

RFQ#2025OPM

REQUEST FOR QUALIFICATIONS (RFQ) SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT OWNER'S PROJECT MANAGER NEW ADMINSTRATIVE AND OPERATIONS FACILITY



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I. LEGAL NOTICE

RFQ#2025OPM

REQUEST FOR QUALIFICATIONS (RFQ) SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT OWNER'S PROJECT MANAGER

NEW ADMINSTRATIVE AND OPERATIONS FACILITY

South Hadley Electric Light Department (SHELD) will receive responses from qualified firms for Owner's Project Manager (OPM) Services for the design, engineering and construction administration of the new Administrative and Operations Facility located in South Hadley, MA. It is anticipated the Project will be completed in 2027.

Hardcopies of this RFQ package may be obtained at the SHELD Offices, Monday through Friday between 9:00 am and 3:30 pm. This RFQ package is also available on our website: www.sheld.org, under "About" then "RFP and Specifications".

Responses shall be received up to 9:00AM EST, May 02, 2025, in the main lobby of SHELD offices located at 85 Main St, South Hadley, MA 01075, to be considered.

SHELD reserves the right to reject any and all responses, to waive informalities and to award a contract in a manner that is in the best interest of SHELD. All questions regarding this RFQ should be directed to the Director of Operations, Adam St. Martin at <u>astmartin@sheld.org</u>.



II. SCOPE OF SERVICES

Background

The Project includes the greenfield development of a parcel of land located in South Hadley, MA. This property will be developed to include an administrative building which will support the General Manager, Engineering, IT, Customer Service and Marketing, and Finance. In addition, it will also provide locations for both Electric and Telecom Operations personnel. The site will include a 14-bay enclosed garage, enclosed warehouse, and exterior storage which includes both covered and open storage areas. The facility will include employee parking areas, a fuel dispensing depot, and emergency/backup generator.

Caolo & Bieniek Associates, Inc. (CBA) has been involved in supporting the development of a conceptual site option study. This involved the development of a Spatial Needs Assessment based on input from SHELD to support the current workforce and consider future expansions. CBA then established conceptual layout options to evaluate fit and function while taking into account planning, zoning and environmental requirements. A copy of CBAs Spatial Needs Assessment and Approved Conceptual layouts and elevations are included in the attachments. Funding for the overall project has not been approved yet. This request will happen after proposals have been received and reviewed.

Scope of Services

The Owner's Project Manager's (OPM) responsibilities shall include performance of all services customarily performed by an Owner's Project Manager, including but not limited to, the following services:

- 1. Develop a request for proposal (RFP) for design services of an architect/design firm.
- 2. Oversee and review the architect's work as it relates to the quality and efficiency of design and preparation of architect's schedules and cost estimates.
- 3. Review architect's invoices for services rendered and make recommendations for payment.
- 4. Define any conflicts between and among design documents, including between schematic and final designs, and make recommendations to SHELD and the architect to resolve them.
- 5. Review the schematic plans, design development documents, construction documents, evaluations, and specifications for cost effectiveness, constructability issues, missing items, coordination, and compliance with the requirements of M.G.L. Chapter 149, Section 44A-M and all other applicable laws and regulations including all requirements.



- 6. Attend meetings and all other designated committees the Project is presented to, for permitting requirements, to present reports on status of project and progress in meeting the desired schedule which will be agreed upon with the selected Respondent.
- 7. Act as the Owner's Agent during the planning, design and engineering development of this project.
- 8. In general, provide advice and consultation to SHELD with respect to design, value engineering, scope of work, cost estimating, general contractor and sub-contractor pre-qualifications, scheduling and coordination of all work.
- 9. Assist the Owner and Architect with the preparation and issuance of bid and other procurement documents for contract work, including but not limited to required filed sub-bids in accordance and compliance with all public bidding requirements and General Laws of the Commonwealth of Massachusetts.
- 10. Assist SHELD with pre-qualification of bidders and filed sub-bidders.
- 11. Oversee the work of the Architect and complete an Architect Evaluation upon completion of the project.
- 12. Oversee the work of the General Contractor throughout construction and provide full-time on-site representation throughout construction.
- 13. Provide support services throughout close-out and associated one (1) year warranty period.
- 14. Coordinate with SHELD and other Town Departments, as necessary, to facilitate the completion of the project, including, but not limited to, attending Town/SHELD Board/committee/commission meetings, monitoring budget compliance and coordinating on-site issues with Contractor/Architect.
- 15. Assist with evaluations of contractors and sub-contractors upon completion of the project(s).

Schedule and Milestones

Project Schedule for the basis of proposal development. Proposals shall be based on the following milestones which are critical to the Project. SHELD requires the OPM to provide a detailed schedule, based on the OPM's understanding of this RFQ and the Bid Documents, that either meets or exceeds the milestone deliverable dates below.

•	RFP Development, Bid and Award to Architect/Engineering Firm	1-2 Months
•	90% Engineering Package Deliverable	4-5 Months
•	Submission Local Approval Applications	1-2 Months
•	Development, Bid and Award contract to Contractor	2-3 Months
•	Construction Phase	16-18 Months



III. MINIMUM QUALIFICATIONS AND EVALUATION

Minimum Qualifications

In order to be eligible for selection, each Respondent must certify in its cover letter that it meets the minimum requirements detailed below. Any response that fails to include such certification in its response demonstrating that these criteria have been met, will be rejected without further consideration.

- 1. Each response shall be accompanied by a completed DSB Application, a copy of which is attached hereto.
- 2. Responses shall be signed as follows: (1) if the respondent is an individual, by her/him personally; (2) if the respondent is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- 3. Each Respondent must designate an individual who will serve as the Project Director and Project Manager.
- 4. Both the Project Director and Project Manager shall be registered by the Commonwealth of Massachusetts as an architect or professional engineer and have at least eight (8) years of experience in the construction and supervision of construction and design of public buildings, or; if not registered as an architect or professional engineer, they must have at least ten (10) years' experience in the construction and supervision of construction and design of public buildings.
- 5. A thorough knowledge of the Massachusetts State Building Code, Stretch Code, the regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act.
- 6. A thorough knowledge of all Massachusetts public bid laws, including without limitation, M.G.L. Chapter 149, Section 44A-M.
- 7. Prior experience acting as Owner's Project Manager administering design and construction on projects of similar size and scope, especially Utility Operations Facility Projects.
- 8. Financial and operational ability to perform project management services on the project within established budget limits and time schedules.
- 9. Familiarity and/or experience relating to "green" construction, energy efficiency and generation, and grant sources for same.
- 10. Documentation of such experiences must be included in the response.



- 11. Not be debarred under M.G.L. c.149, §44C or disqualified under M.G.L. c.7C, §47.
- 12. If not included in the DSB Application, the following must be included in or accompany the cover letter:
 - a. certification that the applicant legal entity, if applying to perform OPM services other than preparation of studies, surveys, soil testing, cost estimates or programs, is a construction manager as defined in subsection (b) of section 44 of chapter 7C of the General Laws;
 - b. the names and addresses of all partners, if a partnership, of all officers, directors and all persons with an ownership interest of more than 5 per cent in the applicant if not a partnership;
 - c. the registration number and status of each such person in every jurisdiction in which such person has ever been registered as an architect, landscape architect or engineer;
 - d. list of all projects for all public agencies within the Commonwealth for which the applicant has performed or has entered into a contract to perform OPM services within the 5-year period immediately preceding the filing of the information required in this section;
 - e. a list of all current projects for which the applicant is performing or is under contract to perform any design services; and
 - f. if the applicant is a joint venture, the information required in this section shall be required for each joint venturer, as well as for the joint venture itself.

Evaluation Criteria

Responses that meet the minimum qualifications above must demonstrate satisfaction of the following criteria:

- 1. Proposed approach to this project which will minimize project management costs while assuring high quality standards of performance in meeting SHELDs goals and objectives for completion of a well-designed building within budget and schedule and giving maximum value for money.
- 2. Prior Similar Experience
 - a. Documented experience by the firm and key project personnel on similar type and size projects within the last five (5) years.
 - b. Documented experiences by the firm and key project personnel on public facility projects and construction projects in Massachusetts.
 - c. Provide contact information for these projects as possible references.



- 3. Past Performance on Public and Private Projects
 - a. Documented successful performance on previous projects of similar cost, size, and trades.
 - b. Documented and demonstrated knowledge of the MA State Building Code and all pertinent codes and regulation related to successful and timely completion of the projects.
 - c. Demonstrated knowledge of MA Procurement and Public Construction laws (MCPPO certification preferred).
- 4. Financial Stability
 - a. Documentation that the firm has the financial resources and stability to undertake a project of this scope and size in conjunction with any other current projects.
- 5. Demonstrated Capacity and Resources to Undertake a Project of this Magnitude
 - a. Documentation that the firm has sufficient staff and capacity to undertake this project on the identified schedule in conjunction with any other current projects on which they are working.
 - b. Identify current workload of staff assigned to the project.
 - c. Documented and verifiable evidence of meeting timelines for public facility construction projects.
- 6. Identity and Qualifications of Consultants Who Will Work with the Applicant on the Project
 - a. Documentation that any/all consultants have the required registrations and licenses.
 - b. Documentation of experience by any/all consultants on projects of a similar size and cost.

Comparative Criteria

The following ratings will be used to measure the relative merits of each submission which has met the Minimum and Evaluation Criteria described above. Those submissions which do not meet the criteria will be deemed unacceptable and will not be considered for this project. These rankings will be applied to each of the Evaluation sections for the purpose of scoring the value of each submission.

Definition of the rankings is as follows:

- 1. **Highly Advantageous**: That submission which demonstrably meets or exceeds all evaluation criteria set forth above.
- 2. Advantageous: That submission which meets or exceeds a majority of the evaluation criteria. Vagueness or lack of information may not allow full understanding of the Submitter's description of services, staff qualifications, etc.
- 3. Not Advantageous: That submission which clearly does not meet a majority of the evaluation criteria.

SHELD reserves the right to reject any proposal or all proposals. SHELD may or may not, within its sole discretion, seek additional information from Respondents. This RFQ, any addenda issued,



and the selected Respondent's response will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-Consultants identified in the response shall take place within four (4) months of start of services and thereafter only with the prior written approval from SHELD.

IV. FEE

SHELD will negotiate a fee with the selected OPM. If unable to negotiate a contract with the firstranked selection within 30 days, SHELD will then commence negotiation with the second ranked selection and so on, until a contract is successfully negotiated and approved by the Municipal Light Board.

SHELD reserves the right to re-advertise if a fee and/or final scope of work cannot be negotiated with one of the top three ranked firms. The negotiated fee will include all expenses, direct and indirect, related to this project.

A final construction cost in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

V. SUBMISSION DEADLINE AND INSTRUCTIONS

Sealed submissions shall include one (1) signed original and four (4) copies and one electronic version in PDF format on thumb drive must be received **no later than May 02, 2025, at 9:00 AM** at SHELD headquarters located at 85 Main St, South Hadley, MA 01075. Responses submitted by fax or by electronic mail will not be considered. Responses will only be accepted if sent by certified mail (return receipt requested), Federal Express or similar, or delivered by hand between the hours of 8:00 am and 3:30 pm, Monday through Friday. The proposal must be filled out and signed as directed therein, sealed in an opaque envelope addressed as follows:

RFQ#2025OPM – RFQ for OPM Services SHELD Administrative and Operations Facility ATTN: South Hadley Electric Light Department 85 Main Street South Hadley, MA 01075

Applicants must also execute and include in the sealed submission the Certificate of Corporate Authority, Certificate of Non-Collusion, Conflict of Interest Statement, Certificate of Tax Compliance, Truth-in-Negotiations Certificate, and a DSB Application (copies of which are attached) and acknowledgement of any addenda, if applicable.

VI. QUESTIONS, ADDENDUM, OR MODIFICATION

Questions concerning this RFQ must be submitted in writing to: <u>astmartin@sheld.org</u> with a carbon copy to <u>kmendoza@sheld.org</u>. Only inquiries received seven (7) or more days prior to the submittal deadline will be considered. Written responses to questions will be posted on SHELD's website four (4) days prior to the submittal deadline.



An applicant may correct, modify, or withdraw a response by written notice received by SHELD prior to the time of opening of responses. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. (#) for RFQ#2025OPM for OPM Services SHELD Administrative and Operations Facility." Each modification must be numbered in sequence and must reference the RFQ.

After the opening of responses, an applicant may not change any provision of their response in a manner prejudicial to the interests of SHELD or fair competition. Minor informalities may be waived by SHELD.

VII. ADDITIONAL INFORMATION

- 1. SHELD is an equal opportunity employer and encourages responses to RFQs from Massachusetts certified minority and women-owned businesses.
- 2. SHELD reserves the right to reject any response which, in its judgment, fails to meet the requirements of the RFQ; or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or which contains errors; or if determined to be in the best interest of SHELD to do so.
- 3. SHELD may cancel this RFQ, in whole or in part, at any time whenever such act is deemed in the best interest of SHELD.
- 4. SHELD reserves the right to waive minor discrepancies or informalities.
- 5. No inquiries about this RFQ will be entertained after the deadline set forth above for the submission of questions.
- 6. All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c.66, sec.10 and c.4, section 7(26). Any statements included in responses that are inconsistent with the provisions of such law shall be disregarded and the remainder of the response shall be considered.
- 7. A Respondent may withdraw or modify their proposal prior to the deadline for receipt of responses, as set forth above. All proposals submitted must remain valid for 90 days following RFQ deadline.
- 8. The Owner is not responsible for, and will not pay for, any costs incurred in preparing a Response to the RFQ, interviewing for the project, negotiating a contract for the project, or any other costs incurred prior to entering a contract with the OPM.
- 9. South Hadley Electric Light Department is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore tax-exempt. This must be considered when submitting contract prices. A tax-exempt certificate will be provided.



- 10. For the purposes of insurance coverage, the Respondents shall provide certifications of insurance which at a minimum meet the requirements outline in Attachment A. Failure to provide proof of minimum coverage values will be grounds for rejection.
- 11. SHELD reserves the right to revisit the insurance minimum requirements and request changes based on the negotiated fee for OPM services with the successful respondent.

VIII. AWARD

This is not a price competition, but rather SHELD's decision will be based upon qualifications and experience of respondents. SHELD may schedule interviews with three, or more, highest scoring firms or individuals. SHELD will rank the finalists based on consideration of the submission requirements, the evaluation criteria, and the interview (if applicable).

All proposals submitted in response to this RFQ shall remain valid for ninety (90) days following the opening of responses. The contract will be awarded within (90) days after the opening. The time for award may be extended for up to 45 additional days by mutual agreement.

SHELD will evaluate responses and rank the top three respondents and will enter negotiations with the highest-ranked Respondent. If such negotiations are unsuccessful after a negotiation period of 30 days, SHELD may enter negotiations with the second-highest ranked Respondent and may repeat that process with the next highest-scoring Respondent until successful. Upon a successful negotiation, SHELD will incorporate into its Standard Contract appropriate specifics for this project and submit the contract to the selected Respondent for execution. In the event that the selected Respondent fails, neglects or refuses to execute the contract within a specified number of days after receiving the Contract from SHELD, SHELD may terminate the award of the contract and negotiate with the next top-ranked respondent, or terminate this procurement. If negotiations with one or more of the Respondents prove unsuccessful, SHELD may reject all responses and may choose to re-advertise if deemed in the best interests of SHELD to do so.



CERTFICATE OF CORPORATE AUTHORITY

The principal, officer, or person to sign below pledges under penalties of perjury, that he or she has been designated by the Owner(s) or the Board of Directors of the below named firm as an authorized representative.

Date:
Signature of individual submitting bid or proposal:
Printed Name of Person signing the bid or proposal:
Title of Person signing the bid or proposal:
Name of Business:
Business Address:
Business Phone:



CERTIFICATE OF NON-COLLUSION

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

Authorized Signature		
Printed Name		
Title		
Company Name		
Company Address	 	Zip Code
Telephone #	 Date	



CONFLICT OF INTEREST AND FINANCIAL STATEMENT CERTIFICATION

The applicant hereby certifies that:

- 1. The applicant has not given, offered, or agreed to give any person, corporation or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
- 2. No Consultant to, or subcontractor for the undersigned has given, offered, or agreed to any gift, contribution, or offer of employment to the undersigned, or to any other person(s), corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the undersigned.
- 3. That no person(s), corporation, or other entity, other than a bona-fide full-time employee of the undersigned has been retained or hired to solicit for/or in any way assist the undersigned in obtaining the contract for services upon an agreement or understanding that such person(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the undersigned.
- 4. That for services contracts that exceed \$30,000 and the estimated cost of construction exceeds \$300,000, the undersigned has internal accounting controls as required by M.G.L. c.30, \$ 39R(c) and that the undersigned has filed and will continue to file an audited financial statement as required by M.G.L. c.30, \$ 39R(d).

Name of Applicant:		
_Title:		
_Date:		



CERTIFICATE OF TAX COMPLIANCE

Tax Certification

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Chapter 151A, Section 19A, the undersigned business certifies under penalty of perjury that the business is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

** Signature of Individual

Federal Taxpayer ID #

By:___

Date:

Corporate Officer

* The provision in the Attestation relating to child support applies only when the contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.



TRUTH-IN-NEGOTIATIONS CERTIFICATE

The undersigned business hereby certifies under penalties of perjury that:

- (i) the wage rates and other costs used to support the project manager's compensation in negotiations are accurate, complete and current at the time of contracting; and
- (ii) the original contract price and any additions to the contract may be adjusted within 1 year of completion of the contract to exclude any significant amounts if South Hadley Electric Light Department determines that the project manager's fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

Name of Business:			
Address:			
By:	Title:		
·			
Printed:			
	—		
Date:			
Date:			



LIST OF ATTACHMENTS

- A. South Hadley Electric Light Department Standard Contract
- B. Standard Designer Application Form for Municipalities and Public Agencies
- C. Tax Exempt Certification
- D. Spatial Needs Assessment
- E. Conceptual Floor Play Layout
- F. Conceptual Building Elevations