to make changes within the general scope of the Agreement that may include additions, modifications, and improvements to the services. A Change Order shall not modify the overall purpose of this Agreement. No change order can exceed twenty-five (25) percent of the total price.

The Contractor may, at any time, propose in writing to the City for acceptance or denial, modifications to the Contract documents, which will benefit the City. The City shall review the Contractor's proposal and may request such modifications. Denial of a proposed modification shall neither provide the Contractor with any basis for a claim for damages nor release the Contractor from contractual responsibilities.

If the Change Order issued by the City causes an increase or decrease in the Contractor's cost to provide the services and/or requires a change to the schedule that, in the City's reasonable discretion, is determined to be necessary, an equitable adjustment will be made and incorporated into this Agreement.

Change Order Notice. Upon receipt of a Change Order issued by the City, the Contractor shall within ten (10) business days of receipt of the Order give written notice (including preliminary cost

and time estimates) to the City stating the Change Order to be either an alteration to, deviation from, addition to, or deletion from the Contract. Within thirty (30) days of receipt of the Order or other time period mutually agreed to by the City and the Contractor, the Contractor shall submit a detailed Change Order proposal, which includes the following information:
Description of change and details of work to be done. Detailed cost and pricing data, the cost detail should be comprehensive and readily traceable into the Contractor's accounting records and underlying supporting documentation. The Contractor's statement of additional time shall include a detailed schedule analysis identifying which schedule activities and key milestones are impacted.

Change Order Authorization. The Contractor shall not proceed with any Change Order work until the City gives written authorization. The City shall not accept any responsibility whatsoever for Change Order work performed by the Contractor without proper authorization by the City. All Change Orders shall be executed in accordance with the terms and conditions of the Contract. All executed Change Orders shall constitute the entire agreement between the City and the Contractor with regard to any and all costs and time extensions related to Change Order work.

Article 22. Samples

The Purchasing Agent may require the submission of samples either before or after the award of a contract, at no charge to the City, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official BID OPENING. Failure to submit said samples may be regarded as a basis for rejecting a bid. Samples may be impounded until satisfactory completion of the contract. Otherwise all samples must be called for by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Purchasing Agent will dispose of them as he sees fit.

Article 23. Compliance with Laws, By-Laws and Regulations

The Contractor shall keep fully informed and shall comply with the provisions of applicable federal, state, and municipal laws, rules, and regulations that in any manner regulate the Contractor's performance of this Contract and those engaged or employed with the services herein described, other than any such laws, rules and regulations that relate to City's own operations. The Contractor shall indemnify, protect, defend, and save harmless the City and its officers, agents and employees harmless from all fines, penalties, and liabilities imposed upon the City under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard, provided that if any public agency, authority or court seeks to impose such fine, penalty or liability on the City, the City shall promptly notify the Contractor and allow the Contractor, in consultation with the City, to object to and defend such imposition.

Article 24. Permits and Licenses

The Contractor shall secure at his own expense all permits and licenses, pay all necessary charges and provide all notices that are due in connection with the lawful prosecution of the work.

Article 25. Liens

The final payment on any project may be deferred until the Contractor has delivered to the Owner a complete release from all liens arising out of the applicable contract, or receipts covering all labors and materials for which liens could be filed, or a bond that satisfactorily indemnifies the Owner against all possible liens.

Article 26. Contractor's Expenses

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, incidental services and other facilities necessary for the execution and completion of the project. The contractor shall be responsible for royalties and costs associated with patents, trademarks, and copyrights in any way involved in the project. All Garland Roofing products will be purchased separately by the City of Lowell directly from Garland Roofing Products through FAC-27.

Article 27. Payment Schedule

Bills in triplicate for the amount of Materials and Supplies furnished by the successful bidder under the contract to be entered into should be submitted before the first day of the month in which payment is to be made to insure payment on the twentieth day of the month, except that where the time conditioned in the bid for the allowance of discount differs from the above successful bidder agrees to submit bill to the Purchasing Agent in sufficient time for such discount to be taken advantage of by the City which, in any event, shall not be less than ten days from the submission to the Purchasing Agent of such bills.

Article 28. Assignment

Neither the Contract nor any interest herein shall be assigned, pledged or otherwise transferred by the Contractor without the written consent of the City, except in the case of a transfer of all or substantially all of the Contractor's assets provided that all obligations of this Contract are assumed by the controlling entity. If the Contractor makes any such assignment, pledge or other transfer without the written consent of the City, the Contract shall be voidable at the election of the City. The City's consent to any such assignment, pledge or other transfer may impose such additional conditions thereon as may be deemed necessary to ensure the performance of the terms of the Contract by the assignee. Moreover, unless otherwise agreed to in writing by the City, any transfer by the Contractor shall not release the Contractor of its liability under the Contract.

Article 29. No Waiver

None of the provisions of this Agreement, unless otherwise specified, shall be considered waived by either party hereto unless such waiver is in writing and signed by both parties. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

Article 30. Limitation of Liability

Notwithstanding anything herein to the contrary, the Contractor's maximum aggregate liability for any loss or damages (other than death or personal injury) incurred by the City as a result of or in consequence of the acts or omissions of the Contractor, its employees, subcontractors or agents in the performance of services covered by this Agreement shall not exceed one hundred percent (100%) of the Contract value plus any adjusted value per executed change order; provided, however, that if the Contractor's applicable insurance coverage is greater than this amount, the limit of liability for the Contract shall be the total insurance coverage.

IT IS AGREED AND UNDERSTOOD THAT THE CITY SHALL BE ENTITLED TO RECOVER DIRECT DAMAGES INCLUDING "BENEFIT-OF-THE-BARGAIN" EXPECTATION DAMAGES AND DAMAGES FOR BREACH OF WARRANTY SUBJECT TO THE LIMITATION OF LIABILITY, AND THAT IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OR FAILURE TO REALIZE ANTICIPATED SAVINGS OR EFFICIENCIES ARISING IN CONNECTION WITH THIS AGREEMENT.

Article 31. Indemnification of the City

The Contractor agrees to indemnify, save harmless, and defend the City and all of its officers, agents, and employees from and against any and all third party suits, claims, or proceedings ("Claims"), and any losses, damages, charges or expenses, whether direct or indirect, and liability of every name and nature related to such Claims ("Liabilities") for or due to any loss or injury to persons or damages to real or tangible property to the extent caused by the Contractor or its employees, subcontractors or agents.

Article 32. Termination of Contract

Default Termination.

The City may, without prejudice to or waiver of any other right or remedy available to it, terminate or suspend this Agreement, in whole or in part, either immediately upon receipt of such notice by the Contractor or upon written notice to the Contractor seven (7) days prior to the effective date of such termination or suspension for an "Event of Default" as defined hereunder.

Termination for Convenience.

The City may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to

the Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties. If the Contractor is not in default or in breach of any material term or condition of this Agreement, the Contractor shall be paid its reasonable, proper and verifiable . Such payment shall be the Contractor's sole and exclusive remedy for any Termination for Convenience, and upon such payment by the City to the Contractor, the City shall have no further obligation to the Contractor. The City shall not be responsible for the Contractor's anticipatory profits or overhead costs attributable to unperformed work.

Article 33. Force Majeure

Neither party hereto shall be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by a Force Majeure Event. Should Contractor's services be delayed by a Force Majeure Event, the Agreement and Contractor's schedule for completion of tasks affected by such delay shall be extended. "Force Majeure" or a "Force Majeure Event" is an event beyond the control of a party and not due to the act or omission of such party, which materially and adversely affects the party's ability to meet its obligations under the Agreement and which event or the effects of the event would not have been anticipated and avoided by a prudent party acting commercially reasonably. Force Majeure Events may include, but are not limited to, Acts of God; acts or failures to act of government agencies and delays related to the City in either their contractual, sovereign or regulatory capacities; fires, floods, earthquakes, epidemics quarantines, strikes, wars, riots, terrorism, interruptions of energy supply or civil disturbances. Within thirty (30) calendar days after the last day of delay, the Contractor shall furnish the City with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Agreement references, and the measures taken to prevent or minimize the delay. Upon review of the detailed information concerning the delay, the City shall assess the impact the delay may have on price and schedule of the work and modify the Contract as needed.

Article 34. Mutual General Representation and Warranties

Corporate Power. Each party represents (a) that it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and (b) that it has full corporate power to own, lease, and operate its properties and assets, to conduct its business as such business is currently being conducted, and to consummate the transactions contemplated by this Agreement.

Authority. Each party represents that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding Agreement, enforceable against such party in accordance with this Agreement's terms, subject to the effect of bankruptcy, insolvency, moratorium and other laws now or hereafter in effect relating to and affecting the rights of creditors generally and to equitable principles of general application.

No Breaches. Each party represents that neither the execution nor delivery of this Agreement, nor the consummation of any of the transactions contemplated herein, will result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, or material agreement (subject to any applicable required consent), order, law, rule or regulation to which it is a party or which is otherwise applicable to it.

Article 35. Conflict of Interest

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the City by the Bidder, Bidder's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of the City; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts,

executive or legislative of the City; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the City's Chief Procurement Officer in writing and fully disclose all circumstances thereof. The City reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the City does not grant an exception, the Contractor shall, within ten (10) days of written notice from the City, take all action necessary to comply with the terms stated herein.

The Bidder shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws (**certification attached – form A**).

Article 36. Collusion

The Bidder shall sign an affidavit stating that Bidder understands that any bid submitted to the City is made without collusion with any other Bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud (**certification attached – form C**).

Article 37. Award or Rejection of Bids

The contract will be awarded to the lowest responsible and responsive bidder complying with the provision of the invitation provided the bid price is reasonable and it is to the interest of the city to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or wavier is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of bidder who has previously failed to perform properly or complete on time contacts of similar nature or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility the following qualifications, in addition to price will be considered by the Purchasing Agent

(a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
(b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(c) The quality of performance of previous contracts or services.
(d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contacts with the City and to the bidders employment practices.
(e) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
(f) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
(g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
(h) Whether the bidder is in arrears to the City in debt on contract or is a defaulter on surety to the City or whether the bidder's taxes or assessments are delinquent.
(i) The resale value of the subject of the contract.
(j) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

Article 38. Purchases of all Types of Vehicles

Does not apply

Article 39. Transaction by Third Parties

The City of Lowell will reject any and all bids for the purchase or lease purchase of equipment if any third party has or intends to have a security interest in said equipment.

The City will further reject any and all bids which would require the City to sign any agreement or agreements concerning financing of the transaction by third parties.

Article 40. INSURANCE REQUIREMENTS

The Contractor shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the "Cooperative" as an additional insured and amounts of such insurance shall be as follows:

A. Workers Compensation
   1. Statutory State, Massachusetts
   2. Coverage Limit, $100,000 each employee

B. General Liability
   1. Limits of Liability Combined Single Limit Bodily Injury and Property Damage of $3,000,000
   2. Arrangement of Coverage
      a. Premises Operations
      b. Owners and Contractors Protective
      c. Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.
      d. Cross Liability

C. Automobile
   1. Limits of Liability
      Combined Single Limit
      Bodily Injury and Property Damage of $1,000,000
   2. Arrangement of Coverage
      a. Employer non-owned
      b. Hired Car
      c. All Owned or Leased Vehicles

Said policies shall be so written that the City of Lowell will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Towns and Cities of this "Cooperative" before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures. ACCORD FORM 25-S or equivalent to be used.

Article 41. Pass Through Restrictions

The Contractor will not provide any good or service that was not specifically indentified and defined in the scope of service contained within the contract. Any good or service provided by the Contractor to the City that would be considered a "pass-through" is strictly prohibited.

Article 42. Environmentally Preferable Products Policy

The City of Lowell encourages, to the greatest extent practicable, the purchase of Environmentally Preferable Products (EPP) including, but not limited to, recycled products, that have a lesser or reduced effect on human health and the environment when compared with competing products or services that address the same purpose.

Form A

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the City's Conflict of Interest terms stated in Article 33 of these Contract Documents.

BIDDER'S NAME:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

Form B

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda

.

ADDENDA NUMBER	DATE ISSUED
_____	_____
_____	_____

Form C

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date:_____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

_____

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

_____
(Signature and Title of Person Making Affidavit)

Sworn to before me this _____day of _____, 20 ___

Notary Public: _____ My commission expires: _____

Form D

IN WITNESS WHEROF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Lowell as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

_____	_____
Signature of Person Signing Bid or Proposal (Type/Print)	BY: Corporate Officer
_____	_____
Corporate Name (Full Business Name)	BY: Corporate Officer (Sign)
_____	_____
Social Security or Federal Tax ID# Business (DBA)	State of Incorporation/City of Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine weather you have met tax filing or tax payment obligations. The City of Lowell is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than $5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

Form E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

Held _____ at which all the Directors

Were _____

Present or waived notice, it was voted that _____
(name)
_____Of this corporation, be it he or she, hereby is (corp. office)

authorized to execute bid documents, contracts and bonds in the name and on (corp. office)

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

document or contract or obligation in this corporation's name on its behalf under seal of the

corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or secretary)

Place of Business: _____

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

And that _____
(Name)

is the duly elected _____ of said corporation,

and _____
(Corp. office)

that the above vote has not been amended or rescinded and remains in full force and effect as of

the date set forth below.

ATTEST_____
(Clerk or secretary)

Date:*

* This date must be on or before the date of the Contract

Signature of Bidder _____

Print Name and Title _____

Company Name and Address _____

_____

Telephone Number _____

SECTION I. INSTRUCTIONS TO APPLICANTS

1. CONTENT OF THE PROPOSAL:

Each proposal should contain only pertinent information and requested documentation; demonstrate how the applicant meets the minimum qualifications set forth in the advertisement for the Request for Proposals; demonstrate the previous relevant experience of the applicant; have a table of contents or easily discernible, labeled sections; and contain exceptions, if any, to the Agreement attached hereto.

Each proposal must contain, at minimum, the following documents: resumes of all persons participating in the Project, including, but not limited to, the principals and consultants; and financial information. A proposal, which does not provide the inforn1ation and documentation requested or suggested, may be deemed nonresponsive and thereafter rejected.

2. SUBMISSION OF THE PROPOSAL:

Each original proposal (marked "ORIGINAL" on the sealed package) along with five (5) additional copies must be delivered to Lowell City Hall, Purchasing Department, Room 60, 375 Merrimack Street, Lowell MA 01852 no later than the date and time set forth in the advertisement and in the manner set forth therein. **It** is the responsibility of the applicant to insure that delivery is made in a proper and timely fashion. Any proposals received after such time will not be accepted, unless this date and time have been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Department by the deadline for receipt of proposals.

3. QUESTIONS AND CLARIFICATIONS:

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **five (5) business days prior to the Due Date.**

Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this IFB, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda. (**attached – form B**).

4. CORRECTION, MODIFICATION, OR WITHDRAWAL OF PROPOSAL:

Prior to the deadline for receipt of proposals, an applicant may correct, modify, or withdraw its proposal by making the request in writing. All corrections, modifications, or withdrawals must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating the title of the project, the deadline for the receipt of the proposals and a notation that the envelope contains a correction, modification, or withdrawal of the original proposal submitted for the particular project.

5. ADDITIONAL INFORMATION REGARDING THE PROJECT

Additional information with regard to the project may be attached hereto. Any such information is deemed incorporated herein and made a part hereof.

6. DURATION OF PROPOSAL

A proposal will remain in effect for a period of ninety (90) calendar days from the deadline for submission of proposals, until it is formally withdrawn according to the procedures set forth above, a contract is executed, or this RFP is cancelled, whichever occurs first. The City reserves the right to reject any and all proposals, or portions thereof.

7. ADDENDA

Addenda will be e-mailed by the Purchasing Agent only to those persons who were issued a copy of the RFP by the Purchasing Department. The Purchasing Agent may elect to issue any addendum by regular U.S. mail or email.

8. SELECTION CRITERIA

The selection of the finalists will be based, at minimum, on the following criteria: prior similar experience; past performance on public and private projects; financial stability; and identity and qualifications of the consultants who will work with the applicant on the project, including professional registration when required.

Each applicant will be required to state what exceptions it has, if any, to the terms of the proposed Agreement, attached hereto. If no exceptions are raised, the applicant will be deemed to have waived any right to make exceptions thereafter. The City reserves the right to reject an applicant if, in the opinion of the City, the exceptions are inconsistent with the goals of the City.

9. SELECTION PROCESS

All proposals will be reviewed by the Selection Committee ("the Evaluation Committee"). The Committee will rank all candidates and make a recommendation to the City Manager to enter negotiations with up to three highest ranked firms.

Otherwise, the Committee may choose to select up to three (3) applicants to be interviewed ("the short list"). The Purchasing Agent will notify all applicants of the names of the applicants selected for the short list. The short-listed applicants will be notified, either by mail or email of the date, time and place for their interviews and any other pertinent information related thereto.

Within a reasonable period of time after the last interview, the Committee will forward to the City Manager its recommendation of the final ranking of the short-listed applicants. The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

The City shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the City is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in order in which they were ranked by the Committee until agreement is reached.

Once successful negotiations have concluded or if the fee has been set, the City will prepare the appropriate number of contracts and submit them to the successful applicant for signature. Upon receipt of the executed contract and all other required documents, the City will have the contracts signed by the appropriate City officials. For specific projects, the City will determine a scope of services, request proposals from an unspecified number of firms and subsequently award that work. This award will result in the issuance of a purchase order. Unless otherwise stated, the issuance of the purchase order is tantamount to a Notice to Proceed, at which time the successful applicant will be expected to begin work under the contract.

SECTION II. SCOPE OF WORK

School Security and Emergency Management Assessment

The Lowell Public Schools seeks a vendor to perform a School Safety Assessment of its elementary, middle and high school buildings. This assessment is solicited to provide an assessment of the school district's relative safety, and to provide a gap analysis with accompanying recommendations for areas of improvement regarding potential emergencies. The assessment process will assess the school district's strengths and potential vulnerabilities, in an effort to ensure that students achieve their learning potential within a safe and secure environment.

1. Security Assessment

1.1 The aim of the assessment is to identify any cost recommendations to reduce the likelihood and impact upon the school district of: death and/or injury of staff and students through natural disaster, accidental causes, or human action; destruction or significant damage of facilities; intruder access; theft; and vandalism. The assessment will seek to build upon security-related investments made by the school district, as well as emergency protocols already in place.

2. Service Description

2.1 The outcome of this school security assessment process should be a report that makes those capital and operating recommendations necessary to avert or reduce personal injury and property damage risks. The report should provide sufficient detail to assist school administrators in budgeting for and implementing the recommendations, and to enable others to understand the issues and the associated solutions that are recommended. The school district is responsible for implementing report recommendations regarding capital, operating, and procedural changes.

2.2 While individual providers will have their own methodology – which should be described as part of the response to this RFP – the following is a basic breakdown of the expected services:

a. Meet school district staff and/or board members on-site and discuss current concerns or problems.

b. Interview Superintendent of Schools, Emergency Management Director, Police Chief, Fire Chief, and EMS Director (or their designees) to discuss current concerns or problems regarding school safety and security.

c. Conduct an assessment of each school site, including a night assessment and assessments at varying times during the school day.

d. Provide a report to the Superintendent of Schools that includes, but may not be limited to, the following:

- A description of each school and its environment, including detailed floor plans for all facilities, and maps or aerial photos (i.e., Google) with line topography, parking, line of sight, and traffic flow for each facility.
- Detailed description of each school's specific security issues
- An analysis of district administration planning and protocol for security and safety emergencies
- The assessment methodology
- Details of the completed assessment

- Resulting recommendations and cost estimates in descending order of importance
- Digitized documentation of relevant details and areas, including detailed floor plans containing all recommendations/options/proposals for each school facility.

2.3 Prior to completion and presentation of the Final Assessment Report, a draft assessment report will be made available to the Superintendent of Schools.

3. Security and Emergency Management Assessment Components

3.1 School District serves 14,000 students with 1,900 employees in a total of 14 elementary schools, 8 middle schools, 1 high school and 4 sites with alternative programs. Remaining demographics – including general makeup of the population, student populations and demographics, and staffing – will be supplied by the school district.

3.2 Document Review to include the following

a. Emergency management policies and protocols regarding:
- Existing school district crisis management or contingency plan; school district crisis communication plans; and school crisis response manual.
- Evacuation routes and designated areas
- Search and rescue routes
- Family reunification facilities
- Incident command post(s)
- Procedures for shutting off utilities
- Inventory of emergency supplies, fire extinguishers and master keys

3.3 Examination of School Characteristics and Buildings

a. Note all specific areas of concern regarding building exteriors, including
- Grounds and outdoor play areas
- Parking and bus drop off areas

b. Detail concerns about each school building and interior, such as
- Building access and procedures
- Interior safe areas
- General non-structural earthquake or evacuation hazards

3.4 Monitoring and Surveillance

a. Adequacy of security cameras
b. Monitoring of cameras from school interior and/or remote safe location
c. Maintenance of security camera recordings
d. Security presence on school grounds
e. Reporting protocol and follow-up re suspicious persons/items

3.5 Emergency Operations Planning & Response

a. Evaluate maps of schools layouts for the inclusion of room numbers, evacuation routes, utility shut offs, location of first aid kits, and other relevant information
b. Identify assembly areas for students outside of sight of parents

3.6 Information Exchange and Communication – inter-school and intra-school, as well as with first responders via telephone, internet, panic buttons, etc.

3.7 School District Climate and Culture

a. Staff and student training and drills

b. Identify potential obstacles – both physical and attitudinal - to implementing recommendations to enhance safety and security.

EVALUATION CRITERIA

The PROPOSER must provide a list of all communities where the PROPOSER has completed projects undertaken in Massachusetts within the past five (5) years similar in scope and size of this project. In tendering a response, interested and qualified firms/individuals should identify municipalities and/or school districts for which they have previously conducted school security assessments and the dates of same; outline relevant experience that may mitigate a lack of prior assessment experience; and detail the projected cost for this proposed assessment. All reference projects must be identified with a contact person and telephone number.

The PROPOSER must submit evidence of its capabilities, financial condition, staffing levels, firm background, etc. and a timetable describing the estimated time to complete the report, from initial inquiry to the presentation of the Final Assessment Report, should be provided as part of the tender response.

The Lowell Public Schools selection committee may interview the top scoring firm(s) is required to complete the award process.

COMPARATIVE CRITERIA

	Highly Advantageous	Advantageous	Not Advantageous
I. General Qualifications A proven track record with similar-sized New England City and Towns	Has outstanding experience, with a proven track record, providing same scope of services to NE Municipalities of similar size	Has adequate experience, with a proven track record, providing same scope of services to NE Municipalities of similar size	Has limited experience, with a proven track record, providing same scope of services to NE Municipalities of similar size
II. Presentation, Communication & Vision A superior vision for providing valuable engineering services	Has communicated, through the submittal process, a superior vision for providing engineering services valuable to the project	Has communicated, through the submittal process, an adequate vision for providing engineering services valuable to the project	Has communicated, through the submittal process, a limited vision for providing engineering services valuable to the project
III. Project Team An experienced and capable project team and project manager	Has a superior project team and an experienced project manager, both with significant expertise relevant to the project	Has a project team and an experienced project manager, one of which has limited expertise relevant to the project	Has a project team and an experienced project manager, both with limited expertise relevant to the project
IV. Market Familiarity Firm has demonstrated the ability to provide the services	Has experience/ resources that indicate a strong likelihood of success	Has experience/ resources that indicate a moderate chance of success	Has experience/ resources that indicate the potential of success
VI. References Strength and credibility of client references	The proposal indicates three or more strong and credible client references with contact information providing similar scope of services	The proposal indicates two strong and credible client references with contact information providing similar scope of services	The proposal indicates only one strong and credible client references with contact information providing similar scope of services