



PROPOSAL REQUIREMENTS AND PROCEDURES

SECTION ONE NOTICE TO CONSTRUCTION MANAGERS

1.1 GENERAL

Pursuant to M.G.L. c. 149A the Commonwealth of Massachusetts, Division of Capital Asset Management (hereinafter, "DCAM") requests proposals for **Construction Management at Risk Services for the** [REDACTED]. Firms, which have submitted Statements of Qualification in response to the Request for Qualifications ("RFQ") issued by DCAM and have been selected as qualified, may submit proposals for services to be performed on the site, located in [REDACTED], Massachusetts. DCAM intends to award a Construction Manager at Risk with a Guaranteed Maximum Price contract for the above referenced project.

This RFP is for construction of a [REDACTED] located in [REDACTED], MA. [Describe here the Project, i.e. the location, the structure etc.]

Qualified firms are hereby asked to prepare a Proposal consisting of two parts, the Non-Price Submission, and the Price Submission.

The term "Offeror" is defined to mean a qualified entity submitting a Proposal for the work of this Contract, and is synonymous with the term "Contractor" and "Construction Manager" ("CM") as used in the Technical Specifications.

The term "Guaranteed maximum price", or "GMP", is the agreed total dollar amount for the construction management at risk services, including the cost of the work, the general conditions and the fees charged by the construction management at risk firm; also known as the Contract Price. See Article 6 of the Owner-Contractor Agreement form contained in this RFP for more detail on the GMP.

This RFP contains all of the information and requirements for the project needed by prospective Offerors for the submission of their complete Proposals and the evaluation thereof. Utilizing the format prescribed within, Offerors are to provide the requested information and demonstrate their specific qualifications. Proposals shall be as complete and accurate as possible and present data relative to the specific project under consideration. Offerors shall make every effort to present information clearly and concisely in accordance with the formats described herein.

1.1.1 CERTIFICATION OF COMPLIANCE WITH WORKFORCE LEGAL REQUIREMENTS

The selected Offeror must provide written verification as detailed in the General Conditions at Article X, of compliance with the following workforce legal requirements for any and all employees to be employed in the Project who are required to be listed in the certified payroll reports for the Project: 1) Federal Department of Homeland Security Requirements in hiring such employees including, but not limited, to the faithful completion of the Federal Department of Homeland Security Form I-9 process by Company; 2) proper classification of individuals employed on the project; 3) all laws concerning workers' compensation insurance coverage, unemployment insurance, social security taxes, and income taxes; and 4) all laws concerning hospitalization and medical benefits that meet the minimum requirements of the connector board established in chapter 176Q of the General Laws.

1.1.2 EXCAVATION & TRENCH SAFETY

On December 4, 2002, the Legislature enacted legislation relative to excavation and trench safety, M.G.L. c. 82A. The legislation authorized the Departments of Public Safety (DPS) and Occupational Safety (DOS) to promulgate regulations, 520 CMR 14.00. The purpose of the legislation and regulations (collectively referred to as the "Trench Safety Law") is to provide protections to the general public from hazards inherent in unattended trenches. The law does not apply to worker safety nor does it supersede Dig Safe Laws. The Trench Safety Law requires excavators to obtain a permit; requires excavators to provide protections when trenches are unattended; and deters violations by authorizing the collection of fines.

This Project is subject to the Trench Safety Law and the successful Offeror will be required to meet all aspects of the law. A copy of a Trench Application and Permit form is included in Exhibit B of the Owner-Construction Manager Agreement.

1.2 REQUEST FOR PROPOSAL DOCUMENTS

The proposal document packages are available to prequalified firms at DCAM's Bid Room. Messenger and other types of pick-up and delivery services are the agents of the Offeror, and DCAM assumes no responsibility for delivery or receipt of the documents.

1.3 CONTRACTUAL STATUS OF RFP AND PROPOSALS

DCAM assumes no responsibility for costs incurred in the preparation of a Proposal or related activities of any Offeror. DCAM reserves the right to amend or withdraw the RFP at any time in its sole discretion before the execution of the contract. In such event, DCAM shall not be liable to any Offeror for the costs incurred by it as a result of the amendment or withdrawal of the RFP. The RFP, including the documents incorporated in the RFP, have been prepared to solicit Proposals, and are not contract offers. The only document that will be binding on DCAM is the contract duly executed by DCAM and the Construction Manager selected pursuant to the selection process.

1.4 COMMUNICATIONS

A. All correspondence and documents should reference the Project Name and Number for this Project.

B. Construction Manager Contact Person

DCAM will address all communications relating to the RFP and selection process to the contact person. Offerors must provide DCAM with the following information:

Name
Address
Phone Number
Fax Number
Email Address

C. DCAM Contact Person:

[REDACTED], Project Manager
DCAM Office of Planning, Design, and Construction
One Ashburton Place, 15th Floor
Boston, MA 02108
(617) 727-4050, ext. 233
(617) 727-5363 (Fax)

1.5 COMPLIANCE WITH RFP

Offerors must fully comply with the Proposal requirements described below in order for DCAM to properly evaluate each Proposal. DCAM reserves the right to reject any Proposal not in compliance with the RFP.

1.6 EXAMINATION OF DOCUMENTS

Before submitting a Proposal, each Offeror must thoroughly examine the RFP, including the form of contract and all other attachments, and familiarize itself with the site and with local conditions and with federal, state, and local laws, ordinances, rules and regulations and any other circumstances or conditions that may in any manner affect cost or performance of the contract. Failure of an Offeror to acquaint itself with the RFP, or to review the documents contained in or referred to in the RFP, shall in no way relieve Offeror from any obligation with respect to its Proposal. Each Offeror shall promptly notify DCAM of any ambiguity, inconsistency, or error it may discover upon examination of the RFP or any Project information. The submission of a Proposal shall constitute a representation by the Offeror a) that the RFP is sufficient in scope and detail to describe the services to be provided and the terms and conditions of their provision, and b) that the Offeror understands and has complied with every requirement of the RFP.

1.7 RFP INFORMATIONAL MEETING

An RFP informational meeting will be held on the date and place indicated on the title page of the RFP in [REDACTED], Massachusetts. The Offeror's Project Manager and Project Executive are strongly urged to attend the RFP informational meeting. Failure of an Offeror to attend the RFP informational meeting shall in no way relieve the Offeror from any of its obligations with respect to the form or content of its Proposal.

1.8 ADDENDUM PROCEDURES

DCAM reserves the right to amend the RFP at any time. Any amendments to the RFP shall be issued through written addenda. DCAM will provide copies of each addendum to all Offerors who received the RFP. Each addendum will be sent by next day delivery service to the address, or by facsimile to the facsimile number, provided in the Offeror's response to the RFQ to the attention of the contact person identified in the Offeror's response to the RFQ. All addenda so issued shall become part of the RFP.

Each Offeror shall be responsible for determining that it has received all addenda issued, and failure of any Offeror to receive any addendum shall not relieve such Offeror from any obligation imposed by such addendum. Each Offeror shall be required to acknowledge receipt of all addenda on the RFP Submission Form attached to this RFP.

1.9 PROHIBITION ON COMMUNICATION AND REQUESTS FOR INTERPRETATION OF DOCUMENTS

Unauthorized communications or contact between CM firms, their employees, agents or other related entities interested in submitting Proposals and DCAM, the project designer or program manager, or any other person or entity participating on the Prequalification Committee or Selection Committee with regard to this project are strictly prohibited. The only authorized communications shall be 1) inquiries to DCAM's Bid Room for general information about obtaining the RFP, RFP

submission deadlines, and the existence of any relevant addenda to the RFP; 2) inquiries made at the official RFP Informational Meeting held by DCAM, DCAM's official RFP Informational Meeting will be held at the date and time set above.; and 3) written submissions of questions submitted by the date set for such inquiries.

Any issues brought to DCAM's attention at the RFP Informational Meeting which DCAM determines require additional clarification or received within the time set for such written questions will be addressed by issuing a written addendum. Oral and other clarifications will be without legal effect. From the date of issuance of the RFQ and RFP for this Project, any Offeror that contacts directly or indirectly any member or employee of the DCAM, or the owner's designer or program manager, or any member of the selection team in connection with the selection process or the contract contemplated herein for this project is subject to disqualification. Contact is permitted for the purpose of obtaining a copy of this RFP, to contact the DCAM Contractor Certification Office, the DCAM Bid Room or to submit a verbal or written question or request for clarification at the RFP Informational Meeting or within the time set as prescribed above in this section.

All questions and requests for clarification or interpretation of the meaning of the RFP, and any other correspondence concerning the RFP, shall be submitted in writing by mail or facsimile, addressed to DCAM at One Ashburton Place, Room 1500, Boston, Massachusetts, 02108, to the attention of the Project Manager. To be given consideration, such questions, requests, or correspondence shall be received by DCAM by the deadline for receiving questions stated on the Title Page of the RFP. Clarifications or interpretations and any supplemental instructions or forms, if issued, shall be issued as written addenda prior to the date for opening of Proposals. Oral clarifications, interpretations, instructions, or other communications, including but not limited to statements made at the briefing session, will not be binding on DCAM in any way. DCAM will not be responsible for, and an Offeror may not rely upon or use as the basis of a claim against DCAM or a consultant of DCAM, any information, explanation or interpretation of the RFP rendered in any manner other than as provided in Paragraphs 1.8 and Paragraph 1.9.

1.10 PROPOSAL SUBMISSION

- A. The RFP requires the submission of separate price and technical components as part of the proposal submitted in response to the RFP. Proposals must be submitted in form and substance as required by the RFP no later than the date and time shown on the title page of the RFP or a later date and time established by addendum duly issued by DCAM (in either case, the "Proposal Deadline").
- B. It is the Offeror's responsibility to obtain a time stamp from the DCAM Bid Room on the 16th Floor of One Ashburton Place, Boston, MA no later than the stipulated deadline. Proposals submitted after the Proposal deadline shall not be accepted for consideration.

- C. An authorized person must sign both the Technical (Non-Price) Proposal Response Form and the Price Proposal Response Form in ink to bind the Offeror.
- D. Any and all addenda must be acknowledged on the Request for Proposal Response Form.

1.11 PROPOSAL FORMAT

Offerors are referred to the sections regarding Evaluation Criteria for specific guidelines for the preparation and submission of their proposal. Please note that no exceptions to the RFP requirements or any special stipulations attached to the Offeror's proposal will be accepted.

1.12 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. If an Offeror has submitted its Proposal prior to the Proposal Deadline, it may, until the Proposal Deadline, submit an amendment to its Proposal. The amendment must be in writing and submitted in the same manner as the Proposal.
- B. An Offeror may withdraw its Proposal by submitting written notice to DCAM at One Ashburton Place, Room 1500, Boston, Massachusetts 02108, attention Project Manager at any time prior to the Proposal Deadline.
- C. After the Proposal Deadline an Offeror may not change the price or any provisions of the proposal in a manner prejudicial to the interest of DCAM or fair competition.
- D. DCAM may waive minor informalities or allow an Offeror to correct them. If a mistake in the intended offer, and in the correct offer are clearly evident on the face of the proposal, DCAM shall correct the mistake to reflect the intended correct offer and so notify the Offeror in writing, and the Offeror may not withdraw the offer. DCAM may permit an Offeror to withdraw an offer if a mistake is clearly evident on the face of the proposal but the intended correct offer is not similarly evident.
- E. No Proposal may be withdrawn for one hundred twenty (120) calendar days following the Proposal Deadline.

1.13 REJECTION OF PROPOSALS

DCAM reserves the right to reject any or all Proposals if it determines that such action is in the best interest of the Commonwealth of Massachusetts. Any Proposal which is incomplete, conditional, or difficult to understand may be considered invalid, and DCAM may reject such Proposal. In addition, DCAM may consider any Proposal which is not prepared and submitted in accordance with all requirements of the RFP, or which contains alterations, contingencies or additions not called for, or errors or irregularities of any kind as informal and may reject such Proposal; provided, however, that DCAM reserves the right to waive any and all informalities or minor irregularities. If the RFP or any applicable law requires submission of certain information or additional

documentation, and any Offeror neglects to furnish such information or documentation with its Proposal, DCAM may reject the Proposal of such Offeror as incomplete; provided, however, DCAM reserves the right to deem any such omission as an informality for which such Proposal will not be rejected, and to subsequently receive such information or documentation prior to award of the contract.

1.14 OPENING OF PROPOSALS

DCAM will open the Proposals on or after the Proposal Deadline, but will not read them publicly. A register of those firms submitting timely Proposals will be maintained and will be open to public inspection.

1.15 EVALUATION PROCESS

DCAM will appoint a Selection Committee that will be responsible for the evaluation of the proposals submitted in response to the RFP. The Committee will be comprised of one representative of the designer, the DCAM project manager, and at least two other representatives of DCAM. The Committee will evaluate and rank the proposals based on the criteria described in Section 5. Price proposals will be submitted separately from the technical proposals in a separately sealed envelope and at the same time as the technical proposals. The Committee will first review and evaluate the technical proposals based on the criteria above mentioned. For each technical proposal the Committee will specify in writing on each evaluation criterion a rating of highly advantageous, advantageous, not advantageous, or such additional rating as the Committee finds reasonable. The Committee will then specify in writing a composite rating for each proposal and the reasons for such composite rating and rank the proposals accordingly. The Committee will then open and review the price proposals and re-rank the proposals if necessary after taking into consideration price as well as the criteria set forth for the technical component of the proposal. If the Committee elects to conduct an interview with a construction management firm who submits a proposal, then DCAM will conduct interviews with each construction management firm that submits a proposal. The decision of the Selection Committee will be final and not subject to appeal except on grounds of fraud or collusion. The failure of DCAM to reject an Offeror that does not meet the minimum requirements or whose Proposal is otherwise nonresponsive or unacceptable prior to opening of the Price Proposal Forms shall not preclude DCAM from subsequently rejecting such Proposal.

1.16 POST INTERVIEW ACTION BY DCAM

Following all of the interviews DCAM may, but shall not be required to, consider modifications to the Contract, or any other aspect of the Project. Any modifications determined appropriate by DCAM will be issued to all of the Offerors selected for interviews by addendum. DCAM, in response to such addendum or otherwise, may, but shall not be required to, permit the Offerors selected for interviews to submit a revised Proposal. Following the submission of revised Proposals, if any, DCAM shall complete the evaluation process using the criteria set forth in Section 5. DCAM may at any time between the holding of interviews and the submission of revised Proposals, or if none are

requested at the completion of the evaluation process, reject the Proposal of any Offeror invited to an interview and that Proposal shall no longer be considered by DCAM.

1.17 NEGOTIATING AND AWARD

DCAM will commence non-fee negotiations with the highest ranked CM firm. If DCAM determines that negotiations with the highest ranked firm will not result in a contract acceptable to DCAM, DCAM will terminate negotiations with the highest ranked CM firm and will commence negotiations with the next highest ranked CM firm. The process will continue until DCAM has reached an acceptable contract with one of the prequalified CM firms. In the alternative, DCAM may proceed under G.L. c. 149. The list and ranking of proposed CM firms will be certified by DCAM and made available as a public record after the contract award.

1.18 DEBRIEFING

All Offerors may request a debriefing after the award of the contract has been made. The purpose of the debriefing is to review an Offeror's proposal with reference to the evaluation criteria. Competing Offerors' proposals will not be discussed. A request for a debriefing should be addressed, in writing, to the Contact Person at DCAM.

1.19 MBE AND WBE PARTICIPATION AND EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Offeror's compliance with the requirements of this section is a prerequisite for receiving the Award of the Contract.

The Minority Business Enterprise participation goal for this Contract is 7.4 % of the Guaranteed Maximum Price (GMP)

The Women Business Enterprise participation goal for this Contract is 4.0% of the GMP

The applicable minority workforce utilization percentage, if any, is 15.3%

The applicable women workforce utilization percentage, if any, is 6.9%

This project includes the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals and workforce utilization percentages stated above and in the Owner-Construction Manager Agreement. It is the obligation of the Construction Manager to meet or exceed these participation goals. Article XIII of the General Conditions contains detailed information about MBE and WBE Participation requirements, waivers, enforcement, and other important information.

MBE's and WBE's must be certified by the State Office of Minority and Women Business Assistance (SOMWBA). All Offerors are advised that by submitting a proposal they certify that their proposal and services provided under their proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.

In addition to the above MBE/WBE goals, the Construction Manager shall maintain on this project not less than a 15.3% ratio of minority employees and 6.9% ratio of women

employees work hours to total work hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. Article XII of the General Conditions contains detailed information about Equal Employment Opportunity, Nondiscrimination and Affirmative Action requirements and other important information.

1.20 REFERENCE TO MASSACHUSETTS GENERAL LAWS, WAGE RATES, OSHA

Wherever in the proposal, general conditions, contract, plans or specifications, reference is made to Massachusetts General Laws, it shall include all amendments thereto effective as of the date of issue of invitation to bid on proposed work.

The attention of Offerors is called to Massachusetts General Laws Chapter 149, section 179A, which requires persons contracting with the Commonwealth for public work to give preference in awarding contracts to persons who are citizens of the United States and to partnerships all of whose members are such citizens.

The work to be performed under this contract is subject to the provisions of M.G.L. c. 149A. The following sections of the Massachusetts General Laws shall apply to this Project and are incorporated herein by reference: Sections 26, 27, 27A, 27B, 27C, 27D, 29, 29C, and 34A of Chapter 149, as well as Sections 39F, 39J, 39K, 39N, 39O, 39P, and 39R, of chapter 30.

Attention is directed to the prevailing wage rates for work at the construction site, as determined by the Commissioner of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, section 26 - 27D referenced above.

Pursuant to M.G.L. c. 30, sec. 395 (a)(2) all employees to be employed on the project must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours in duration.

1.21 ROLES AND RESPONSIBILITIES OF AWARDING AUTHORITY

DCAM is responsible for the administration and management for the design and construction of the facility. Its responsibilities include the management of the RFP process and the monitoring and administration of the design and construction after the Offeror has been selected.

1.22 CONSULTANTS WITH PRIOR SERVICE ON THIS PROJECT ARE PRECLUDED FROM SERVICE TO CM TEAMS

DCAM will not consider any proposals submitted by Offerors which are comprised in whole or in part, directly or indirectly (e.g., without limitation, through ownership or control), of individuals or entities which have directly or indirectly had any involvement in the project which is the subject of this Request for Proposals ("involvement" means,

without limitation, involvement relating to planning or environmental or other consulting).

However, DCAM will consider proposals from individuals or entities that have not been involved in the project which is the subject of this RFP, but that have been involved in the design and/or construction of other DCAM projects. Architectural, engineering, cost estimating, testing or any other consultants or sub-contracting firms that participated in any way, as a direct consultant to DCAM or provided any services as a sub-consultant to DCAM's consultant, during the development of this project's RFP or provided any prior study, planning, environmental or other services with respect to this project are excluded from providing any services to firms submitting offers or to the successful Offeror on this project.

DCAM will disqualify any proposal that lists such a firm to provide services on this project. To the best of DCAM's knowledge, the following firms have provided prior services with respect to this project and therefore are precluded from providing services to an offeror. However, if an offeror chooses a firm not listed below and DCAM determines that the firm participated in any way during the development of this project, then DCAM will immediately disqualify the offeror. Prospective Offerors are encouraged to obtain a signed affidavit from architectural, engineering, cost estimating, testing or any other consulting or sub-consulting or sub-contracting firms confirming that they have had no prior involvement with the RFP's development or study, planning, environmental or other services with respect to this project.

Firms that have had prior involvement with the RFP's development or study, planning, environmental or other services with respect to this project include but are not limited to:

[list all firms here that have had prior involvement with the RFP's development or study, planning, environmental or other services with respect to this project]

1.23 EXECUTIVE ORDER 484 (APR. 18, 2007) - CLEAN ENERGY & EFFICIENT BUILDINGS

Contractor understands that, pursuant to Executive Order No. 484, all new construction and renovation projects over \$20,000 must meet a Massachusetts LEED Plus building standard, and that smaller projects must meet the minimum energy performance standards established by the Commonwealth of Massachusetts Sustainable Design Roundtable. Furthermore, Contractor understands that the Massachusetts LEED Plus standard applies to all projects overseen by the Massachusetts Division of Capital Asset Management and Maintenance, as well as all projects built on state land for use by state agencies.

END OF SECTION

SECTION TWO
PROJECT INFORMATION

2.1 PRELIMINARY PROJECT SCHEDULE

The preliminary project schedule is presented solely in a narrative format to provide information to Offerors and is not and shall not become an official or contractual project schedule. The Construction Manager shall not use this schedule information as the basis for a change order.

Preliminary Schedule:

1. Notice to Proceed with preconstruction work: _____
2. Notice to Proceed with early construction package work: _____
Schedule of this early work package to be determined by the CM to coordinate with all aspects of the project.
3. Notice to Proceed with the primary scope of work: _____
4. Substantial Completion of the Project: _____

2.2 SITE VISIT

The Project site may be visited on the scheduled Site Visit, which is indicated on the RFP Cover.

END OF SECTION

SECTION THREE
SUBMISSION REQUIREMENTS: TECHNICAL (NON-PRICE)

3.1 INSTRUCTIONS

- A. The following Non-Price submission requirements for the [redacted] Project are considered a single submission. This section identifies DCAM’s minimum requirements for proposal documents. The non-price submission will be evaluated independently of the price proposal in a manner that ensures that the non-price evaluation will be unaffected by the price proposal.

To facilitate evaluation and complete consideration for each evaluation criterion, the Offerors are instructed to present their proposals in the same structure and format as the Non-Price Submission Requirements. For each item in the proposal include the number identical to the numbers used in this section. This will allow the evaluators to determine the extent to which the information meets the respective evaluation criterion. Items or pages not identified as pertaining to a specific criterion may be discarded without consideration.

- B. The following information must appear on each binder for the Non – Price Proposal and the sealed envelope containing the copies of the Price Proposal.

Offeror's Name: _____
Authorized Representative Responsible for Proposal: _____
Authorized Representative’s telephone number: _____
Authorized Representative’s fax number: _____
Authorized Representative’s email address: _____

Request for Proposals for Construction Management Services for
Construction Management Services for the [redacted]
Massachusetts State Project No. [redacted].

- C. The Offeror shall submit one signed original submission clipped together and six copies of the Technical (Non-Price) Proposal in separate three ring binders.

For the Price Proposal submit the original clipped together and labeled “original” and six copies of the forms collated and stapled in a separate sealed envelope.

The Non – Price binders and the sealed price proposal envelope must be packed in a box, addressed and delivered to:

DCAM Bid Room
Attention: [REDACTED], Project Manager
Division of Capital Asset Management
Room 1610, 16th Floor
One Ashburton Place
Boston, Massachusetts 02108

3.2 REQUIRED INFORMATION

- A. The Request for Proposal Response Form is located at the end of this section. It must be signed and submitted with the proposal.
- B. A copy of the required Update Statement form is located at the end of this section. It must be completed, signed and submitted with the proposal. For DCAM's analysis of the Aggregate Work Limit for this RFP, the Estimated Construction Cost of [REDACTED] million dollars (\$ [REDACTED],000,000.00) will be used with a construction duration of [REDACTED] months for the [REDACTED] Project. DCAM will compare the above numbers with the Offeror's current annualized value of all incomplete work to determine eligibility within the Aggregate Work Limit.
- C. Copy of the of the Offeror's Certificate of Eligibility must be submitted with the proposal.

To submit a proposal in response to this RFP an Offeror whether an individual firm or a joint venture, must be certified in General Building Construction by DCAM for a single project limit of [REDACTED] million dollars (\$ [REDACTED],000,000.00) or greater and must also be within the aggregate limits of its DCAM Certificate of Eligibility. A joint venture Offeror will be required to submit its Certificate of Eligibility for the joint venture meeting the requirements above enclosed with its RFP proposal.

For certification forms and additional information see our web site:
<http://www.state.ma.us/cam/dlforms/eligible.pdf>

Or contact the Certification Office at:
DCAM Contractor Certification Office
One Ashburton Place,
Boston, Massachusetts 02108
Telephone Number (617) 727-4050 ext. 415

3.3 PROJECT EXPERIENCE ON COMPARABLE PROJECTS

The Offeror shall identify three of its completed projects, which the Offeror believes are most comparable to the Project with respect to the size, duration, and project complexity. The Offeror shall also identify three of its complete projects, which Offeror believes are

the most similar projects that used the construction management at risk delivery method. Provide references from the owners and architects for each project identified in this paragraph, including name, title, and current telephone number.

For each of the first three projects identified above, the Offeror shall provide a narrative (not exceeding three pages) describing in detail the scope, duration and complexity of the project and the role of the Offeror in its implementation. The description should indicate the roles and length of project involvement of Managerial and Technical Personnel (see definition in Paragraph 3.4(A)) identified in the project descriptions who will be utilized in the Offeror's Staffing Plan.

For each of the last three projects identified above, the Offeror shall provide a narrative (not exceeding three pages) describing in detail how the similarities of the identified Construction Manager at Risk projects to the current CM at Risk project will benefit the Offeror in the performance of this Project.

3.4 QUALIFICATIONS OF PERSONNEL

A. Staffing Plan

The Offeror shall submit a staffing plan for manning this Project. At a minimum, such plan shall include an organization chart containing all proposed project positions, showing reporting relationships and lines of authority; an explanation of the responsibilities of the Managerial and Technical positions (i.e., project executive(s), project manager(s), superintendent(s), project engineer(s), and contract administrator(s)); and the name of the person proposed for each position.

The Offeror shall list the subconsultants it proposes to utilize as part of the Construction Management team. For each such proposed subconsultant, the Offeror shall list the responsibilities that the subconsultant shall carry out on the Project, the Managerial and Technical Personnel to be supplied by the subconsultant, if any; and the relevant experience of the subconsultant.

B. Resumes

The resumes of all proposed personnel for the Staffing Plan shall be provided and each resume must contain at least three references from owners or designers including name, title, and current telephone number.

C. Job Skill Narrative

The Offeror shall provide a narrative outlining the two most important job performance skills for the position of Lead Project Manager, and the two most important job performance skills for the Chief Superintendent. Describe in detail how the individual selected for each position above has utilized these specific skills on a recent construction project (one-page each person).

3.5 PRECONSTRUCTION SERVICES PLAN

The Offeror shall submit its plan for performing the preconstruction services described in the Owner-Construction Manager Agreement. The plan shall illustrate the Offeror's understanding of the activities required during preconstruction and demonstrate its ability to coordinate and perform those activities. It shall also explain how the Offeror intends to work efficiently and effectively with DCAM and its Designer. The plan should include a detailed description of how the Offeror shall comply with each of the preconstruction services required by the Contract. Identify the Offeror's qualifications to provide an interdisciplinary review. The plan should include a list of the Managerial and Technical Personnel who will be involved in managing the Project during this phase, and the start date and duration for each such person. Unless the plan indicates otherwise, staffing commitments shall be assumed to be full time for this Plan.

3.6 CONSTRUCTION SERVICES PLAN

The Offeror shall submit its plan for managing the construction of the Project. The plan shall explain the Offeror's management structure and methodology for project management, the logistics and sequencing of the Work, and, in broad terms, means and methods of performing the Work. It should indicate the Offeror's project specific program for quality assurance and quality control. The Offeror shall describe how they will comply with requirements for schedule development, cost loading, resource loading, monthly schedule updates, and weekly project meeting review of the look ahead schedule. The plan should address how the Offeror will achieve coordination among and between trades. The plan should discuss the steps the Offeror will take to minimize change orders and claims. The plan shall address how the Offeror will propose to commission all of the building systems. The plan should include a list of the Managerial and Technical Personnel who will be involved in managing the Project during the construction phase, and the start date and duration for each such person. Unless the plan indicates otherwise, staffing commitments shall be assumed to be full time for this Plan.

3.7 PRELIMINARY PROJECT SCHEDULE

The Offeror will submit its proposed Preliminary Project Schedule. The Project Schedule will be used as a meaningful management tool for Preconstruction and Construction Services. The Project Schedule should demonstrate that the Offeror has a clear understanding of the project requirements and how activities will be sequenced. The bar chart form will show the start dates, activity durations, and finish dates for at least the thirty largest (or most critical) Subcontractors. Each CM activity for Preconstruction and Construction Services must be identified. The critical path must be indicated on the schedule. The Preliminary Project Schedule shown in Section 2.1 is the proposed timetable for this project, upon which the Offeror must base its proposal. Offerors may not propose revisions to the timing or sequence of events and may not present an alternate schedule for consideration by DCAM in their proposal.

3.8 UPDATE OF SCHEDULE “E” TERMINATIONS AND LEGAL PROCEEDINGS

Offeror must attach a copy of Offeror’s Schedule “E” Terminations and Legal Proceedings that was submitted to DCAM by Offeror together with Offeror’s Qualification Statement in connection with this Project. Offeror must also attach a signed Affidavit of Compliance with Schedule “E” Terminations and Legal Proceedings, which form is being provided with this RFP and is referenced below.

Failure to provide complete and accurate information requested in this paragraph may result in rejection of the proposal for non-responsiveness.

3.9 FORMS

The following forms must be submitted as part of the Technical (Non-Price) Proposal Response Submission. They are listed below and attached following this Section Three. They shall be submitted in the Technical (Non-Price) Proposal Response Proposal Binder and must be filled out in black ink.

These Forms are Provided Following this Section:

- Technical (Non-Price) Proposal Response Form
- Informational Sheet
- Affidavit of Compliance (Secretary of State filings)
- Affidavit of Prevailing Wage Compliance (c. 149, s. 26 and 27)
- Certification of Tax Compliance
- Affidavit of Compliance with Schedule “E” Update for Terminations and Legal Proceedings
- DCAM Update Statement (Blank)

These Forms are not Provided here but Must be Provided by Offeror:

- Copy of the Offeror’s Certificate of Eligibility
- Surety Commitment Letter at 110% of Estimated Construction Cost (**must be current and reference this RFP. The letter submitted with the RFQ is not acceptable**)
- Copy of the Offeror’s Schedule “E” Terminations and Legal Proceedings that was submitted with Offeror’s RFQ on this Project.

END OF SECTION

SECTION FOUR
PRICE SUBMISSION REQUIREMENTS

4.1 PRICE SUBMISSION INSTRUCTIONS

The lowest price proposal shall not necessarily be awarded the contract.

The Offeror shall submit one signed original (unfolded) and six collated and stapled copies of the Price Proposal Form in a large sealed envelope. Provide an additional copy clipped together for a total of eight. Review submission requirements in Section 3.1 for packaging of the entire proposal.

4.2 INSTRUCTIONS FOR COMPLETING FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

- A. Section A is the first of three sections of the Form. It contains the Payment Summary for CM Preconstruction Services and CM Construction Services as those terms are explained in the Owner-Construction Manager Agreement.
- B. Section B is for the documentation of the Payment for CM Preconstruction General Conditions Costs. This section includes the cost of services provided by the CM from the Notice to Proceed with Preconstruction Services through the completion (as determined by DCAM) of all preconstruction services, including the Prequalification of all Trade Contractors and Other Subcontracts. Costs incurred after the Prequalification list of subcontractors for each trade is finalized shall be attributed to the CM Construction General Conditions Costs.

The cost lines for B.1 must include the appropriate markup for wages, insurance, taxes, and benefits for the proposed personnel identified as performing preconstruction services.

Line B.2 is for the payment for all miscellaneous Preconstruction Expenses. A lump sum amount shall be included for all expenses related to preconstruction services not identified as part of the personnel costs or Fee.

Line B.3 is for the Total Payment for CM Preconstruction General Conditions Costs. The addition of B.1 and B.2 will be shown on line B.3, and transferred to the Payment Summary page.

The CM shall pay for Prequalification reproduction expenses for the Trade Contractors and, Prequalification and Procurement reproduction expenses for Other Subcontracts as part of the Preconstruction General Conditions cost. The Preconstruction General Conditions cost shall not include the reproduction cost of the plans and specifications for the Request for Bids for Trade Contractors. DCAM will make plans available through the bid room for the Trade Contractors.

- C. Section C of the Price Proposal Form is for the documentation of the CM Construction General Conditions Costs. The General Conditions are divided into separate cost items (additional categories may be provided at the option of the Offeror). The breakdown shall include all costs for all general requirements as contemplated by the general conditions and supplementary general conditions and any items performed by the CM referenced within the RFP Documents.

The cost lines for C.1, C.2 and C.3 must include the appropriate markup for wages, insurance, taxes, and benefits for the proposed personnel identified performing construction services.

Only the following General Conditions designated as “Assign to Subcontractor” shall be bought out during the sub-trade procurement process and amounts should not be entered on Form GC.

- Temporary Potable Water Service and Distribution
- Temporary Sewer Service and Distribution
- Temporary Electrical Service and Distribution
- Emergency Diesel Generator Fuel Consumed (For Testing)
- Spec Section 011000 Cutting, Coring, And Patching
- Spec Section 015000 Hoisting Equipment and Machinery
- Spec Section 015000 Staging
- Spec Section 015000 Dust Control
- Spec Section 015000 Noise Control
- Spec Section 015000 Safety Protection
- Spec Section 015000 Shoring
- Spec Section 017418 Demolition Waste Disposal
- Spec Section 017419 Construction Waste Disposal
- General Conditions Other: Temporary Fire Protection
- General Conditions Other: Tree and Shrub Protection
- General Conditions Other: Wetland Protection and Environmental Protection
- General Conditions Other: Security Enclosures Temporary Lockup

Only the following General Conditions will be recognized as allowances. Budget for these allowances, and these allowances only, by the Construction Manager will be adjusted throughout the project by the Construction Contingency when those amounts are either exceeded or reduced.

- Temporary Electricity Consumed
- Temporary Heating System
- Temporary Heating Fuel Consumed
- Spec Section 011000 Permits, Inspection And Testing Required By Governing Authorities
- Spec Section 015000 Clean-Up Dumpster Pulls
- Spec Section 015000 Project Identification
- General Conditions Other: Police Details

For all of the remaining General Condition items not identified as the aforementioned “Assigned to Subcontractor” or the aforementioned “Allowances”, the amounts entered shall be the CM’s firm price.

Insurance costs for the Payment Proposal will be based on the estimated construction cost indicated on the form. The insurance and bond costs will be adjusted up or down in accordance with the Guaranteed Maximum Price.

4.3 FORMS

All forms for the Price Proposal Submission are included in the pages following this Section Four and are listed below. They must be submitted in the Price Proposal Submission completely **in black ink** including quantities, unit costs, lump sum costs, percentages and other information requested. **All line items must have dollar amounts assigned. Do not leave lines blank or use designations such as “N/A”. This may result in rejection of the proposal.**

Required Forms:

- Form GC: Payment for Construction Management Services (attached)
- Non-Collusion Affidavit (attached)

END OF SECTION

SECTION FIVE
EVALUATION CRITERIA

5.1 EVALUATION CRITERIA(Cross Reference Evaluation Process in Section 1, par. 1.16)

The Non – Price Proposals will be evaluated against the following criteria to facilitate rating each proposal. The criteria for the performance ratings and the selection method are designed to ensure competition among the Offerors.

DCAM will rate highly Offerors who excel, for each category below as applicable, in the performance of their contractual responsibilities. Highly rated Offerors will have provided: effective value engineering and quality control programs, maintained construction progress schedules, controlled and reduced change order costs, effective project safety programs, excellent coordination and management of subcontractors, cooperation and coordination with the owner, and minimizing of claims and disputes. DCAM will, as part of this selection process review the references and other information contained in the DCAM Certification Files and the RFP submission for Construction Management Services of any or all of the Offerors.

5.2 REQUIRED INFORMATION

DCAM will rate any proposal as incomplete that fails to include any information required by this RFP, including, without limitation all information required by Paragraph 3.2 of this RFP.

5.3 PROJECT EXPERIENCE AS DEMONSTRATED BY BUT NOT LIMITED TO THREE COMPARABLE PROJECTS

DCAM will rate highly Offerors, which have demonstrated in their descriptive narrative and project references the Offeror’s experience with successful building construction projects similar in size, duration, and complexity to this Project and similar successful building projects that used the construction management at risk delivery method

5.4 QUALIFICATIONS OF PERSONNEL

A. Staffing Plan

DCAM will rate highly Offerors whose staffing plans set forth an effective organization for management of the Project and clearly delineate the relationship of all staff members to the team. Identify all Managerial and Technical Positions and the personnel assigned to each position. Managerial and technical personnel for this project will have demonstrated experience in successful projects similar in size, duration, and complexity. Roles and responsibilities for key personnel should match their previous personal experience. As part of the staffing plan evaluation, subconsultants if any, must be identified and there roles delineated.

B. Resumes

DCAM will rate highly Offerors Managerial and Technical Personnel assigned to this project who have demonstrated experience in successful projects similar in size, duration, and complexity and receive strongly positive references.

C. Job Skill Narrative

DCAM will rate highly Offeror's who assign to this project their lead Project Manager and Chief Field Superintendent who demonstrate superior job performance skills.

5.5 PRECONSTRUCTION SERVICES PLAN

DCAM will rate highly Offerors whose preconstruction services plan clearly and in detail describes how the Offeror will accomplish the preconstruction activities set forth in the Contract, and that reflect a practical understanding of the requirements of the Project.

5.6 CONSTRUCTION SERVICES PLAN

DCAM will rate highly Offerors whose construction services plan clearly and in detail describes how the Offeror will accomplish the construction activities set forth in the Contract, and that reflect a practical understanding of the requirements of the Project.

5.7 PRELIMINARY PROJECT SCHEDULE

DCAM will rate highly, Offerors whose schedule describes how the Offeror will accomplish the preconstruction and construction activities set forth in the Contract and reflects a practical understanding of the requirements of the Project. An appropriate level of detail should be shown to satisfy DCAM of the logic and sequence of the activities, but not obscure the intent of the schedule to clearly show the scope of the project and the Construction Manager's role in organizing it. Offerors may not deviate from the Preliminary Project Schedule set forth in Section 2.1.

5.8 RECORD OF TERMINATIONS, LIQUIDATED DAMAGES, SURETY, AND LEGAL ACTIONS

DCAM will rate highly Offerors who do not have negative records, or issues related to terminations, liquidated damages, surety and legal actions.

5.9 DCAM UPDATE STATEMENT AND COMPETING COMMITMENTS

If DCAM determines that one or more other ongoing or pending projects or other engagements of the Offeror may pose a conflict of interest or a possible conflict of interest, DCAM may rate such Offeror unfavorably as to this criterion. Unless, such Offeror agrees to terminate such other engagement(s), or to take other actions acceptable to DCAM to avoid or eliminate such conflict or possible conflict of interest.

END OF SECTION

SECTION SIX
NEGOTIATION AND AWARD OF CONTRACT

6.1 TIME FOR FINALIZING CONTRACT

The list and ranking of proposed CM firms will be certified by DCAM and made available as a public record after the contract award. The selected Offeror will be notified in writing. The notice may specify a time, which shall not be less than fifteen (15) business days from the date of the notice, by which such Offeror must execute the Contract in the form included in the RFP, modified by the provisions of any applicable addenda, and furnish the certificates of insurance and any other documents required in connection with execution of the Contract. Prior to signing the Contract the Offeror shall furnish to DCAM payment and performance bonds of a surety company qualified to issue bonds in the Commonwealth, whose name appears on the Treasury Department Circular 570 and is satisfactory to DCAM. If the work is not to begin immediately and Offeror has submitted a proposal for preconstruction work only then each such bond must be at least in the amount of the Offeror's proposal; provided that prior to beginning any construction work on the Project each bond must be replaced for the sum of the estimated construction cost of the Project, i.e. _____ million dollars (\$_____,000,000.00). If the GMP has been established prior to beginning the work then each such bond shall be for the sum of the GMP. Whenever the GMP is established each bond must be furnished and replaced by the CM in the sum of the GMP upon the signing of the GMP amendment. Such bonds shall be in form and content satisfactory to DCAM.

If the selected firm fails to execute a contract or to furnish the necessary bonds, insurance and other documents necessary for signing the contract within the time period specified in the request for proposals then, unless DCAM in its sole discretion elects to extend the time or cancel this procurement, DCAM may commence negotiations with the remaining highest ranked firm, provided they continue to meet the DCAM certification requirements. If negotiations are not successful then the negotiations will be terminated and the same process will begin with the next highest ranked firm until a contract is awarded. In the alternative, DCAM may proceed under G.L. c. 149.

6.1.2 FAILURE TO PROVIDE BONDS WHEN REQUIRED AFTER CONTRACT SIGNING, TERMINATION

If the Offeror fails to replace the necessary payment and performance bonds after signing the contract as required by the previous section, then this will be considered a breach of contract justifying termination of the Contract by DCAM and the CM will be responsible for all damages, consequential or otherwise, as a result of such breach. If the Contract is terminated, DCAM may commence negotiations with the remaining highest ranked firm, provided they continue to meet the DCAM certification requirements. If negotiations are not successful then the negotiations will be terminated and the same process will begin with the next highest ranked firm until a contract is awarded. In the alternative, DCAM may proceed under G.L. c. 149.

6.2 AWARD WITHOUT NEGOTIATIONS

DCAM reserves the right to accept the selected Offeror's Proposal as submitted without further negotiation. In such case the notice described in Paragraph 6.1 above shall inform the selected Offeror that there shall be no negotiations and that the Offeror must execute the Contract and meet the other obligations set forth in Paragraph 6.1 within the time stated in the notice.

6.3 SUSPENDED OR DEBARRED OFFERORS

No person or firm disqualified by the Federal Government or under Massachusetts General Laws Chapter 7, Section 38E(e), nor any person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment or disqualification provisions of any other provision of the Massachusetts General Laws or any rule or regulation promulgated thereunder, shall be eligible for award of this contract.

6.4 RELATED WORK PROHIBITIONS

Neither the successful Offeror selected as the construction manager, nor any affiliate in which the Offeror has an ownership interest, nor any subconsultant or subcontractor (or any of its affiliates) of the Offeror, may participate in any way in provision of the Program Manager or the Designer's services on this Project. If the Offeror is a joint venture, this Paragraph applies to each member of the joint venture.

END OF SECTION