

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL CONTINUING PROFESSIONAL SERVICES Addendum 1, 11/18/2024

Town of Johnson, VT

Edits:

-Last day of questions changed from 12/4/24 to 11/27/24

CALENDAR OF EVENTS / RFQ TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the TOWN OF JOHNSON. If the TOWN OF JOHNSON finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFQ	November 15, 2024
Last Day for Questions	November 27 th , 2024
Addendums Posted (If Necessary)	
Submission Deadline	November 29 th , 2024 (12:00 p.m.) Via Email, in-person, or USPS Must be in hand
Selection Committee Meeting	TBD
Vendor Presentations (If Necessary)	November 21 st , 2024 10am
Award and Enter into Contract Negotiations	December 2 nd , 2024

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR QUALIFICATIONS

Sealed qualifications will be received by the TOWN OF JOHNSON at the municipal Offices located at 298 Lower Main Street, Johnson, VT until 12:00 pm on November 29th, 2024. Proposers shall take careful notice of the following conditions of this Request for Qualifications:

- Submissions by FAX will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace qualifications at any time until the deadline for submission of qualifications.
- All questions received by November 29th, 2024 until 12:00pm will be considered. Questions will not be answered over the phone. Questions regarding the RFQ process must be in writing and emailed to tojadministrator@townofjohnson.com
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Thomas Galinat for questions relating to this project. Anyone attempting to lobby TOWN OF JOHNSON representatives may be disqualified. The Selection Committee Members shall be Library Director, Library Trustee Chair, Delegated Selectboard member, and Town Administrator.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR THE TOWN OF JOHNSON'S WEBSITE, townofjohnson.com, FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

QUALIFICATION DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Qualification Package or alternate RFQ submitted:

- ❏ One (1) original complete packet or one (1) electronic single PDF version
- ❏ RFQ Cover Page. This is to be used as the first page of the RFQ. This form must be fully completed and signed by an authorized officer of the vendor.
- ❏ Tab A – Statement of Interest
- ❏ Tab B – Form 1 – Firm Profile
- ❏ Tab C – Team Composition and Resumes
- ❏ Tab D – Form 2 – Outside Key Consultants
- ❏ Tab E – Form 3 – Location
- ❏ Tab F – Form 4 – Illustrative Work

- ❏ Tab G – References
- ❏ Tab H – Additional Information

- ❏ Tab I – Additional Required Documents
 - Proposer's Certification / Addenda Acknowledgement Form
 - Qualification Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFQ form.
 - Hold Harmless Agreement
 - Conflict of Interest Disclosure Form
 - A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Qualifications Form (if applicable).
 - A Certificate of Insurability (COI) shall accompany each Qualification or alternate qualification, in the amounts as prescribed by the Town.

PART 2 - INTRODUCTION

PURPOSE

The TOWN OF JOHNSON, Vermont ("the TOWN") is interested in selecting an Architectural Firm/s that can provide the required services to design the structure, interior, and exterior of the relocated Johnson Public Library with a porch and addition. This RFQ does limit the involvement of the firm to a single project for utilization of all TOWN projects "as needed". The Town requests that qualified firms submit letters of interest and qualifications for consideration in the selection of an architectural firm. The Town may select, or not select, at their sole discretion, any firm that the Town feels will best address their needs.

SELECTION PROCESS

1. Request for Qualifications (RFQ). Selection will be based on the criteria as defined within this Request for Qualifications. The TOWN has the absolute ability to select the firm(s) strictly based on the response to this RFQ. However, review of responses by TOWN may result in a short-list of firms to be interviewed.
2. After interviews (if required), candidates will be ranked, with the highest ranked firm(s) selected to enter into contract negotiations.

QUALIFICATIONS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective firms must submit a complete response as required by the RFQ checklist of items found in Part 1. Firm must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFQ.

GENERAL SELECTION CRITERIA

The TOWN's intent is to minimize the cost to firms who are responding to this request for qualifications, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused qualifications that document your firm's suitability for this Project and understanding of the Project and TOWN. Experience must be described by each firm if there are multiple firms proposed as one team.

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the qualifications will be based upon the capabilities of the respondents and will result in an award that is in the best interest of the TOWN. Factors to be considered in the evaluation include:

- Capability of the proposer to deliver the proposed services. Relevant experience and qualifications of the proposed project manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Vermont.
- Responses from a minimum of five references.
- Composition, qualifications, and diversity of the skillset of the project team for the services required by the RFQ.

ADDITIONAL CONDITIONS

- The TOWN reserves the right to reject any or all Qualifications received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of qualifications by the TOWN, the qualifications shall become the property of the TOWN without compensation to the proponent, for disposition or usage by the TOWN at its discretion. Once submitted to the TOWN, all documents will be public after the opening of the sealed responses.

- **Costs to Prepare Responses:** The TOWN assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these qualifications.
- **Equal Employment Opportunity:** During the performance of this Contract, the Firm agrees as follows: The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF QUALIFICATIONS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONSULTANT will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the TOWN OF JOHNSON in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the RFQ/Contract Documents. Any questions or request for interpretation received IN WRITING by TOWN OF JOHNSON before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFQ opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Qualification Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her RFQ package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFQ will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before the established RFQ scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF QUALIFICATION

Signature of the Vendor: The Vendor must sign the Qualification forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his authority to sign the RFQ forms must be submitted. The Vendor shall state in the Qualification Form the name and address of each person interested therein.

TAX EXEMPT STATUS

The TOWN OF JOHNSON is a governmental agency under Vermont law and exempt from Vermont sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The TOWN OF JOHNSON actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Consultant must be able to verify an employee's eligibility to work in the U.S. upon demand by the TOWN OF JOHNSON throughout the duration of the contract.

TOWN OF JOHNSON

The TOWN OF JOHNSON is a unit of local government and as such reserves the right to reject any and/or all RFQ packages, reserves the right to waive any informalities or irregularities in the RFQ or examination process, and reserves the right to award the RFQ and/or contracts in the best interest of the TOWN OF JOHNSON.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

RIGHT TO AUDIT RECORDS

The TOWN OF JOHNSON shall be entitled to audit the books and records of the Consultant or any sub-Consultant to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Consultant for a period of three (7) years from the date of final payment under the Agreement and by the sub-Consultant for a period of three (7) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for a fixed term or with no time limitation except that the contract must provide a termination clause unless otherwise indicated.

PART 3 SCOPE OF SERVICES

OBJECTIVE

TOWN OF JOHNSON is seeking qualified consultants (Design Professionals) to provide professional architectural services on an ongoing basis. Assignments could include work associated with the Relocation of the Johnson Public Library or various operating and maintenance issues as minor projects arise related to Town facilities. Architectural Services could include, but not be limited to:

- Design and preparation of construction documents
- Feasibility studies and site master planning
- Building assessments
- Programming studies and reports
- Design and preparation of construction documents
- Permitting
- Bid development and procurement
- Specifications and construction phase services for both new and renovation type construction.
- Utility coordination
- Opinions of probable cost

Other services could be included in various assignments and would be provided by sub-consultants engaged by the Design Professional on an individual project basis. These additional services may include:

- Civil
- Structural
- Plumbing
- Mechanical
- Electrical
- Environmental
- Geotechnical
- Acoustical
- Security
- Landscape architecture
- Building envelope waterproofing/roofing,

The successful firm shall provide the services included above but not limited to the same. Other services may be requested during the course of the contract.

SCOPE OF WORK

The firm shall function as an extension of Town's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the contract. The Town, at its option, may elect to expand, reduce, or delete the extent of each work element.

Work to be performed by the firm shall be on an assignment-by-assignment basis. Work assignments shall be made by the Selectboard or Town Administration. Prior to any work assignments being made, based on mutual discussions between the Town and the firm, the firm shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assigned by the Town shall be in writing. The firm shall perform no work under the contract without written authorization. The firm shall not be compensated for any work performed without written authorization.

The resulting "continuing contract" shall provide for issuance of Individual Project Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

PART 4 EVALUATION AND AWARD

RFQ EVALUATION

This Request for Qualifications includes following all the procedures in this document and sending the sealed RFQ information to the TOWN OF JOHNSON by the due date and time. Once the RFQ's are received, the Selection Committee members will independently review each submittal and score each RFQ based on the evaluation criteria. All RFQ's received in accordance with this Request for Qualifications will be evaluated using the following criteria.

The criteria for selection will be based on the ability to work with the Town of Johnson to provide services within the required timeline. Additional factors to be considered are:

- Ability to work onsite
- Ability to provide structural engineering in house or via a reputable sub-contractor
- Ability to work with local permitting and historic village requirements
- Ability to work with a General Contractor, Building Movers, and a dynamic local team.
- Ability to change to scope of work quickly and timely to meet required timelines.
- Ability of to provide photo examples of recent work with historic buildings within the last 5 years.

The Town encourages proposals from economically disadvantaged businesses enterprises and consultants shall comply with all federal funding requirements. The Town reserves the right to reject any and all submittals and to make a consultant selection based on the needs and requirements of the Town and may select the consultant that it feels will provide the best value to the Town.

PROCEDURE REQUIREMENTS

Qualification submittals will be reviewed and ranked by the Town's Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Qualifications. The Committee will recommend its ranking of the top firm to the Town Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. The TOWN OF JOHNSON reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONSULTANT PERSONNEL

In submitting a qualifications package, the Respondent is representing that each person listed or referenced in the qualifications package shall be available to perform the services described for the TOWN OF JOHNSON, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written TOWN OF JOHNSON approval. In the event the requested substitute person is not satisfactory to the TOWN OF JOHNSON and the matter cannot be resolved to the satisfaction of the TOWN OF JOHNSON, the TOWN OF JOHNSON reserves the right to cancel the contract for cause.

NEGOTIATION

The TOWN OF JOHNSON reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The TOWN OF JOHNSON reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the TOWN OF JOHNSON.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the TOWN OF JOHNSON, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any Town employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.

AWARD

It is understood that the TOWN OF JOHNSON is not obligated to make an award under or as a result of this RFQ or to award such contract. The TOWN OF JOHNSON reserves the right to award such contract, if any, to the best qualified Respondent(s).

The TOWN OF JOHNSON has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all qualifications packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the TOWN OF JOHNSON's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the TOWN OF JOHNSON, the "Standard Insurance Requirements" described herein. Consultants responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the TOWN OF JOHNSON, a COI will be required. Work is defined as any service provided to the TOWN OF JOHNSON by a vendor/Consultant who must access Town property in order to provide the service(s). The requirements contained herein, as well as the Town's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this contract.

Commercial General Liability Insurance The Consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Umbrella or Excess Liability Insurance (needed for large contracts) The Consultant shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Consultant shall endorse the TOWN OF JOHNSON as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the TOWN OF JOHNSON is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Consultant shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Consultant shall endorse the TOWN OF JOHNSON as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Consultant shall endorse the TOWN OF JOHNSON as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNS, Lessees, or Contractors, or CG2026 Additional Insured – TOWNS, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Consultant shall endorse the TOWN OF JOHNSON as an Additional Insured under the Consultant's Commercial Umbrella/Excess Liability as required herein.

Indemnification The consultant shall indemnify and hold harmless the TOWN OF JOHNSON and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the consultant. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Consultant shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self- insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the TOWN OF JOHNSON, the Consultant shall, when requested by the TOWN OF JOHNSON, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Consultant shall provide a Waiver of Subrogation in favor of the TOWN OF JOHNSON, Consultant, subconsultant, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Consultant enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The TOWN OF JOHNSON reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the TOWN OF JOHNSON reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the TOWN OF JOHNSON shall provide the Consultant written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the TOWN OF JOHNSON, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Consultant shall provide the TOWN OF JOHNSON with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the TOWN OF JOHNSON is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Consultant agrees to furnish the TOWN OF JOHNSON prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the TOWN OF JOHNSON, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The TOWN OF JOHNSON shall have the right, but not the obligation, of prohibiting the Consultant from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Consultant agrees the TOWN OF JOHNSON reserves the right to withhold payment to the Consultant until evidence of reinstated or replacement coverage is provided to the TOWN OF JOHNSON. If the Consultant fails to maintain the insurance as set forth herein, the Consultant agrees the TOWN OF JOHNSON shall have the right, but not the obligation, to purchase replacement insurance, and the Consultant agrees to reimburse any premiums or expenses incurred by the TOWN OF JOHNSON.

The Consultant agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the TOWN OF JOHNSON has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNs, Lessees, or Consultants, or CG 2026 Additional Insured – TOWNs, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the TOWN OF JOHNSON is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

TOWN OF JOHNSON
293 Lower Main West
Johnson, VT 05656

The consultant shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the TOWN. At the option of the TOWN, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Vermont.

The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the TOWN of any insurance supplied by the Consultant, nor a failure to disapprove that insurance, shall relieve the Consultant of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - QUALIFICATION DOCUMENTS

ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that Respondent follow the format and instructions contained herein. The TOWN OF JOHNSON is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested.

QUALIFICATIONS PACKAGE GUIDELINES

To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the TOWN OF JOHNSON's sole discretion, be rejected.

The TOWN OF JOHNSON EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

QUALIFICATIONS PACKAGE SECTIONS

The Respondent shall organize its qualifications package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the firm's letterhead. The statement of interest shall:

Concisely state the firm's understanding of the services required by the TOWN OF JOHNSON. Include additional relevant information not requested elsewhere in the RFQ.

The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab B. COMPANY PROFILE: Complete Form 1.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subconsultants and the relationship to the team. Provide resumes for key team members, not to exceed two pages each.

Tab D. OUTSIDE KEY CONSULTANTS List of outside key consultants/associates that will be used for the TOWN OF JOHNSON's project: Complete Form 2.

Tab E. LOCATION: Complete Form 3.

Tab F. ILLUSTRATIVE WORK: Complete Form 4. (Form 4 may be reproduced and attached in sequence.)

Tab G. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFQ. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab H. ADDITIONAL INFORMATION: Provide information describing the Firm's approach to performing the work advertised in the RFQ. Provide information describing project management techniques, scheduling and construction cost control policies and procedures and quality assurance and quality control measures that will be provided by the firm to ensure that work completed for the Town is of the highest quality. Provide information demonstrating an understanding of the needs of the TOWN OF JOHNSON. Provide information on innovative designs and approaches that will benefit the Town.

Tab I. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFQ, listed within the Qualification Documents Checklist of Items Required to be submitted.

RFQ COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (FEIN):

License Number (If Applicable): Name of

Contact Person:

Title:

E-Mail Address:

Mailing Address:

Street Address (if different):

Town, State, Zip:

Telephone:

Fax:

Organizational Structure – Please Check One:

Corporation ☐ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:

Date of Incorporation:

State of Incorporation:

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: _____

Signature: _____

Title: _____

Phone: _____

This document must be completed and returned with your Submittal.

PROPOSER'S CERTIFICATION

Submit To: TOWN OF JOHNSON 293 Lower Main Street West Johnson, Vermont 05656		TOWN OF JOHNSON REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:	DUE TIME:	RFQ # LIB		
TITLE: Architectural Services				
VENDOR NAME:		PHONE NUMBER:		
VENDOR MAILING ADDRESS:		FAX NUMBER:		
TOWN/STATE/ZIP:		E-MAIL ADDRESS:		
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."				
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for TOWN OF JOHNSON, respondent agrees that if this RFQ is accepted, the respondent will convey, sell, assign, or transfer to the TOWN OF JOHNSON all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the TOWN. At the TOWN OF JOHNSON discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."				
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature	_____ Date	
<i>This form must be completed and returned with your Submittal</i>				

QUALIFICATIONS FORM FOR TOWN OF JOHNSON



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFQ and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the TOWN OF JOHNSON to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFQ and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFQ Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Consultant agrees to hold the TOWN OF JOHNSON harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Consultant.

The Consultant shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the Town representative requesting the service.

By signature upon this form the Consultant stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Consultant-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

ILLUSTRATIVE WORK

Work by firm best illustrates current qualifications relevant to the RFQ that have been/is being accomplished by personnel that shall be assigned to the Town. List no more than ten (10) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
<u>Consultant Fees (In Thousands)</u>		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which firm was/is responsible: \$	
<u>Scope of Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the Town's Project</u>		

CONTRACT

SAMPLE PROFESSIONAL SERVICES AGREEMENT

(Sample agreement only. The TOWN reserves the right to alter this agreement based on final RFQ results and/or any negotiations with proposed Firm.)

THIS AGREEMENT is made this _____ day of _____, 2024, by and between TOWN OF JOHNSON (hereafter referred to as "Town"), whose address is 293 Lower Main East, Johnson Vermont, and _____ (hereafter referred to as "Consultant"), whose address is _____.

RECITALS

WHEREAS, the Town has need of professional services for Architectural Services and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # LIB – Request for Qualifications for Architectural Services

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Town will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the Town prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Architectural Services Consultant, and will work with the Town to provide said services in accordance with the scope of services outlined in RFQ # LIB.
3. The term of this Agreement shall commence on _____ and continue in full force through Project Completion, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

5. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Town pursuant to this Agreement are and remain the property of the Town as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Town upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Town shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ #LIB, naming the Town as an additional insured in each such policy.
- e. Upon Consultant's written request, the Town will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Town mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- f. The Town and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Town nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

6. Should any other professional services be called for by the Town which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Town on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

7. The Contract Documents, which comprise the entire Contract between Town and Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

8. The Consultant agrees to indemnify and hold harmless the TOWN OF JOHNSON, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Consultant.

9. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Town and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Town, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Town and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Town.

10. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

11. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

12. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

13. Consultant shall immediately notify Town in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Town.

14. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

15. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE TOWN

FOR THE CONSULTANT

Name:

Name: _____

Address:

Address: _____

Title:

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

TOWN OF JOHNSON

By: _____

Date Signed: _____

ATTEST:

Consultant

By: _____

Date Signed: _____