

LEGAL NOTICE

BERKSHIRE REGIONAL PLANNING COMMISSION

INVITATION FOR PROPOSAL

The Berkshire Regional Planning Commission (**BRPC**) seeks sealed proposals for a minimum of 5,800 square feet of office space, excluding service areas, to be occupied no later than November 15, 2021. Space must be handicapped accessible as defined in the Americans with Disabilities Act and implementing regulations and must be accessible to the public on occasion after normal business hours. Space must be within Pittsfield Massachusetts. Proximity to Pittsfield downtown area (within approximately one mile of Park Square) and BRTA bus routes (approximately 5-minute walk) are highly desirable. **BRPC** is seeking bids for three separate lease terms; one for three, one for four, and one for five years with an option to extend the lease up to an additional five years. The current lease rate is \$4,557 monthly for 5,135 square feet including all expenses, exclusive of utilities. Requests for the proposal document and submissions go to Marianne Sniezek, Office Manager, Berkshire Regional Planning Commission, 1 Fenn Street, Suite 201 Pittsfield, MA 01201. Questions only: 413-442-1521 x13 or msniezek@berkshireplanning.org. Proposals may be submitted via mail or in person and must be received no later than 4:00 P.M. Tuesday, June 1, 2021. The office is open Monday – Friday 8:30 a.m. – 4:00 p.m.

**BERKSHIRE REGIONAL
PLANNING COMMISSION
REQUEST FOR PROPOSAL FOR
LEASE FOR OFFICE SPACE
2021**

1. SUMMARY

The Berkshire Regional Planning Commission (**BRPC**) is seeking office space, to be occupied November 15, 2021. **BRPC** is a regional public agency that provides planning services to local governments in Berkshire County and regional planning services.

The current office is located at 1 Fenn Street, Suite 201 in Pittsfield. The purpose of this RFP is to provide for an open and competitive process for selecting lease space.

A minimum of 5,800 square feet of office and storage space is required, exclusive of circulation areas, rest rooms, and similar non-usable space. Although current offices are on one floor which is preferred, other options will be considered.

The bid price should be for the annual lease price for space built out to the specifications in this proposal. The lease price must be inclusive of building insurance, real estate taxes, maintenance, cleaning common area charges, and build-out costs. Utilities will be paid separately. Inclusion of in-office cleaning services would be preferable but should be listed as a separate item. No additional charges or escalator charges may be levied on the tenant for the term of the lease. **BRPC** is seeking bids for lease terms for three, four, and five years with an option to extend the lease up to an additional five years.

The office space must be fully compliant with all federal, state, and local laws, including the Americans with Disabilities Act. It must also be accessible to the general public for meetings after normal office hours.

The Berkshire Regional Planning Commission (**BRPC**) is issuing this RFP pursuant to MGL c 30B, the Uniform Procurement Law. The award of the contract will go to the responsible and responsive vendor who submits the most advantageous proposal, based on price and ability to meet the minimum and extra requirements as stated in the RFP.

All interested bidders are encouraged to apply and may contact Marianne Sniezek, Office Manager, at 413-442-1521 ext. 13, msniezek@berkshireplanning.org with questions or for a copy of the RFP.

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3. GENERAL TERMS AND CONDITIONS

- 3.01 **BRPC** is exempt from federal, state or municipal sales or excise taxes. No charges for federal, state or municipal sales or excise taxes will be allowed. The prices quoted in the Proposal shall be net and not include the amount of any such tax. The **BRPC** has been issued a Certificate of Exemption #04-2430187 which will apply to all sales. The Commissioner of the Department of Revenue requires that all vendors keep a record of sales, including sales price, date of sale, and number of Exemption Certificate given above.
- 3.02 The price proposal by the Contractor/Successful Proposer shall be the price paid by the **BRPC**. No increases in the price Proposal shall be allowed under any circumstances and any Proposal to which escalator clauses are added or appended shall be rejected as being informal.
- 3.03 There shall be no plan deposits for this proposal.
- 3.04 Any and all references to commercial types, styles, or trade names and catalogues are intended to be descriptive only and not restrictive. The intention is to indicate to the Proposers the kind and quality of the articles which will be necessary.
- 3.05 In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article.
- 3.06 **BRPC** reserves the right to accept or reject any or all proposals. Also reserved is the right to reject, for cause, any Proposal in whole or in part, if the best interests of **BRPC** are served thereby. The Executive Director will be the sole judge of whether items proposed to be supplied are "similar" and approved "equal" to those specified. Bids are subject to the approval of the Commission's Executive Committee.
- 3.07 The Proposer shall notify the Executive Director at once of any discrepancies or omissions in the specifications. The Executive Director will issue written instructions to all Proposers who have requested receipt of the Proposal. **BRPC** will not assume responsibility for any oral instructions or interpretations of the meaning of specifications or other contract documents to any Proposer or any person.
- 3.08 The Executive Director reserves the right to make awards within sixty (60) business days after the date of Proposal opening during which time the proposals may not be withdrawn unless the Proposer distinctly states in his Proposal that acceptance thereof must be made within a shorter period.
- 3.09 If the successful Proposer fails to deliver within the time specified, or within reasonable time as interpreted by **BRPC**, or fails to make replacement of rejected articles when so requested, immediately or as requested by **BRPC**, **BRPC** may purchase from other sources to take the place of the items rejected or not delivered. The Executive Director reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful Proposer hereby agrees to reimburse **BRPC** promptly for excess

costs occasioned by such purchases. Should the cost be less, the successful Proposer shall have no claim to the difference. Such purchases shall be deducted from the contract quantity.

- 3.10 A contract may be canceled at the successful Proposer's expense upon non-performance of the contract.
- 3.11 If the successful Proposer fails to deliver as ordered, **BRPC** reserves the right to cancel the contract and purchase the balance from other sources at the successful Proposer's expense.
- 3.12 It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person, company, or corporation, without the previous written consent of **BRPC**.
- 3.13 By submission of this Proposal, the Proposer certifies that:
- This Proposal has been independently arrived at without collusion with any other Proposer or with any other competitor or potential competitor.
 - This Proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the Proposals for the project, to any other Proposer, competitor, or potential competitor.
 - No attempt has been made, or will be made, to induce any other person, partnership, or corporation, or other business entity, not to submit a Proposal.
 - No member of **BRPC**, or any other officer or employee thereof, is directly or indirectly interested in the Proposal.
- 3.14 Invoices for lease related payments shall be submitted electronically to the Principal Finance Administrator, officeassistant@berkshireplanning.org, unless otherwise specified. Payments of such bills shall not preclude **BRPC** from making claims for adjustment on any item found not to have been in accordance with the general conditions or specifications. No interest on any invoice or statement will be paid by **BRPC**.
- 3.15 The successful Proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful Proposer and which by exercise of reasonable diligence he is unable to prevent.
- 3.16 The submission of a Proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the Proposer can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
- 3.17 **BRPC** reserves the right to stop the work to be done under this Proposal if there is found to be any violation of law, rule, regulation, or statute. **BRPC** will provide written notice to the Contractor / Successful Proposer of the exact nature of the reason for work stoppage and time allowed for rectification of the violation. If the Contractor / Successful Proposer do not comply with the terms

of the written notice of violation, **BRPC** reserves the right to declare the Contract in default and take appropriate action to ensure completion of the work for the public good.

- 3.18 The bid price may include a deduction for automatic bank debit of the monthly rent. If used, specify the amount of deduction.

4. OFFICE SPACE MINIMUM REQUIREMENTS

The proposed **BRPC** office should include, at a minimum, the following:

- 4.01 The contract is contemplated for an initial term of three, four, and/or five years commencing November 1, 2021 until November 30, 2024 (three years), 2025 (four years) or 2026 (five years). The proposed offices must be ready for access by **BRPC** November 1, 2021 to allow for the move from the current **BRPC** office. The period November 1, 2021 to November 30, 2021 must be borne by the proposed payments after November 30, 2021. Actual occupancy will occur after November 15, 2021. Lease will be paid monthly by **BRPC**. The payment will be due within 30 days of issuance of invoice. All payments are subject to government appropriation. The contract will be renewable by the **BRPC**, at the Commission's sole discretion, for up to an additional 5 years. The successful Proposer shall submit a price proposal for the additional 5 years along with the price proposal for the initial terms of three, four and five years.
- 4.02 The bid price should be for the annual lease price for space built out to the specifications in this proposal. The lease price must be inclusive of building insurance, real estate taxes, maintenance, common area costs and build out costs. Utilities will be paid separately. No additional charges or escalator charges may be levied on the tenant for the term of the lease.
- 4.03 Space must be in Pittsfield, Massachusetts. Proximity to Pittsfield downtown area (within approximately one mile of Park Square) and BRTA bus routes (approximately 5-minute walk) are highly desirable.
- 4.04 Contact information for no less than five current and past tenants to be used for references.

4.05 A total of 5,800 square feet or more of office space should be provided, exclusive of corridors, rest rooms, entry ways, and utility areas. Space may consist of the following configurations. Natural lighting for the separate offices is preferred.

- Minimum of 13 separate offices: One office approximately 144 sq. ft. Other offices approximately 100 - 120 sq. ft.; One office as dedicated nursing room may be smaller, 64 sq. ft. Offices must close with lockable doors
- 14 large cubicles/workspaces: Approximately 80 sq. ft each; existing panels are 8 ft. and 5ft.; 20% of space is walkways
- 7 regular cubicles/workspaces: Approximately 64 sq. ft. each; 20% of space is walkways
- 4 intern cubicles/workspaces: Approximately 50 sq. ft. each
- Reception area: 100 sq. ft. professional looking, welcoming reception area close to main entrance (can combine with clerical admin cubicle for 250 sq. ft.) (can combine with waiting area for 300 sq. ft.)
- 1 clerical admin cubicle/workspace: Approximately 150 sq. ft. near main entrance; may be part of reception and waiting areas
- Waiting area: Approximately 100 sq. ft. located near the conference rooms (may be combined with reception area)
- Kitchenette: Approximately 100 sq. ft. with a sink with hot and cold running water, small countertop, storage cupboards and at least three wall mounted grounded outlets for refrigerators, microwave, coffee maker, hot water tea pot, toasters, etc.
- Large Conference Room: Approximately 625 sq. ft. close to restrooms, that accommodates at least 40 people, with room for 58" wall mounted television, room for or built in large screen, ethernet port, additional data wiring, and coffee station. Must have natural light, accommodate audio/video presentations with dimmable lights, and have an adjustable thermostat.
- Small Conference Room: Approximately 200 sq. ft.
- Storage/ Copier: Approximately 600 sq. ft. of storage space for supplies, mail and large copier and plotter. Must have dedicated circuit for copier. The area must be separate from reception area and located where it is reasonably accessible while creating minimal disturbance in the work areas. Approximately 200 sq. ft. for storage in a locked, secure accessible location may be on separate floor or location.
- Network/Telecommunications Room: Approximately 50 sq. ft. Separate enclosed room to house network and server systems and equipment with dedicated electrical circuits. Climate controlled 70 degrees, 24 hours a day humidity 30-50%, dust free,

secured access 24hrs per day. Plywood backboard for phone installation. The exact specifications are to be determined after selection. If space is provided on more than one floor provisions for telecommunications between floors must be made.

- 4.06 The configuration listed above is intended as a guide for the Proposer and **BRPC** in satisfying the actual space needs of **BRPC**. The Proposer shall review the space requirements and reply to this proposal, to **BRPC**, as to how the Proposer will meet the current **BRPC** needs. Responses do not have to meet a precise footprint. **BRPC** shall take into consideration the proposals received which best meet the required configuration and best meet the needs of **BRPC** operations.
- 4.07 Project Plan with floor plan drawings of office and all common areas (including bathrooms, kitchenette and common space), columns, fixed walls, and existing data jacks. Floor plan should include location and types of windows and note any obstructed views. Floor plan should also show neighboring uses where there are shared/common walls.
- 4.08 All facilities are preferred to be on the same level or floor; however, multi-level sites will be considered.
- 4.09 Full compliance with all federal, state, and local laws and regulations for public facilities. This includes compliance with the Americans with Disabilities Act (ADA). Restrooms should be near conference rooms with hot water and proper insulation/sound proofing. Minimum rest room requirements are a women's room and a men's room. Rest rooms for exclusive **BRPC** use are preferred but they may be shared with other offices on the same floor. If rest rooms are shared, the shared users should be described. Rest rooms must be accessible for public meetings outside of standard business hours.
- 4.10 The Office and Large Conference Room must be accessible and fully functional for meetings for staff and the general public outside of **BRPC's** standard business hours which are 9:00 to 5:00 p.m. Signage directing the public to the offices must be visible from the street level.
- 4.11 Access to Office: In cases where the leased space has direct access to the outside, premises which have a vestibule for weather control and worker comfort, with the exterior door opening into the vestibule and entry into the leased space through entrance doors, are preferable and will receive higher consideration. (Vestibules are not included in the calculation of floor area.) Signage must direct public to office from interior vestibule/lobby, direct public to elevators and stairs, and direct public to office from elevators and stairs. Office must allow public access after standard business hours.
- 4.12 All offices, and conference rooms shall be carpeted.
- 4.13 Floors above must be soundproof, especially over conference rooms.
- 4.14 Availability of natural lighting, windows: The types of windows should be described (i.e. block windows).

- 4.15 Offices must be a self-contained unit that can be completely secured by the lessee. Building must be able to be secured. A description of the building security systems must be provided. Lighting at night must be provided including the public entryway. The entrance must be visible and on an active street.
- 4.16 Public parking for staff (27 spaces) and for public meetings (20 spaces minimum) must be available within 1,000 feet of the offices. Availability of free parking included as part of the proposal is preferable, especially for staff needs. The proposal should specify parking availability, including amount, type, cost (if any) and location and how the demand for parking can be met if such spaces are not included as part of the proposal. Parking areas and walkways between them and the proposed space must be well-lit, the walkways easily traversed and maintained in winter conditions. Parking should mention proximity (2 to 3-minute walk, 5-minute walk, etc.) Parking should be clearly identified as private, municipal, permit, timed, etc. any additional fees should be clearly listed as well as any potential limitations. Availability to obtain parking permits for spaces must be clearly stated.
- 4.17 Electrical – Computers/Network requirements: The proposed site must provide an electrical system which is complete, tested, and ready for operation for both power and lighting distribution in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department. The electrical system must be adequate to service current **BRPC** operations. The proposed site should allow 4 watts per square foot for receptacles and lighting based on recommendations of the National and Massachusetts Electrical Code. The proposed site should have as a minimum: at least one 20-amp, 120-volt floor or wall mounted duplex outlet with independent ground and at least one 120V AC 20A receptacle per cubicle and offices, capable of powering a standard desktop PC and monitor. Current offices utilize 27 desktop computers, 1 Plotter, 5 office printers, 3 offices have personal printers. Network room currently has 2 servers, 2 switches, firewall, backup power supply. Separate circuit for network/telecommunications room. The electrical is subject to a professional inspection.
- 4.18 Electrical – Copier requirements: Voltage 115 VAC + 10% dedicated line, current 20A, Frequency 60 HZ, Ground line Isolation recommended, NEMA Type 5-20R receptacle (125V 2-pole, 3-wire, grounded)
- 4.19 Electrical – Office/Cubes/kitchen requirements: Adequate electrical capacity for minimum: 1 coffee maker, 2 Keurig machines, 1 tea pot, 1 microwave, 1 toaster, 1 toaster oven, 1 refrigerator, 1 water cooler, 1 paper shredder, 1 vaccine refrigerator, calculators, personal fans or heaters or air purifiers, 1 postage machine.
- 4.20 Network wiring system requirements: The proposal should specify if a complete network wiring system is provided A detailed description of that system should be provided with the proposal. If a complete network wiring system is not provided a description of how the proposed site would readily accommodate such a system must be provided. In either case the proposal must make provisions to allow for a network system to be fully functional by the anticipated occupancy date of November 15, 2021, including allowing access to the premises by a network service provider to

install trunk lines and interface equipment and allowing access to and use of a telecommunications room. These access provisions should include no additional cost to **BRPC**.

4.21 Data wiring system requirements:

- Wiring to Building - Access to Fiber Optic cable capable of at least 50GB symmetrical speeds.
- Wiring within Building - Fast Ethernet or Gigabit wiring or conduit to install wiring.

The proposal should specify if a data wiring system is provided. If a complete data wiring system is provided with the site, a detailed description of that system should be provided with the proposal. If a complete data wiring system is not provided a description of how the proposed site would readily accommodate such a system must be provided. In either case the proposal must make provisions to allow for a data system to be fully functional by the anticipated occupancy date of November 15, 2021, including allowing access to the premises by a qualified data wiring installer to install low voltage wiring and interface equipment and allowing access to and use of a telecommunications room. These access provisions should include no additional cost to **BRPC**.

4.22 The proposed facility must have an adequate heating and air conditioning system (HVAC) to maintain the temperature evenly throughout the premises within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. It must maintain a humidity level in the 30 – 40% range. HVAC sound levels are not to exceed a noise criterion number of 35. Specify in the proposal what system is provided, including the number of control zones. If zone controls are programmed, controls should have over-ride capability when building is used evenings or weekends. System should be energy efficient, with MERV 8 or better filters to be changed quarterly. Heating and A/C must be inspected and serviced annually by HVAC professional.

4.23 Lighting requirements: All spaces must have adequate T8 or LED energy efficient lighting at 4000K or 4001K that maintain a uniform lighting level of 50-65 foot-candles at desk-top height. All enclosed rooms should have at least one single pole lighting switch, except that room with more than one entry should have three or four way switches as needed, located adjacent to the entrance. Open floor areas should have at least one single pole lighting switch per 600 square feet of open floor area. Divisible open areas with more than one access are to have three and four way switches as needed adjacent to each entry way. Lighting must be inspected by professional.

4.24 Additional Space: Proposal should indicate if additional space is available separate from leased space but in the same building. Proposal shall describe that space, including size and if an extra conference room space is available.

4.25 Building and Grounds Requirements: The premises must be maintained in good repair and tenantable condition. The building and grounds should be kept clean and free from litter and the grounds are to receive proper landscaping care. Snow and ice are to be removed from all entrances, exits, sidewalks and parking areas, if provided, before normal working hours and thereafter as necessary. All common areas must be cleaned. Floors are to be continually maintained. Continuous routine maintenance and repair services are to be promptly provided, within one working day, to maintain the premises in good condition. This includes, but is not limited to, the repair and / or replacement of broken glass, roof and ceiling leaks, floors, walls, ceilings and ceiling tiles, plumbing, locks, fire protection equipment, lighting fixtures, heating, ventilation and air

conditioning systems, and elevators (if provided.) HVAC equipment must be serviced, filters replaced, and diffusers cleaned in accordance with the manufacturer's instructions, or more frequently if local conditions warrant. Contact information for 24-hour emergency response and service must be provided.

- 4.26 Capital Projects: Indicate any capital projects planned for the building in the next five years. (Example: construction)
- 4.27 Proposal should specify whether all janitorial services are included. May be listed as option; if so, price should be specified. If included, **BRPC** reserves the right to withhold any or all parts of monthly rent payments should janitorial services not maintain an acceptable standard. The standard shall be:
- Weekly: Weekly trash pick-up, including liner replacement as necessary; vacuum, wash, clean and sanitize rest room fixtures and floors; replenish paper and soap products; sweep; dust furniture and all horizontal services; vacuum all carpeted areas; clean all door entry window glass, visual glass panels on room doors, and other office glass panels; and as-needed additional cleaning services.
- Semi-Annually: Shampoo carpets; strip, wax and buff uncarpeted floors; clean upholstered fabric-covered services; wash windows inside and out; dust and wash blinds; dust all high surfaces; and clean and damp wash air diffusers, grills and surrounding wall and ceiling areas
- 4.28 Proposal shall specify if recycling for paper, cardboard and mixed containers (preferred) is provided in the leased space or building. This is highly desirable.

OFFICE SPACE EXTRAS

Proposals providing the proposed extra items shall be given preference.

- 4.27 Auxiliary Large Conference room, which may be shared with other tenants in the building, with similar amenities to Large Conference room as stated in 4.05 above: close to restrooms, room for or built in large screen, ethernet port, coffee station, accommodate audio/video presentations with dimmable lights, and an adjustable thermostat. Ability to add a projector into the ceiling.
- 4.28 Reasonable flexibility in hanging bulletin boards, clocks, decorations or other items on walls, etc. and on paint color. Ability to repaint periodically.
- 4.29 Energy efficient heating, lighting, and windows. Windows free of drafts.
- 4.30 Access to dumpster
- 4.31 Ability to expand space in same building.
- 4.32 Exercise room, shower, bike rack, picnic table area and/or nearby greenspace.

5. INSTRUCTIONS TO PROPOSERS

- 5.01 Sealed Proposals may be submitted via mail or in person addressed to:
Office Manager
Berkshire Regional Planning Commission
1 Fenn Street, Suite 201
Pittsfield, MA 01201
ATTN: OFFICE SPACE LEASE PROPOSAL
- 5.02 Price Proposals must be submitted under separate cover from the full proposal but may contain all the price proposals (for each of the lease terms of three, four and five years plus five year extension). The price proposal will be submitted in a separate sealed envelope clearly marked "**PRICE PROPOSAL FOR BRPC OFFICE SPACE LEASE PROPOSAL**". Price proposals must clearly specify the length of the lease. One price proposal must be included for a three year lease, a separate price proposal must be included for a four year lease and a separate price proposal must be submitted for a five year lease.
- 5.03 The proposal must be signed in longhand by the Proposer and delivered to **BRPC** on or before the time and date specified on the legal advertisement on the face of the Form for Proposal. If the Proposal is mailed, or air-freighted, the outside of the envelope or air bill must also indicate **OFFICE SPACE LEASE PROPOSAL**.
- 5.04 Two complete printed copies and a USB flash drive of the proposal must be submitted.
- 5.05 If there are addenda, they will be available on the **BRPC** website, <https://berkshireplanning.org/> and [COMMBUYS](#), the official procurement system for the Commonwealth of Massachusetts' Executive Departments. **BRPC** will send any addenda via email to all who requested the proposal document. No addendum will be issued later than 3 business days before the time set for receipt of proposals, except for an addendum postponing the date of receipt of proposals or withdrawing the request for proposals.
- 5.06 Proposers may submit separate proposals for different buildings. Proposers may submit alternative proposals for the same building, e.g., where different space is proposed at a different cost, or where special features of the building can be used to meet the needs of **BRPC** in a better more cost-efficient or timely manner.
- 5.07 No claim for immunity or exceptions predicated upon misunderstanding or failure to correctly interpret the instructions on the Form for General Proposal, these Instructions or any other Proposal documents will be allowed. Any questions can be addressed to the Office Manager up to the time and date of the Proposal opening.
- 5.08 The following items must be present and in good order to constitute an accepted and considered Proposal Failure to include a required submittal is grounds for disqualification for non-formality
- Authorized Signature
 - Specified Amount
 - Signed Non-collusion Affidavit
 - Signed Attestation of Taxes

- Disclosure of Beneficial Interests (proposer must submit to Division of Capital Asset Management and Maintenance (DCAMM) as required by MGL Ch.7C Sec 38)
- 5.09 A selection committee will review all proposals received. This committee consists of Sam Haupt, Mark Maloy, CJ Hoss, Marianne Sniezek, Office Manager and Thomas Matuszko, Executive Director (hereinafter referred to as the "Committee"). After preliminary proposals have been opened and evaluated, tours of the proposed facilities will be conducted by the Committee. The Proposer shall make the proposed facilities available and be available for any questions and conduct a tour. The **BRPC** reserves the right to rate any or all proposals received as worthy or unworthy of further investigation for award.
- 5.10 Proposals will be evaluated by the Committee to determine the most advantageous responsive and responsible proposal taking into consideration **all evaluation criteria and price**. The Executive Director will make a written recommendation to the Berkshire Regional Planning Commission for award of the contract.

6. FORM FOR GENERAL PROPOSAL

TO: The Berkshire Regional Planning Commission (**BRPC**), acting through its Executive Director, who constitutes the Awarding Authority

FROM:

PROPOSER COMPANY NAME

ADDRESS

WEB ADDRESS IF AVAILABLE

CONTACT PERSON / PHONE / EMAIL

6.01 **SERVICES PROVIDED:** The undersigned proposes to furnish all services in accordance with the specifications and contract with the **BRPC** for:

LEASE FOR BRPC OFFICE SPACE

4.18 **NOTICES AND ADDENDA:** The undersigned agrees that the following notices and/or addenda, which have been issued during the proposing period, have been received and have been considered both before and in the preparation of this Proposal. The Proposer further understands that failure to acknowledge any addenda will be sufficient basis for rejection of the Proposal.

ADDENDUM	DATE RECEIVED

6.03 The undersigned hereby certifies that the Proposer can furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that the Proposer will fully comply with all laws and regulations applicable to awards subject to M.G.L. 149 §44A.

6.04 **FAIR PROPOSAL:** The undersigned also certifies, under penalties of perjury, that this proposal is in all respects fair, **bona fide**, and made without collusion or fraud with any other person. For the purposes of this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

6.05 **SIGNATURE FOR PROPOSAL:**

PROPOSER COMPANY NAME

SUBMITTED BY _____

NAME AND TITLE

DATE _____

6.06 FULL NAMES AND RESIDENCES OF PERSONS INTERESTED IN THE FOREGOING PROPOSAL: Give first and last name in full. In case of corporations give corporate name and names of current President, Treasurer, and Manager. In the case of firms five names of the individual member.

1. If a Proprietorship

Name of Owner _____
Business Address _____
Street _____
Town / City _____
Telephone _____
Fax _____
e-mail _____
Home Address _____
Street _____
Town / City _____
Telephone _____

2. If a Partnership

Give full names and addresses of all partners.

Name of Business _____
Business Address _____
Street _____
Town / City _____
Telephone _____
Fax _____
e-mail _____

Full Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

3. If a Corporation

Full Legal Name _____

State of Incorporation: _____

Massachusetts Qualified Yes _____ No _____

Principal Place of Business

Street _____

Town / City _____

Telephone _____

Fax _____

e-mail _____

Massachusetts Place of
Business

Street _____

Town / City _____

Telephone _____

Fax _____

e-mail _____

Presidents Name:

Treasurer's Name:

Manager's Name:

6.07 AFFIDAVIT OF COMPLIANCE

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-profit Corporation

I, _____, President of _____ (Name of Company) whose principal office is located at

_____ do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4.

Signed under penalties of perjury this _____ day of _____, _____.

Signature and title of responsible company officer:

Corporate Seal (affix below)

6.08 ATTESTATION OF TAXES

Chapter 223, §35-36 of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program and became effective July 1, 1983. One aspect of the law requires that the providers of goods and services must attest, under the penalties of perjury, that they are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, the Attestation of Taxes must be signed and submitted with the Proposal to the Awarding Authority.

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

PURSUANT TO M.G.L. CHAPTER 62C, §49A, I HEREBY CERTIFY, UNDER THE PENALTIES OF PERJURY, THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES AS REQUIRED BY LAW.

Signed under penalties of perjury this _____ day of _____, _____.

Signature and title of responsible company officer:

Corporate Seal (affix below)

6.09 NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____ County of _____

_____, being first duly sworn hereby states unequivocally that:

1. He/She/They is _____ (name) of _____ (firm), the Proposer that has submitted this Proposal,
2. He/She/They is fully informed respecting the preparation and contents of this Proposal and of all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, or connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this Contract for which this Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in this Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the **BRPC** or any other person interested in the proposed Contract, and;
5. The price or prices quoted in the attached Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

(Date) _____

6.10 INSURANCE REQUIREMENTS

1. Workmen's Compensation Insurance

Workmen's Compensation Insurance must be provided at the Contractor / Successful Proposer's expense in accordance with the provisions of M.G.L. Chapter 149 §36A. The Contractor / Successful Proposer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152 §25C, as amended, to all persons to be employed under the contract, and the Contractor/Successful Proposer shall continue such insurance in full force and effect during the term of the contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Executive Director when requested and prior to the award of this contract by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Executive Director at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

2. Contractor/Successful Proposer's Liability and Property Damage Liability Insurance

The Contractor/Successful Proposer shall take out and maintain at his own expense during the life of this contract, with respect to the operations he performs, regular Contractor/Successful Proposer's Public Liability Insurance providing for a limit of not less than the amount named in the following table for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of the amount named in the following table for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular Contractor/Successful Proposer's Property Damage Liability Insurance providing for a limit of not less than the amount named in the table for all damages arising out of injury to or destruction of property on any one occurrence.

LIABILITY AND PROPERTY DAMAGE REQUIREMENTS

Bodily Injury	Property Damage		
Each person	Each occurrence	Each occurrence	Aggregate
\$500,000	\$1,000,000	\$500,000	\$1,000,000

3. Vehicle Liability Insurance

The Contractor/Successful Proposer shall take out and maintain at his/her/their own expense during the life of this contract, vehicle liability insurance in an amount not less than the compulsory coverage required in the Commonwealth of Massachusetts.

6.11 INDEMNIFICATION

The Vendor agrees to indemnify the **BRPC**, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the Vendor's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering or leaving the premises upon which this agreement is being or is to be performed.

6.12 EQUAL OPPORTUNITY COMPLIANCE

In accordance with Rules and Regulations established by the Federal Government and the Commonwealth of Massachusetts, **BRPC** has established requirements for Equal Employment Opportunity and Affirmative Action which shall be imposed on all Contractor / Successful Proposers and sub-Contractor/Successful Proposers receiving funds from and through the **BRPC**. The Contractor / Successful Proposer and each sub-Contractor of the Successful Proposer shall comply with Executive Order 12246 of September 24, 1965, and the rules and regulations, and relevant orders of the Secretary of Labor; with the provisions of the Governor's "Executive Order No. 74", dated July 20, 1970, entitled "The Governor's Code of Fair Practices", as amended by the Governor's "Executive Order No. 116", dated May 1, 1975; with Chapter 151B of the General Laws of Massachusetts as amended; with the Rules and Regulations of Massachusetts Commission Against Discrimination, as in force at the date hereof; with "Affirmative Action Plan of the Berkshire Regional Planning Commission for Equal Employment Opportunity", dated March 2019 and with all other municipal, state and federal laws and regulations regarding equal employment opportunity.

BRPC's Affirmative Action Plan contains the following policies relating to agencies with whom business is done. This proposal must include a written statement of how the Proposer complies with the below mentioned **BRPC** Affirmative Action Policies.

- A. Consultants and contractors to this Commission shall abide by the letter and spirit of the Commission's own equal employment hiring policies, in the recruiting and hiring of personnel for work on Commission contracts.
- B. There shall be no discrimination against any employee who is employed by consultants or contractors to this Commission, or against any applicant for such employment, because of race, religion, color, gender, sexual orientation, marital status, veteran status, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.
- C. Consultants and contractors shall be prepared to provide evidence to the Commission, upon request, of said equal opportunity practices

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