



Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance



**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES**

***Remove if no part 2* PART 1 OF 2**

Massachusetts State Project ***(Project Number)***

(Full Project Name)

(Project Location), Massachusetts

RFP Informational Meeting: **Time, Date
Location**

Deadline for receipt of questions to DCAMM: **Time, Date**

Proposal Deadline: **Time and Date**

For projects with accelerated procurement timeline – OGC to consult with project team; delete if N/A:

Interviews (if applicable): ***[insert dates specified in Section 1.16]***

(see Section 1.16 of this RFP for additional information)

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IF ISSUING STUDY; REMOVE IF N/A

PART 2 OF 2 STUDY (PROVIDED AS SEPARATE DOCUMENT)

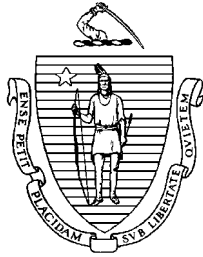
**Insert Title of Study Document, including Project Name and Study Project Number, dated
XXX**

DELETE IF N/A

ATTENTION OFFERORS

Offerors are advised:

- **[insert any critical, unique project-specific requirements of this RFP or document updates]**
- ***If site has CORI restrictions and there is an on-site Informational Meeting:*** CORI requirements must be complied with to enter the Premises for the RFP Informational Meeting. Forms and instructions were sent via e-mail to the prequalified firms for this Project prior to issuance of this RFP.
- ***For security-restricted project:*** The RFP materials, including all attachments and information contained in the materials may contain sensitive information subject to security restrictions and must be handled in accordance with the Security Acknowledgment Form sent to Offerors via e-mail prior to issuance of this RFP.
- ***For projects with very accelerated schedules:*** Due to schedule constraints necessary to **[insert description]**, the Construction Manager at Risk procurement and the project's schedule or proceeding on an accelerated timeframe. An estimated timeframe is set forth in Section 2.4 of this RFP . Please take note of all dates and deadlines.



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 and Maintenance ("DCAMM") requests proposals for **Construction Management at Risk Services for the [PROJECT # AND PROJECT NAME]**. Firms which have submitted Statements of Qualification in response to the Request for Qualifications ("RFQ") issued by DCAMM and have been selected as qualified may submit proposals for services to be performed on the site, located in [REDACTED], Massachusetts. DCAMM intends to award a Construction Manager at Risk with a Guaranteed Maximum Price contract in the form of the Owner-Construction Manager Agreement included in this RFP ("Contract") for the above referenced project ("Project"), as described in more detail in the RFQ and this RFP. Qualified firms are hereby asked to prepare a proposal consisting of two parts: the technical (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 Contract Documents, including the 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 construction general conditions, construction contingency, and the fees charged by the CM, also known as the Contract Price. See Article 6 of the Contract for more detail on the GMP. Capitalized terms not defined herein shall have the meaning set forth in the Contract or Construction Manager at Risk General Conditions attached to this RFP.

This RFP contains all 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 this RFP, 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.

1.2 GENERAL DESCRIPTION OF SCOPE OF SERVICES

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

The Construction Manager (CM) is required to provide CM [remove if n/a early preconstruction,] preconstruction and construction services (referred to as [remove if n/a “CM Early Preconstruction Services”,] “CM Preconstruction Services” and “CM Construction Services”, respectively) as required by the Contract Documents. [remove if n/a: CM Early Preconstruction Services will include, without limitation, providing advice and expert CM services involving cost estimating, scheduling, phasing recommendations, constructability reviews and other appropriate services to DCAMM, the Designer, and consultants, during the study and schematic design stage of the Project. /CM Preconstruction Services will include, among other things, providing expert CM advice and services during design development and construction document phases, including without limitation design review, construction planning, cost estimating, scheduling, subcontractor procurement, and other appropriate services, as set forth in more detail in the Contract Documents. CM Construction Services will involve responsibility for managing, coordinating and supervising all aspects of the Work as described in the Contract Documents.

All the CM services for this Project are described in more detail in this RFP and in the Contract Documents. See Section Two of this RFP for additional details on the Project and required CM services.

1.3 REQUEST FOR PROPOSAL DOCUMENTS

The proposal document packages are available to prequalified firms through DCAMM’s E-Bid Room. They are provided electronically and may be accessed, reviewed, or downloaded at no cost to Offerors through the E-Bid Room (<https://www.bidexpress.com/businesses/10279/home>) If you require assistance using the E-Bid Room, DCAMM’s host vendor, Bid Express, provides customer support between 7 am – 8 pm (EST) at (888) 352-2439 or (352) 381-4888. Step by step tutorials on electronic bidding and other E-Bid Room functions are available 24/7 on the Bid Express website www.bidexpress.com or contact DCAMM’s Bid Room.

1.4 CONTRACTUAL STATUS OF RFP AND PROPOSALS

DCAMM assumes no responsibility for costs incurred in the preparation of a proposal or related activities of any Offeror. DCAMM 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, DCAMM 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 DCAMM is the Contract duly executed by DCAMM and the CM selected pursuant to the selection process. DCAMM assumes no obligation

for any expenses incurred or work performed before all Contract documents are fully executed and a Notice to Proceed is issued in accordance with the Contract.

1.5 COMMUNICATIONS

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

B. Construction Manager Contact Person

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

Name
Address
Phone Number
Email Address

C. DCAMM Contact Person:

[REDACTED], Project Manager
DCAMM Office of Design and Construction
One Ashburton Place, 15th Floor
Boston, MA 02108
(857) 204-xxxx
(Email)

1.6 COMPLIANCE WITH RFP

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

1.7 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 DCAMM 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.

1.8 RFP INFORMATIONAL MEETING

DCAMM may hold an RFP informational meeting/site visit (“RFP Informational Meeting”) in connection with this RFP. The RFP Informational Meeting, if any, will be held on the date and place indicated on the title page of the RFP. 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.

1.9 ADDENDUM PROCEDURES

DCAMM reserves the right to amend the RFP at any time. Any amendments to the RFP shall be issued through written addenda. Each addendum will be posted on DCAMM’s E-Bid Room for this Project. All addenda so issued shall become part of the RFP.

Each Offeror shall be responsible for determining that it has received all addenda posted, 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 Technical (Non-Price) Proposal Response Form attached to this RFP.

1.10 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 DCAMM, 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 DCAMM’s Bid Room at bidroom.dcammm@mass.gov for general information about obtaining the RFP, RFP submission deadlines, electronic submission process, and the existence of any relevant addenda to the RFP; 2) inquiries made at the official RFP Informational Meeting held by DCAMM 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 DCAMM’s attention at the RFP Informational Meeting which DCAMM 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 DCAMM, or DCAMM’s designer or program manager, or any member of the Prequalification Committee or Selection Committee 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 DCAMM Contractor Certification Office, the DCAMM Bid Room or to submit a 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 email addressed to DCAMM's Contact Person indicated above. To be given consideration, such questions, requests, or correspondence shall be received by DCAMM 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 DCAMM in any way. DCAMM will not be responsible for, and an Offeror may not rely upon or use as the basis of a claim against DCAMM or a consultant of DCAMM, any information, explanation or interpretation of the RFP rendered in any manner other than as provided in Paragraphs 1.8 and Paragraph 1.9.

1.11 PROPOSAL SUBMISSION

- A. The RFP requires the submission of separate technical and price components as part of a proposal in response to the RFP. Proposals must be received by DCAMM through DCAMM's E-Bid Room 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 DCAMM (in either case, the "Proposal Deadline").
- B. It is the Offeror's responsibility to allow adequate time for submission by considering potential online submission impediments like internet traffic, internet connection speed, file size, and file volume. DCAMM is not responsible for delays encountered by Offerors or their agents, or for an Offeror's local hardware failures, such as computers or related networks, associated with proposal completion or submission. Offeror is solely responsible for ensuring successful completion of all processes necessary to obtain full access to and the ability to submit a proposal through the E-Bid Room sufficiently in advance of the Proposal Deadline, including: DCAMM verification through the DCAMM Bid Room; registration with Bid Express, DCAMM's host vendor for the E-Bid Room; and obtaining a digital ID through Bid Express. 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 Form in ink to bind the Offeror, to be scanned and included in the electronic proposal submission.
- D. Any and all addenda must be acknowledged on the Technical (Non-Price) Proposal Response Form.

1.12 PROPOSAL FORMAT

Offerors are referred to the sections regarding the Technical Proposal, Price Proposal, and 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.

1.13 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 modify its submission through DCAMM's E-Bid Room 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 DCAMM or fair competition.
- D. DCAMM 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, DCAMM 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. DCAMM 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.

1.14 REJECTION OF PROPOSALS

DCAMM 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 DCAMM may reject such proposal. In addition, DCAMM 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 DCAMM 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, DCAMM may reject the proposal of such Offeror as incomplete; provided, however, DCAMM 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.

1.15 OPENING OF PROPOSALS

DCAMM 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.

1.16 EVALUATION PROCESS

DCAMM will appoint a committee that will be responsible for the evaluation of the proposals submitted in response to the RFP ("Selection Committee"). The Selection Committee will be comprised of one representative of the designer, the DCAMM project manager, and at least two other representatives of DCAMM. The Selection Committee will evaluate and rank the proposals based on the criteria described in Section 5. Price Proposals (as defined in Section 4) will be submitted separately from the Technical Proposals (as defined in Section 3) in a separately sealed envelope and at the same time as the Technical Proposals. The Selection Committee will first review and evaluate the Technical Proposals based on the criteria above mentioned. For each Technical Proposal, the Selection Committee will specify in writing on each evaluation criterion a rating of highly advantageous, advantageous, not advantageous, or such additional rating as the Selection Committee finds reasonable. The Selection 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 Selection 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 Selection Committee elects to conduct an interview with a construction management firm who submits a proposal, then DCAMM will conduct interviews with each construction management firm that submits a proposal. **For RFPs with accelerated schedules (delete if N/A):** If interviews are conducted at the election of the Selection Committee, to maintain the accelerated schedule for this CM procurement and the project, **all interviews will be held on [insert dates provided by evaluation committee (OGC to consult with ODC PM and Exec)]. The DCAMM Contact Person identified above will contact Offerors within 2 business days following receipt of Proposals to establish specific interview times on the specified days.** Unless otherwise communicated in writing by the DCAMM Contact Person, interviews will be one-hour in duration and presentations by Offerors may not exceed 40 minutes. While the Selection Committee will make efforts to find a mutually convenient time for the Offeror and Selection Committee, Offerors are expected to prioritize this in their schedules and be prepared with availability on the dates stated above.

The decision of the Selection Committee will be final and not subject to appeal except on grounds of fraud or collusion. The failure of DCAMM 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 shall not preclude DCAMM from subsequently rejecting such proposal.

1.17 POST INTERVIEW ACTION BY DCAMM

Following all of the interviews, DCAMM may, but shall not be required to, consider modifications to the Contract, or any other aspect of the Project. Any modifications determined appropriate by DCAMM will be issued to all of the Offerors by addendum. DCAMM, in response to such addendum or otherwise, may, but shall not be required to, permit the Offerors to submit a revised proposal. Following the submission of revised proposals, if any, the Selection Committee shall complete the evaluation process using the criteria set forth in Section 5. DCAMM may at any time reject the proposal of any Offeror and that proposal shall no longer be considered by DCAMM.

1.18 NEGOTIATING AND AWARD

DCAMM will commence non-fee negotiations with the highest ranked CM firm. If DCAMM determines that negotiations with the highest ranked firm will not result in a Contract acceptable to DCAMM, DCAMM 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 DCAMM has reached an acceptable Contract with one of the prequalified CM firms. In the alternative, DCAMM may proceed under M.G.L. c. 149.

The list and ranking of proposed CM firms will be certified by DCAMM and made available as a public record after the Contract award.

1.19 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 DCAMM Contact Person indicated above.

1.20 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 separate Minority Business Enterprise and Women Business Enterprise ("MBE/WBE") participation goals for this Contract are ____ **% MBE and** ____ **% WBE**.

The applicable minority workforce utilization percentage is 15.3%.
The applicable women workforce utilization percentage is 6.9%.

The Commonwealth encourages and monitors the participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOBE") and Veteran Business Enterprises ("VBE") on its construction projects. The benchmark for SDVOBE and VBE participation on the project is 3%.

The Commonwealth also encourages the participation of Portuguese Business Enterprises (PBE), Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBE); and Disability-Owned Business Enterprises (DOBE) on its contracts.

This Project includes the separate MBE and WBE goals and workforce utilization percentages stated above and in the Contract. It is the obligation of the CM 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 Commonwealth's Supplier Diversity Office (SDO) to be credited towards meeting the Project's above-stated MBE and WBE participation goals. 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 CM 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 M.G.L. c. 149, § 44F. Article XII of the General Conditions contains detailed information about equal employment opportunity, nondiscrimination and affirmative action requirements and other important information.

1.21 LEGAL REFERENCES (MASSACHUSETTS GENERAL LAWS, WAGE RATES, OSHA, TRENCH SAFETY, WORKFORCE REQUIREMENTS)

- A. Wherever in the proposal, RFP, Contract, General Conditions, Drawings, 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.
- B. The attention of Offerors is called to M.G.L. c. 149, § 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 whose members are all United States citizens.
- C. The work to be performed under this contract is subject to the provisions of M.G.L. c. 149A. The selected Offeror shall be responsible for ensuring that all work on the Project is performed in accordance with all applicable legal requirements, including, without limitation, the following, which are incorporated herein by reference: M.G.L. c. 149, §§ 26, 27, 27A, 27B, 27C, 27D, 29, 29C, and 34A and c. 30 §§ 39F, 39J, 39K, 39N, 39O, 39P, and 39R.
- D. 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 M.G.L. c. 149, § 26 - 27D referenced above.

- E. Pursuant to M.G.L. c. 30, § 395(a)(2) all employees to be employed on the Project must have successfully completed a course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) and of at least ten (10) hours in duration.
- F. The selected Offeror shall comply with the requirements of M.G.L. c. 82A and 520 CMR 14.00 (collectively referred to as the “Trench Safety Law”) enacted 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 E of the Contract.
- G. 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 M.G.L. c. 176Q.

1.22 EXECUTIVE ORDER 484 - CLEAN ENERGY AND EFFICIENT BUILDINGS

By submitting a proposal, each Offeror shall be deemed to acknowledge and understand that, pursuant to Executive Order No. 484, all new construction and renovation projects over 20,000 square feet 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.

The Massachusetts LEED Plus standard applies to all projects overseen by DCAMM, as well as all projects built on state land for use by state agencies.

1.23 ROLES AND RESPONSIBILITIES OF AWARDING AUTHORITY

DCAMM is responsible for the management of the RFP process for the Project and the monitoring and administration of the design and construction in accordance with the Contract after the Offeror has been selected.

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

DCAMM 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 RFP ("involvement" means, without limitation, involvement relating to planning or environmental or other consulting).

However, DCAMM will consider proposals from individuals or entities that have not been involved in the Project but that have been involved in the design and/or construction of other DCAMM projects. Architectural, engineering, cost estimating, testing or any other consultants or subcontracting firms that participated in any way, as a direct consultant to DCAMM or provided any services as a subconsultant to DCAMM'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.

DCAMM will disqualify any proposal that lists such a firm to provide services on this Project. However, if an Offeror chooses a firm not listed below and DCAMM determines that the firm participated in any way during the development of this Project, then DCAMM 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 subcontracting 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.

To the best of DCAMM's knowledge, the following firms have had prior involvement with the Project's or 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]

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 CM shall not use this schedule information as the basis for a change order for additional compensation.

Preliminary Schedule:

1. **remove if n/a** Notice to Proceed with CM Early Preconstruction Services: [REDACTED]
2. Notice to Proceed with CM Preconstruction Services: [REDACTED]
3. Notice to Proceed with CM Construction Services for early construction package work: [REDACTED]

Schedule of any early construction work package to be recommended by the CM for approval by DCAMM. The CM shall be responsible to coordinate any early construction work with all aspects of the Project.

DCAMM may require execution of an Early Package Amendment (as set forth in the Contract) prior to issuance of bid documents or any authorization for commencement of early package scope(s) of work.

4. GMP Amendment and Notice to Proceed with CM Construction Services for the primary scope of work: [REDACTED]

It is DCAMM's intent to amend the Contract with a negotiated Guaranteed Maximum Price prior to the issuance of bid documents for the primary scope of work.

5. Substantial Completion of the Project: [REDACTED]

2.2 ESTIMATED COST OF CONSTRUCTION (ECC)

The current conceptual estimated cost of construction ("ECC") for this Project is [REDACTED] million dollars (\$ [REDACTED],000,00.00). This ECC is subject to update and confirmation by DCAMM's designer and the selected Offeror as part of the performance of **remove if n/a** CM Early Preconstruction Services and/ CM Preconstruction Services. .

2.3 DCAMM'S CHANGE ORDER CONTINGENCY

DCAMM is carrying a contingency in the amount of [REDACTED] percent of the estimated Hard Cost of the Work set forth in Attachment B to this RFP. This DCAMM contingency is

separate from the Guaranteed Maximum Price and will not be accounted for in the GMP Amendment or otherwise in the Contract. Funds will only be drawn from this DCAMM contingency amount as payment for Change Orders Approved in accordance with the Contract Documents. Disclosure of this DCAMM contingency in no way modifies the rights and obligations set forth in this RFP and/or the Contract and Contract Documents. DCAMM may, in its sole discretion, adjust this DCAMM contingency during the Project.

2.4 DETAILED SCOPE INFORMATION

A. ***REMOVE this section if not applicable:*** CM Early Preconstruction Services

1. Review study and schematic design documents, and other construction documents, and recommend changes to DCAMM as to value engineering, constructability, suitability of materials and equipment, scheduling, phasing, time, methods and sequence of construction, and the clarity, consistency and coordination of the contents of all documentation.
2. Participate in Project meetings.
3. Participate in the development of the Project master schedule, phasing and relocation schedule and develop a critical path method (CPM) schedule that identifies all design activities, permits and all other activities required to be completed before construction activities can begin.
4. Review and recommend revisions to DCAMM, if appropriate, to the Project master schedule, construction budget and permitting plan and advise on the constructability and sequencing of the Project.
5. Review and comment on cost estimates prepared by the Designer's cost estimator.
6. Prepare detailed cost estimates and value engineering analyses during the schematic design phase of the Project. The CM shall work with the Designer to reconcile any differences.
7. DCAMM may require additional cost estimates to confirm budget due to modifications made via design and scheduling workshops. The CM shall work with the Designer and DCAMM to reconcile any differences.
8. Attend periodic project meetings and special meetings for the exchange of information concerning the progress of the project including schedule, budget and constructability. The CM shall maintain and share with the Project team current and complete records of correspondence, meeting minutes, memorandum, cost estimates, schedules and other project related materials directly in or in a manner compatible with the Project's electronic project management software, as directed by DCAMM..

B. Preconstruction Services

1. Schedule

- Participate in the development of the Project master schedule, phasing, and relocation schedule and develop a detailed critical path method (CPM) schedule that identifies all design activities, permits and all other activities required to be completed before construction activities can begin and a preliminary construction schedule showing all phasing.
- Review and recommend revisions, if appropriate, to the Project master schedule, phasing and relocation schedule, construction budget and permitting plan and advise on the constructability and sequencing of the Project.
- The CM shall assign a professional project scheduler possessing building and site design and construction experience. If deemed qualified by DCAMM, the CM can assign an in-house scheduler. Develop a CPM schedule that identifies all design activities, permits and all other activities required to be completed before construction activities can begin and a preliminary construction schedule. The CPM project schedule shall be developed using scheduling software found acceptable to and approved by the DCAMM Project Manager.

2. Document Review

- Review the study documents, design and construction documents and other related documents as they are being developed and make recommendations to DCAMM as to value engineering, constructability, suitability of materials and equipment, scheduling, phasing, time, methods and sequence of construction, and the clarity, consistency and coordination of the contents of all documentation.
- Develop the scope of work and prepare bid packages in concert with the Designer (DCAMM will provide a template for the Trade Contractor bid packages) for each category of Trade Contractor work to be bid and participate in the prequalification and selection of each Trade Contractor as defined by law and in Appendix C of the General Conditions.
- Develop the scope of work and prepare bid packages in concert with the Designer for each remaining category of contracted work, that is not Trade Contractor work, to be bid and prequalify and select each subcontractor as defined by law and in Appendix C of the General Conditions.
- Conduct activities relating to the procurement and award of Trade Contracts and all other contracts for the furnishing of labor, materials, equipment, or other services in connection with the construction of this Project in a manner that will meet Minority Business Enterprise and Women Business Enterprise participation goals set by DCAMM for the Project.

3. Budget

- Review and comment on cost estimates prepared by the Designer's cost estimator.
- Perform detailed cost estimates and value engineering analyses during the design development and construction document phases. The CM shall work with the Designer to reconcile any differences.
- DCAMM may require additional cost estimates to confirm budget due to modifications made via design and scheduling workshops. The CM shall work with the Designer and DCAMM to reconcile any differences.
- Develop, in coordination with DCAMM, a system for tracking Project costs and cash flow.
- Perform periodic detailed cost estimates for the entire construction and for phases or portions of the Work as directed by DCAMM, and work with the project Designer to reconcile any differences.

4. Meetings and Communications

- Attend periodic project meetings and special meetings for the exchange of information concerning the progress of the project including schedule, budget, constructability, document review, and Trade Contractor and Subcontractor prequalification. The CM shall maintain and share with the Project team current and complete records of correspondence, meeting minutes, memorandum, cost estimates, schedules and other project related materials directly in or in a manner compatible with the Project's electronic project management software, as directed by DCAMM.
- Attend and, if requested by DCAMM, schedule and lead periodic Project meetings and special meetings for the exchange of information concerning the project, and review of design progress and scheduling, budget, Permits, and Approvals and other related matters. All meetings shall be held at a location and time convenient to the DCAMM Project Manager.

5. Testing, Exploratory Services, and Abatement

- Upon request by DCAMM, the CM may be asked to perform exploratory demolition activities, abatement of hazardous materials, and any other testing that is advantageous to the Project.

C. CM Construction Services

1. Obtain and pay for all required construction related Permits and Approvals.
2. Furnish bonds and insurance as required by the Contract Documents.

3. Provide and maintain a construction Site office and provide all Site management and administration.
4. Manage and coordinate all Trade Contractors, Subcontractors and others engaged in the performance of the Work.
5. Implement a comprehensive diversity and inclusion program and meet (or exceed) the Minority Business Enterprise and Women Business Enterprise participation goals, the women and minority workforce benchmarks and the Veteran Business Participation benchmark for the Project.
6. Implement procedures following DCAMM's standards for reviewing and processing requests for information or clarifications and interpretations of the Contract Documents, Shop Drawings, Samples, and all other submittals, Contract schedule adjustments, Change Order proposals, proposals for substitutions, payment applications, as-built drawings, maintenance of logs using web-based project management system software and certified payroll and workforce reports using the internet-based DCMS system.
7. Continuously supervise and observe all Work in progress so as to ensure that the Work is proceeding in accordance with the construction Contract Documents.
8. Attend and, if requested by DCAMM, schedule and lead regular Project and construction progress meetings and conduct regular meetings at the Site with each Subcontractor. All meetings shall be held at a location and time convenient to the DCAMM Project Manager.
9. Develop and implement a Change Order control system using the internet based electronic project management system software.
10. Establish and implement a quality assurance/quality control program including monitoring the quality programs of all Subcontractors.
11. Develop and implement a Project wide safety program, including monitoring and enforcement of the program for Trade Contractors and Subcontractors.
12. Monitor closely the progress of construction of each Subcontractor, prepare a construction schedule report at least monthly and, if and as necessary, prepare and submit recovery schedules.
13. Continue to provide an independent Project-dedicated scheduler to develop, maintain and update the detailed CPM schedule.
14. Furnish monthly reports concerning the progress of the Work which address: (a) compliance with the construction schedule, (b) status of testing and inspection activities performed by the CM and Subcontractors, (c) status of Shop Drawings and submittals, (d) status of CM requests for DCAMM Approval of disbursement of

- Construction Change Order Funds (e) status of Change Orders, (f) status of MBE/WBE participation, (g) The CM shall provide monthly updated cash flow projections for each month of construction, and (h) other matters relating to the progress of Work as directed by DCAMM.
15. Determine when each Subcontractor's work is substantially complete and prepare a list of incomplete work and work which does not conform to the requirements of the Contract Documents.
 16. Maintain complete and accurate records, including: (a) correspondence; (b) meeting notes and minutes; (c) Shop Drawings and submittals; (d) construction documents including, but not limited to, Change Orders; (e) clarifications and interpretations of the construction documents issued by the Designer; (f) progress reports including observations of testing performed; (g) as-built drawings; and (h) all other Project related documents, including, but not limited to, those utilizing internet-based electronic project management system.
 17. In collaboration with the Designer, develop and implement procedures for orderly completion of Punch List items, checkout of utilities, operational systems and equipment and initial start-up and testing, and commissioning. Preparation of and delivery to DCAMM of warranties, as built drawings, maintenance manuals, and the like, and generally administer closeout of the Project. Ensure performance of all warranty obligations, resolution of all claims, and other post-construction requirements.
 18. Upon request by DCAMM, the CM may be asked to perform exploratory demolition activities to determine the locations or suitability of hidden construction components such as pipes and utilities. Costs for these activities will be included as cost in the GMP.

END OF SECTION

SECTION THREE

SUBMISSION REQUIREMENTS: TECHNICAL (NON-PRICE)

3.1 INSTRUCTIONS

- A. The following non-price submission requirements for the Project are considered a single submission (the “Technical Proposal”). This section identifies DCAMM’s minimum requirements for the Technical Proposal documents. The Technical Proposal 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 Technical Proposals in the same structure and format as the non-price submission requirements stated below. For each item in the Technical Proposal include the number identical to the numbers used in this section of the RFP. 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 cover for the Technical Proposal and Price Proposal.

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

Request for Proposals for Construction Management Services for:
Massachusetts State Project No. *(Offeror Insert Project Number)*, *(Offeror Insert Project Name)*

- C. Offerors shall submit all proposal materials, including, without limitation, all required documents and standard forms completed with the required information and in the required format as stated in the “Required Documents Instructions” for this Project provided on DCAMM’s E-Bid Room. Offerors must sign and scan all documents requiring signature and include them in the indicated component of the proposal.

Offerors are advised to review the “Required Documents Instructions” and “Required Documents Upload” information for the Project provided on DCAMM’s E-Bid Room in advance of the Proposal Deadline. The instructions include details on the required file structure for the proposal to facilitate proper upload of proposals and review by the Selection Committee. Failure to include all required materials or to provide materials in a format different than that specified may have a negative effect on the evaluation of the proposal or result in disqualification.

3.2 PROJECT EXPERIENCE ON COMPARABLE PROJECTS

The Offeror shall identify at least 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 at least 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 (3) 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 Paragraph 3.3(A) below) 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 (3) pages) describing in detail how the similarities of the identified construction manager at risk projects to the current Project will benefit the Offeror in the performance of this Project.

3.3 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)) ("Managerial and Technical Personnel"); 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 (3) 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 (2) most important job performance skills for the position of lead project manager, and the two (2) 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).

3.4 **REMOVE IF N/A** EARLY PRECONSTRUCTION SERVICES PLAN

The Offeror shall submit its plan for performing the CM Early Preconstruction Services described in this RFP and in the Contract. The plan shall illustrate the Offeror's understanding of the activities required for CM Early Preconstruction Services and demonstrate its ability to coordinate and perform those activities. It shall also explain how the Offeror intends to work efficiently and effectively with DCAMM, its Designer, and all consultants. The plan shall include a detailed description of how the Offeror will comply with each of the CM Early Preconstruction Services required by the Contract, including identifying 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 early preconstruction phase, and the start date and duration for each such person. Unless an Offeror's plan indicates otherwise, staffing commitments are assumed to be full time.

Note: update numbering below if 3.4 Early Preconstruction Services Plan is removed

3.5 PRECONSTRUCTION SERVICES PLAN

The Offeror shall submit its plan for performing the CM Preconstruction Services described in this RFP and the Contract. 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 DCAMM and its Designer. The plan should include a detailed description of how the Offeror shall comply with all of the CM 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 shall submit its proposed preliminary Project 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. The CM shall not use the proposed timetable as the basis for a change order for additional compensation. Offerors may not propose revisions to the timing or sequence of events and may not present an alternate schedule for consideration by DCAMM in their proposal. The Project schedule will be used as a meaningful management tool for **[remove if N/A: CM Early Preconstruction Services,]** CM Preconstruction Services and CM 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 (30) largest (or most critical) Subcontractors. Any CM activity for **[remove if n/a CM Early Preconstruction Services,]** CM Preconstruction Services, and CM Construction Services must be identified. The critical path must be indicated on the schedule.

3.8 PROJECT RISK MANAGEMENT PLAN

The Offeror shall submit its plan for identifying, assessing, and mitigating risks throughout the life cycle of this Project. The plan shall include a form of risk matrix to be used during the Project for qualitatively and quantitatively managing the impact and probability of risks throughout the Project. The plan shall further explain how the Offeror will maintain risk monitoring and control on the Project and how risk response plans will be developed and implemented. The Offeror should describe how it has successfully utilized a risk matrix on other projects, if applicable.

3.9 REQUIRED FORMS

The following forms must be submitted as part of the Technical Proposal submission. They shall be submitted in the Technical Proposal binder and must be filled out in black ink. Failure to provide complete and accurate information requested in this paragraph may result in rejection of the proposal for non-responsiveness.

The forms required below in A through G are provided in this RFP at Attachment A:

A. Technical (Non-Price) Proposal Response Form

A completed and signed "Technical (Non-Price) Proposal Response Form", in the form attached to this RFP.

B. Informational Sheet

A completed "Informational Sheet" in the form attached to this RFP.

C. Affidavit of Compliance (Secretary of State filings)

A completed and signed “Affidavit of Compliance” in the form attached to this RFP, concerning Offeror’s compliance with Secretary of State filing requirements.

D. Affidavit of Prevailing Wage Compliance (M.G.L. c. 149, §§ 26 and 27)

A completed and signed “Affidavit of Prevailing Wage Compliance” in the form attached to this RFP, concerning Offeror’s commitment to compliance with prevailing wage laws.

E. Certification of Tax Compliance

A completed and signed “Certification of Tax Compliance” in the form attached to this RFP, concerning Offeror’s compliance with state tax laws.

F. Affidavit of Compliance with Schedule “E” Update for Terminations and Legal Proceedings

A completed and signed “Affidavit of Compliance with Schedule “E” Terminations and Legal Proceedings”, in the form attached to this RFP, concerning updates to the Schedule “E” included in Offeror’s Statement of Qualifications. Offeror must attach to the affidavit a copy of Offeror’s Schedule “E” Terminations and Legal Proceedings that was submitted to DCAMM by Offeror together with Offeror’s Statement of Qualifications in connection with this Project.

G. DCAMM Update Statement

A completed and signed update statement in the form attached to this RFP (“Update Statement”). For DCAMM’s analysis of the aggregate work limit established for the Offeror by the DCAMM Certification Office in its Certificate of Eligibility for this RFP, the ECC and construction duration for the Project stated in Section Two of this RFP will be used. DCAMM will compare the ECC with the Offeror’s current annualized value of all incomplete work to determine eligibility within the aggregate work limit.

The forms required below in items H through J are not provided in this RFP but must be provided by Offeror:

H. Copy of the Offeror’s Certificate of Eligibility

A copy of the of the Offeror's current certificate of eligibility issued by the DCAMM Contractor Certification Office (“Certificate of Eligibility”).

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 DCAMM for a single project limit of the ECC stated in Section Two of this RFP or greater and must also be within the aggregate limits of its DCAMM 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:
www.mass.gov/DCAMM/certification

Or contact the Certification Office at:

DCAMM Contractor Certification Office
One Ashburton Place,
Boston, Massachusetts 02108
Telephone Number: 857-204-1305

- I. Surety Commitment Letter at 110% of ECC (must be current and reference this RFP. The letter submitted with the RFQ is not acceptable)
A surety commitment letter evidencing that the surety will provide payment and performance bonds at an amount equal or greater than 110% of the ECC of the Project stated in Section Two of this RFP. The letter must be on letterhead, must be dated and current and must specifically reference this Project. **The letter submitted with the RFQ is not acceptable.**
- J. Copy of the Offeror's Schedule "E" Terminations and Legal Proceedings that was submitted with Offeror's RFQ on this Project
To be attached to the Affidavit of Compliance with Schedule "E" described in item F above.

END OF SECTION

SECTION FOUR

SUBMISSION REQUIREMENTS: PRICE

4.1 PRICE SUBMISSION INSTRUCTIONS

The lowest Price Proposal shall not necessarily be awarded the contract.

The following price submission requirements for the Project are considered a single submission (the “Price Proposal”). This section identifies DCAMM’s minimum requirements for the Price Proposal.

Offerors shall submit all proposal material, including, without limitation, all required documents and standard forms completed with the required information and in the required format as stated in the “Required Documents Instructions” for this Project provided on DCAMM’s E-Bid Room. Offerors must sign and scan all documents requiring signature and include them in the indicated component of the proposal.

Offerors are advised to review the “Required Documents Instructions” and “Required Documents Upload” information for the Project provided on DCAMM’s E-Bid Room in advance of the Proposal Deadline. The instructions include details on the required file structure for the proposal to facilitate proper upload of proposals and review by the Selection Committee. Failure to include all required materials or to provide materials in a format different than that specified may have a negative effect on the evaluation of the proposal or result in disqualification.

The Price Proposal must be submitted as separate, stand-alone files, separate from the Technical Proposal submissions. The Price Proposal files must be clearly named and identified as the Price Proposal as further detailed in the “Required Documents Instructions” and “Required Documents Upload” information. Offeror shall download and complete the Excel version of the Price Proposal Form provided with the RFP, following the detailed instructions in Section 4.2 below. Once the Excel version of the Price Proposal Form is completed and signed, Offeror shall create a PDF document comprised of (1) cover page (as described in Section 3.1 above), (2) the signed Price Proposal Form, and (3) the signed Non-Collusion Affidavit, to be uploaded as the Price Proposal in accordance with the E-Bid Room instructions. The Excel version of the Price Proposal Form shall also be submitted in its original .xlsx format as a separate upload in accordance with the E-Bid Room instructions.

4.2 INSTRUCTIONS FOR COMPLETING PRICE PROPOSAL FORM: PROPOSED COSTS FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

A completed and signed “Price Proposal Form” in the form attached to this RFP (“Price Proposal Form”) shall be included in the Price Proposal. The Price Proposal Form shall be completed in accordance with this RFP, including, without limitation, the instructions contained in the Price Proposal Form and the instructions below. Offerors shall take into account the CM Cost Classification Guide provided in this RFP at Attachment C in completing the Price Proposal Form.

Offerors shall complete the Price Proposal using the excel file provided as part of the RFP materials by entering amounts **only** in the cells highlighted in yellow throughout the Price Proposal Form. Please note that there are **three separate tabs**, one each for Sections A, B, and C, all of which must be completed. **Offerors shall not modify any cell not highlighted in yellow**, as they contain either (a) instructions, (b) amounts provided by DCAMM for RFP purposes, or (c) are automatically calculated. Any modifications to the Price Proposal Form by Offeror other than entering amounts in yellow cells is prohibited and may result in disqualification or have a negative effect on the evaluation.

Offerors shall include the completed Price Proposal Form in the required PDF of the entire Price Proposal package **and** as separate Excel document (see instructions above in Section 4.1). All line items must have dollar amounts or percentages assigned, as indicated therein. Do not leave lines blank or use designations such as "N/A". This may result in rejection of the proposal.

- A. Section A is the first of three sections of the Price Proposal Form. It contains the cost summary for **[remove if n/a: CM Early Preconstruction Services,]** CM Preconstruction Services and CM Construction Services. Amounts and percentages (as applicable) shall be entered in accordance with the instructions contained in the Price Proposal Form.

Note that proposed allowance items are addressed separately in Section C of the Price Proposal Form and amounts for any proposed allowances should not be included in the totals proposed for Construction General Conditions Costs. The total percentage for Construction General Conditions Costs shall account for the performance and delivery by the CM of all Construction General Conditions, including personnel listed in Section C **and** any other direct costs incurred by the CM to be charged as Construction General Conditions Costs (including, but not limited to, the items identified in the Cost Classification Guide as "General Conditions" or items identified as the CM's responsibility in the Division 01 Specifications/General Requirements as provided in the RFP) must be included in this total unless they are listed as proposed allowances in Section C.

Dollar amounts for the **[remove if n/a: CM Early Preconstruction Fee,]** CM Preconstruction Fee, and CM Fee in Section A are included for informational purposes only. Payments of any such fees shall be calculated in accordance with the Contract.

An estimated Hard Cost of the Work is provided in the Price Proposal Form for the purposes of this RFP to allow Offerors to develop the Price Proposal. Detailed breakdown of the Construction General Conditions Costs and the Hard Cost of the Work will be established as part of a GMP in accordance with the Contract.

B.

Use for projects WITH Early Preconstruction:

Section B sets forth the proposed costs for Early Preconstruction General Conditions Costs and Preconstruction General Conditions Costs. This section includes a breakdown of the cost of services provided by the CM from the Notice to Proceed with CM Early Preconstruction Services through the completion (as determined by DCAMM) of all CM Early Preconstruction Services. This section also includes the breakdown of costs of the CM Preconstruction Services provided by the CM from the Notice to Proceed with CM Preconstruction Services issued accordance with the Contract through the completion (as determined by DCAMM) of all CM Preconstruction Services, including time spent by the identified personnel on prequalification of all Trade Contractors and other Subcontracts. Costs incurred after the prequalification lists of all Trade Contractors and Subcontractors for each scope of work is finalized shall be attributed to the Construction General Conditions Costs. Note that only personnel listed in Section B of this form (as may be modified during negotiations and included as Exhibit B in the Contract) may be compensated as part of Early Preconstruction and Preconstruction General Conditions costs; costs associated with performance of required services by any other CM personnel shall be included in the CM Early Preconstruction Fee and/or CM Preconstruction Fee, as applicable.

The hourly rates and total cost for each personnel listed at B.1 and B.4 must include their actual wages and a burden for insurance, taxes, and benefits for the proposed personnel identified as performing CM Early Preconstruction Services and CM Preconstruction Services, respectively, but shall **not** include any overhead or profit. These costs will be treated as a total not-to-exceed amount for time and rates, will be used for informational purposes only, and will be negotiated prior to execution of the Contract. Compensation under the Contract will be based on the negotiated rates for actual time expended by CM personnel.

Lines B.2 and B.5 are for listing direct costs for all other itemized expenses, if any, for CM Early Preconstruction Services and CM Preconstruction Services, respectively, not identified as part of the personnel costs or CM Early Preconstruction Fee or CM Preconstruction Fee.. A not-to-exceed amount may be included for all such expenses in Lines B.2 and/or B.5 for the respective phase of services. If an amount is included in Lines B.2 and/or B.5, an itemized list of all such costs **must** be attached to the Price Proposal Form. No overhead or profit shall be included in any not-to-exceed amount in these items. Compensation under the Contract will be based on actual costs submitted by the CM with proper verification and approved by DCAMM.

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 Costs shall not include the reproduction cost of the Drawings and Specifications for the request for bids for Trade Contractors. DCAMM will make plans available through its Bid Room for the Trade Contractors only.

Line B.3 is for the total proposed Early Preconstruction General Conditions Costs. The addition of B.1 and B.2 will be shown on line B.3, and transferred to the “Proposed Costs Summary” for Early Preconstruction General Conditions Costs at Line A.1.

Line B.6 is for the total proposed Preconstruction General Conditions Costs. The addition of B.4 and B.5 will be shown on line B.6, and transferred to the “Proposed Costs Summary” for Preconstruction General Conditions Costs at Line A.4.

Use for projects WITHOUT Early Preconstruction:

Section B sets forth proposed costs for Preconstruction General Conditions Costs. This section includes the breakdown of costs of the CM Preconstruction Services provided by the CM from the Notice to Proceed with CM Preconstruction Services issued accordance with the Contract through the completion (as determined by DCAMM) of all CM Preconstruction Services, including time spent by the identified personnel on prequalification of all Trade Contractors and other Subcontracts. Costs incurred after the prequalification lists of all Trade Contractors and Subcontractors for each scope of work is finalized shall be attributed to the Construction General Conditions Costs. Note that only personnel listed in Section B of this form (as may be modified during negotiations and included as Exhibit B in the Contract) may be compensated as part of Preconstruction General Conditions costs; costs associated with performance of required services by any other CM personnel shall be included in the CM Preconstruction Fee.

The hourly rates and total cost for each personnel listed at B.1 must include their actual wages and burden for insurance, taxes, and benefits for the proposed personnel identified as performing CM Preconstruction Services, but shall **not** include any overhead or profit. These costs will be treated as a total not-to-exceed amount for time and rates, will be used for informational purposes only, and will be negotiated prior to execution of the Contract. Compensation under the Contract will be based on the negotiated rates for actual time expended by CM personnel.

Line B.2 is for listing direct costs for all other itemized expenses, if any, for CM Preconstruction Services. A not-to-exceed amount may be included for all expenses related to any CM Preconstruction Services not identified as part of the personnel costs or CM Preconstruction Fee. If an amount is included in Line B.2, an itemized list of all such costs **must** be attached to the Price Proposal Form. No overhead or profit shall be included in any not-to-exceed amount in these items. Compensation under the Contract will be based on actual costs submitted by the CM with proper verification and approved by DCAMM.

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 Costs shall not include the reproduction cost of

the Plans and Specifications for the request for bids for Trade Contractors. DCAMM will make plans available through its Bid Room for the Trade Contractors only.

Line B.3 is for the total proposed Preconstruction General Conditions Costs. The addition of B.1 and B.2 will be shown on line B.3 and transferred to the “Proposed Costs Summary” for Preconstruction General Conditions Costs at Line A.1.

- C. Section C sets forth additional details for costs related to CM Construction Services, which will be used to establish the GMP. Note that a complete line-item breakdown of all Construction General Conditions Costs is not required in this Price Proposal Form and will be established as part of GMP negotiations.

Item C.1 sets forth hourly rates for CM Construction Services personnel that the CM may include in requests for payments as part of Construction General Conditions Costs. The hourly rates for each personnel listed at C.1 must include their actual wages and burden for insurance, taxes, and benefits for the proposed personnel identified as performing CM Construction Services, but shall **not** include any overhead or profit. These rates will be used for informational purposes only, and will be negotiated prior to execution of the Contract. Compensation under the Contract will be based on the negotiated rates for actual time expended by such CM personnel.

Offeror shall list in C.2 items proposed to be treated as allowances under the Contract; these items shall be subject to negotiation prior to execution of the Contract. Offeror shall exclude from its proposed Construction General Conditions Costs in Section A any anticipated costs associated with proposed allowance items listed in C.2. The amount of any allowance item included in the Contract shall be agreed upon as part of GMP negotiations in accordance with the Contract. Compensation for allowances under the Contract will be based on actual expenses submitted by the CM with proper verification and approved by DCAMM.

4.3 NON-COLLUSION AFFIDAVIT

A completed and signed “Non-Collusion Affidavit” in the form attached to this RFP must be included in the Price Proposal.

END OF SECTION

SECTION FIVE

EVALUATION CRITERIA

5.1 EVALUATION CRITERIA *(See also Evaluation Process in Section 1, par. 1.16)*

The Technical 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.

For each category below as applicable, DCAMM will rate highly Offerors who excel 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; provided effective project safety programs; performed excellent coordination and management of subcontractors; cooperated and coordinated with the owner; and minimized claims and disputes.

DCAMM will, as part of this selection process, review the references and other information contained in the DCAMM certification files and the proposal of any or all of the Offerors.

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

DCAMM 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.

5.3 QUALIFICATIONS OF PERSONNEL

A. Staffing Plan

DCAMM will rate highly Offerors whose staffing plans set forth an effective organization for management of the Project, clearly delineate the relationship of all staff members to the team, and clearly identify all Managerial and Technical 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 their roles delineated.

B. Resumes

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

C. Job Skill Narrative

DCAMM will rate highly Offerors who assign to this Project their lead project manager and chief field Superintendent who demonstrate superior job performance skills.

5.4 **REMOVE IF N/A EARLY PRECONSTRUCTION SERVICES PLAN**

DCAMM will rate highly those Offerors whose CM Early Preconstruction Services plan clearly and in detail describes how the Offeror will accomplish the CM Early Preconstruction Services activities as set forth in the Contract Documents, and that reflect a practical understanding of the requirements of the Project.

Note: update numbering below if 5.4 Early Preconstruction Services Plan is deleted

5.5 PRECONSTRUCTION SERVICES PLAN

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

5.6 CONSTRUCTION SERVICES PLAN

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

5.7 PRELIMINARY PROJECT SCHEDULE

DCAMM will rate highly Offerors whose schedule describes how the Offeror will accomplish the **remove if n/a early preconstruction,** 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 DCAMM 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 CM's role in organizing it. Offerors may not deviate from the preliminary Project schedule set forth in Section 2.1.

5.8 PROJECT RISK MANAGEMENT PLAN

DCAMM will rate highly Offerors whose project risk management plan reflects a practical understanding of the requirements of the Project, demonstrates an ability to anticipate risks to accomplishing the Project as intended (including maintaining budget and schedule), and includes appropriate risk mitigation strategies. Consideration will be given to the form of risk matrix provided by Offeror, including, but not limited to, comprehensiveness, clarity and ease of use, and Offeror's experience in successfully implementing the proposed form on similar projects.

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

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

5.10 DCAMM UPDATE STATEMENT AND COMPETING COMMITMENTS

If DCAMM 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, DCAMM 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 DCAMM to avoid or eliminate such conflict or possible conflict of interest.

5.11 REQUIRED FORMS

DCAMM will rate any proposal as incomplete that fails to include any information required by this RFP, including, without limitation all information required by Section 3.9 of this RFP.

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 DCAMM 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 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. DCAMM assumes no obligation for any expenses incurred or work performed before all contract documents are fully executed and a Notice to Proceed is issued in accordance with the Contract.

Prior to signing the Contract, the Offeror shall furnish to DCAMM 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 DCAMM. If the work is not to begin immediately and Offeror has submitted a proposal for early preconstruction (if applicable) or preconstruction work only then each such bond must be at least in the amount of the Offeror's proposal, as adjusted by negotiation with DCAMM (if applicable), for such services; 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. 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 DCAMM.

If the selected firm fails to execute the Contract or to furnish the necessary bonds, insurance and other documents necessary for signing the Contract within the time period specified in this RFP then, unless DCAMM in its sole discretion elects to extend the time or cancel this procurement, DCAMM may commence negotiations with the remaining highest ranked firm, provided they continue to meet the DCAMM 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, DCAMM may proceed under M.G.L. c. 149.

6.1.1 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 DCAMM and the CM will be responsible for all damages, consequential or otherwise, as a result of such breach. If the Contract is terminated, DCAMM may commence negotiations with the remaining highest ranked firm, provided they continue to meet the DCAMM 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, DCAMM may proceed under M.G.L. c. 149.

6.2 AWARD WITHOUT NEGOTIATIONS

DCAMM 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 M.G.L. c. 7C, § 48, nor any person or firm suspended or debarred pursuant to M.G.L. c. 29, § 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 CM, 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

ATTACHMENT A
to Request for Proposals for Construction Management at Risk Services

TECHNICAL (NON-PRICE) PROPOSAL SUBMISSION FORMS

- A1. Technical (Non Price) Proposal Response Form**
- A2. Informational Sheet**
- A3. Affidavit of Compliance (Secretary of State Filings)**
- A4. Affidavit of Prevailing Wage Compliance (M.G.L. c. 149, §§ 26 and 27)**
- A5. Certification of Tax Compliance**
- A6. Affidavit of Compliance with Update of Schedule "E" Terminations and Legal Proceedings**
- A7. DCAMM Update Statement**

Note: Offerors are required to provide additional forms in the Technical Proposal, which are not included in this Attachment. See Section 3 of the RFP for additional information.

Remainder of page intentionally blank.

TECHNICAL (NON-PRICE) PROPOSAL RESPONSE FORM

To the Division of Capital Asset Management and Maintenance:

The undersigned proposes to furnish all construction management at risk services required by Massachusetts State Project No. [REDACTED] for the [REDACTED]. In accordance with the Request for Proposals, all documents contained in the Request for Proposals or referred to therein, addenda or clarifications issued in regard to that RFP, namely the addenda numbered [REDACTED] and the proposal of the undersigned submitted herewith, for the price stated in a separate form, referencing the same project and submitted in a separate envelope.

The undersigned declares that he or she (or, if he or she is the authorized representative of a company, he or she and the company, herein collectively referred to as "undersigned" and "company") has carefully examined all the documents noted above and also the site where the proposed work is to be performed. The undersigned certifies that this offer fully complies with all of the requirements of the Request for Proposals. The undersigned hereby acknowledges that if selected it will be obligated to meet the Minority Business Enterprise and Women Business Enterprise goals for the project and certifies that it will meet or exceed these goals.

The undersigned further certifies that if selected, it will within fifteen (15) or whatever number of days appears in the written notice required by Section 6, Paragraph 6.1 of the RFP, Saturdays, Sundays, and legal holidays excluded, after presentation thereof, execute a contract in accordance with the terms stated in the RFP, addenda thereto, documents referred to therein, and the proposal of the undersigned, and will furnish a performance bond and a labor and materials or payment bond, from a surety licensed to do business in Massachusetts and whose name appears on the United States Treasury Department Circular 570, each in at least the amount of the early preconstruction (if applicable) or preconstruction work on the Project (as may be adjusted by negotiation with DCAMM, if applicable), the premiums of which are to be paid by the undersigned and are included in the proposed price. The undersigned understands 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 or, if the GMP has been established, in the amount of the GMP. The undersigned hereby certifies that it is able to furnish for any work at the site of installation labor that can work in harmony with all other elements of labor employed or to be employed on the work at the site of installation, and that it will comply fully with all laws and regulations applicable to the award of the contract for this work.

The undersigned also hereby certifies that it is the only person interested in this proposal; that it is made without any connection with any other person making any proposal for the same work: that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned company has not influenced or attempted to influence any other person or corporation to file a proposal or to refrain from doing so or to influence the terms of the proposal of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work.

I certify, under the pains and penalties of perjury, that all of the above statements are true.

Firm Name: _____

By: _____
(Signature of Authorized Representative)

Title: _____ Date: _____

Mass. State Project No. [REDACTED]
Project Name [REDACTED]

RFP Attachment A – Technical Forms Rev. 10-20

Page 2 of 9
Date of RFP [REDACTED]

INFORMATIONAL SHEET

If a Corporation:

Incorporated in what State: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation, are you registered to do business in Massachusetts?

Yes _____ No _____

To be considered for Selection for this work, you are required under M.G.L. c. 30, § 39L to obtain from the Secretary of State, Foreign Corporations Section, a certificate stating that your corporation is registered, and to furnish such certificate to DCAMM prior to award of the contract.

If a partnership, name all partners on attached sheet.

If an individual:

Name: _____

Residence: _____

If an individual doing business under a firm name:

Name of Firm: _____

Business Address: _____

Name of Individual: _____

AFFIDAVIT OF COMPLIANCE (Secretary of State Filings)

_____Massachusetts Business Corp. _____Foreign Corp. _____Non-Profit Corp.

I, _____, President _____ Clerk _____ of _____

_____, principal office is located at _____

I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. c. 156B, § 109 (business corporation), by c. 181, § 4 (foreign corporation) or by c. 180, § 26A (non-profit corporation).

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____, 20__.

Signature of Duly Authorized Corporate Officer

AFFIDAVIT OF PREVAILING WAGE COMPLIANCE (M.G.L c. 149, §§ 26 and 27)

I, _____, _____, of the
Name Title

_____, with a principal office is located at _____
Offeror's Company Name

do hereby certify that the above named corporation will comply with the prevailing wage laws as set forth in M.G.L. c. 149, §§ 26 and 27.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____,
20____.

Signature of Duly Authorized Corporate Officer

CERTIFICATION OF TAX COMPLIANCE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

Pursuant to M.G.L. c. 62C, § 49A.

I, _____,
President, _____, Clerk, _____, Partner, of _____,
_____, hereby certify under penalties of perjury
that _____ has, to my best knowledge and belief, filed all state
tax returns and paid all state taxes required under law.

Federal Identification Number
or Social Security Number

Company Name

Signature

Name of Duly Authorized (type/print)

Title/Company Position

**AFFIDAVIT OF COMPLIANCE WITH UPDATE OF SCHEDULE "E"
TERMINATIONS AND LEGAL PROCEEDINGS**

I, _____, _____, of the
Name Title

_____, with a principal office is located at _____
Offeror's Company Name

_____, do hereby certify that attached hereto is
a copy of Offeror's Schedule "E" Terminations and Legal Proceedings, **that was submitted to DCAM
by Offeror with Offeror's Qualification Statement** in connection with this Project. I further certify that
(check one of the following):

1. _____ There are no updates to the attached Schedule "E".
or
2. _____ There are updates to the attached Schedule "E" for items that occurred on or after the date
that Offeror submitted its Qualification Statement. The update(s) are as follows:

Part A. Terminations, Incomplete Projects, Liquidated Damages Paid

Provide all updated or changed information with respect to information provided on Schedule "E"
and attach additional sheets if necessary.

Part B. Convictions and Fines

Provide all updated or changed information with respect to information provided on Schedule "E"
and attach additional sheets if necessary.

Part C. Legal Proceedings

Provide all updated or changed information with respect to information provided on Schedule "E"
and attach additional sheets if necessary.

Section 1. Litigation

Section 2. Administrative Proceedings

Section 2. Arbitrations

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____
_____, 20__.

Signature of Duly Authorized Corporate Officer

ATTACH SCHEDULE “E” TO THIS AFFIDAVIT

ADDITIONAL FORMS

PLEASE SUPPLY THE FOLLOWING WITH THE NON-PRICE SUBMISSION

- K. Copy of the Offeror's Certificate of Eligibility
- L. Surety Commitment Letter at 110% of Estimated Construction Cost
- M. Completed Prime/General Contractor Update Statement (Blank form is attached)
- N. Copy of the Offeror’s Schedule “E:” Terminations and Legal Proceedings that was submitted with Offeror’s RFQ on this Project

DCAMM UPDATE STATEMENT

The form of DCAMM Update Statement appears on the following 11 pages.

For DCAMM Use Only

**PRIME UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)**

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime Contractor Update Statement on behalf of the bidder named below, that I have read this Prime Contractor Update Statement, and that all of the information provided by the bidder in this Prime Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime Contractor

Project Number
(or name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE⇒

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- **This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.**
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Division of Capital Asset Management and Maintenance Web Site: www.mass.gov/DCAMM.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management and Maintenance at the time of certification.
- The bidder's performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- **AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF**

CAPITAL ASSET MANAGEMENT AND
MAINTENANCE. Telephone (617) 727-9320 for an
appointment.

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

- (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.
- (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3 Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be

performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly

corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAMM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAMM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING *CONSTRUCTION* PROJECTS YOUR COMPANY HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ _____

- Column 8
- If less than one year is left in the project schedule, write 1.
 - If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH CURRENTLY HELD PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. _____

For **Parts 3 and 4**, if you answer YES to any question, please provide on a separate page a complete explanation. You must report all requested information not previously reported on your most recent DCAMM Application for Prime Certificate of Eligibility. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

PART 3 – GENERAL PERFORMANCE

Part 3 of the Update Statement corresponds to Section 5 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 5 - General Performance

	YES	NO
5.A. Has your Company been terminated prior to completion of a Contract?	<input type="checkbox"/>	<input type="checkbox"/>
5.B. Has your Company failed or refused to perform or complete any of its Scope of Work under any Contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
5.C. Has your Company and/or any principal, officer, or individual with a Financial Interest in your Company filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
5.D. Has a surety for your Company taken over or been asked to complete your Scope of Work under any Contract?	<input type="checkbox"/>	<input type="checkbox"/>
5.E. Has a payment or performance bond been invoked against your Company on any Contract?	<input type="checkbox"/>	<input type="checkbox"/>
5.F. Has any surety for your Company made payment under a payment bond to a vendor or supplier or other party on any Contract?	<input type="checkbox"/>	<input type="checkbox"/>
5.G. Has any subcontractor filed a demand for direct payment on any of your Contracts?	<input type="checkbox"/>	<input type="checkbox"/>
5.H. Has a lawsuit been filed by any of your subcontractors or suppliers to enforce a mechanic's lien in connection with any of your Contracts?	<input type="checkbox"/>	<input type="checkbox"/>
5.I. Has there been a death of any Company employee or other person in connection with (or as the result of) performing your Company's Scope of Work on any of your Contracts?	<input type="checkbox"/>	<input type="checkbox"/>
5.J. Has any Company employee or other person suffered an injury while performing any tasks within the Scope of Work on any of your Contracts resulting in his/her inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 – LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

Part 4 of the Update Statement corresponds to section 6 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 6 -Legal or Administrative Proceedings; Compliance with Laws

The term “administrative proceeding” as used in this Prime Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

	YES	NO
6.A. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts?	<input type="checkbox"/>	<input type="checkbox"/>
6.B. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal construction procurement laws?	<input type="checkbox"/>	<input type="checkbox"/>
6.C. Have any criminal charges involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts (e.g., fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records or receipt of stolen property)?	<input type="checkbox"/>	<input type="checkbox"/>
6.D. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state ethics laws (in Massachusetts: M.G.L. Chapter 268A)?	<input type="checkbox"/>	<input type="checkbox"/>

Section 6 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
6.E. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input type="checkbox"/>
6.F. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in hiring and/or employment?	<input type="checkbox"/>	<input type="checkbox"/>
6.G. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled for violation of any state or federal law regulating labor relations, including collective bargaining agreements, employee welfare benefit plans, employee pension benefit plans, other ERISA and non-ERISA plans?	<input type="checkbox"/>	<input type="checkbox"/>
6.H. Have any proceedings by a local, state, or federal agency been brought, concluded, or settled relating to decertification, debarment or suspension of your Company and/or any principal or officer or individual with a Financial Interest in your Company from construction contracting?	<input type="checkbox"/>	<input type="checkbox"/>
6.I. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state or federal environmental laws?	<input type="checkbox"/>	<input type="checkbox"/>
6.J. Has your Company been fined or sanctioned by OSHA and/or any other state or federal agency for violations of any laws or regulations related to occupational health or safety?	<input type="checkbox"/>	<input type="checkbox"/>
6.K. Has your Company ever (i) failed to meet applicable workforce and/or diversity program goals, benchmarks or other requirements, and/or (ii) been sanctioned, fined and/or penalized for non-compliance with workforce policies and/or diversity programs (e.g., for MBEs, WBEs, SDVOBEs and DBEs) and/or failure to maintain and/or submit required reports, such as certified payrolls.	<input type="checkbox"/>	<input type="checkbox"/>
6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your company's business organization (**including changes in ownership, mergers, or asset/stock sales**), financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☐ No

If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAMM Application for your most recently issued (not extended or amended) DCAMM Certificate of Eligibility. The Attachment must include a complete copy of the entire Projects Table – "Completed Projects" and the final page – "Certification" (Signature Page) containing the signature and date that the Completed Projects list was submitted to the Division of Capital Asset Management and Maintenance.

ATTACHMENT B
to Request for Proposals for Construction Management at Risk Services

PRICE PROPOSAL SUBMISSION FORMS

- B1. Price Proposal Form**
- B2. Non-Collusion Affidavit**

Remainder of page intentionally blank.

PRICE PROPOSAL FORM

See “CM Price Proposal Form” excel file provided with RFP materials. See Section 4.2 of the RFP for detailed instructions.

For DCAMM Use Only

PRICE PROPOSAL FORM

Proposed Cost Detail for Construction Management at Risk Services

Offeror shall complete the cells highlighted in yellow throughout this Price Proposal Form. **Cells highlighted in gray shall not be modified**, as they contain either (a) amounts provided by DCAMM for RFP purposes or (b) are automatically calculated. Any modifications to this form by Offeror other than entering amounts in yellow cells is prohibited and may result in disqualification or loss of points in evaluation.

Name of Offeror: _____

Signature: _____

Name and title of signatory: _____

Provided by DCAMM for RFP purposes only:

Estimated Hard Cost of the Work:

\$0.00

A. Proposed Costs Summary

CM EARLY PRECONSTRUCTION SERVICES		Proposed Costs
A.1)	Early Preconstruction General Conditions Costs <i>Proposed costs for Early Preconstruction General Conditions in dollars, based on and consistent with the breakdown included in Section B. The total from Section B, Item B.3 is automatically transferred here.</i>	\$0.00
A.2)	CM Early Preconstruction Fee <i>Proposed CM Early Preconstruction Fee as a percentage. CM Early Preconstruction Fee shall include all profit and overhead on the Project as classified within the Cost Classification Guide included in the RFP. A projected dollar amount for the CM Early Preconstruction Fee when applied to the Early Preconstruction General Conditions Costs (Item A.1 above) is automatically calculated.</i>	0.00%
		\$0.00
A.3)	Total proposed costs for CM Early Preconstruction Services <i>A.1 + A.2 (automatically calculated)</i>	\$0.00

CM PRECONSTRUCTION SERVICES		Proposed Costs
A.4)	Preconstruction General Conditions Costs <i>Proposed costs for Preconstruction General Conditions in dollars, based on and consistent with the breakdown included in Section B. This Item A.4 is automatically entered as the total from Section B, Item B.6.</i>	\$0.00
A.5)	CM Preconstruction Fee <i>Proposed CM Preconstruction Fee as a percentage. CM Preconstruction Fee shall include all profit and overhead on the Project as classified within the Cost Classification Guide included in the RFP. A projected dollar amount for the CM Preconstruction Fee when applied to the Preconstruction General Conditions Costs (Item A.4 above) is automatically calculated.</i>	0%
		\$0.00
A.6)	Total proposed costs for CM Early Preconstruction Services <i>A.4 + A.5 (automatically calculated)</i>	\$0.00

NOTE: enter all amounts with 2 decimal places

CM CONSTRUCTION SERVICES		Proposed Costs								
A.7)	Total of CM's direct costs for bonds and insurance (including builders risk) State separately the direct cost in dollars for all bonds and for all insurance (including builders risk) anticipated for this Project, based on the ECC provided in Section 2 of the RFP. As part of the GMP Amendment, the amount that shall be paid for costs of bonds and insurance shall be adjusted to reflect the GMP amount. The amount listed for insurance should include the amount for builder's risk. The total for this Item A.7 is calculated automatically as the sum of the bonds and insurance amount.	<table border="1"> <tr> <td>Bonds</td> <td>\$0.00</td> </tr> <tr> <td>Insurance</td> <td>\$0.00</td> </tr> <tr> <td>Builders Risk</td> <td>\$0.00</td> </tr> <tr> <td>Total:</td> <td>\$0.00</td> </tr> </table>	Bonds	\$0.00	Insurance	\$0.00	Builders Risk	\$0.00	Total:	\$0.00
Bonds	\$0.00									
Insurance	\$0.00									
Builders Risk	\$0.00									
Total:	\$0.00									
A.8)	Hard Cost of the Work less total bonds and insurance Hard Cost of the Work (as defined in the Contract) less the total amount of bonds and insurance (including builders risk) (item A.7 above). This amount is automatically calculated using the current estimated total Hard Cost of the Work provided on Page 1 of the Price Proposal Form and the Item A.7. total.	\$0.00								
A.9)	Construction General Conditions Costs Proposed Construction General Conditions Costs (as defined in the Contract) as a percentage of the Hard Cost of the Work less bonds and insurance (Item A.8 above). Note that anticipated allowance items are set forth separately in Section C of the Price Proposal Form below and amounts for proposed allowance items should not be included in this total. Offerors shall take into account the Cost Classification Guide included with the RFP materials to establish the proposed Construction General Conditions Costs percentage. Costs for all Construction General Conditions, including personnel listed in C.1 and any other direct costs incurred by CM to be charged as Construction General Conditions Costs (including, but not limited to, items identified in the Cost Classification Guide as "General Conditions" or items identified as the CM's responsibility in the Division 01 Specifications/General Requirements as provided in the RFP), must be included in this total unless they are listed as proposed allowances in C.2. A projected dollar amount for the Construction General Conditions Costs when applied to the Hard Cost of the Work less total bonds and insurance (Item A.8 above) is automatically calculated.	<table border="1"> <tr> <td>0.00%</td> </tr> <tr> <td>\$0.00</td> </tr> </table>	0.00%	\$0.00						
0.00%										
\$0.00										
A.10)	CM Fee Proposed CM Fee (as defined in the Contract) as a percentage. CM Fee shall include all profit and overhead on the Project as classified within the Cost Classification Guide included with the RFP materials. A projected dollar amount for the CM Fee when applied to the sum of the Hard Cost of the Work less total bonds and insurance (Item A.8 above) and the proposed Construction General Conditions Costs (Item A.9 above) is automatically calculated.	<table border="1"> <tr> <td>0.00%</td> </tr> <tr> <td>\$0.00</td> </tr> </table>	0.00%	\$0.00						
0.00%										
\$0.00										
A.11)	Total proposed costs for CM Construction Services A.7+A.8+A.9+A.10 (automatically calculated)	\$0.00								

GMP CONSTRUCTION CONTINGENCY		Proposed Percentage
A.12) GMP Construction Contingency		
<i>Proposed Construction Contingency (as defined in the Contract) to be included in the GMP as a percentage of the sum of Hard Cost of the Work less total bonds and insurance (Item A.8 above) and proposed Construction General Conditions Costs (Item A.9 above). This percentage shall be no less than 1% of such costs and no more than 2.5% of such costs.</i>		0.00%

NOTE: enter all amounts with 2 decimal places

PRICE PROPOSAL FORM

Proposed Cost Detail for Construction Management at Risk Services

Offeror shall complete the cells highlighted in yellow throughout this Price Proposal Form. **Cells highlighted in gray shall not be modified**, as they contain either (a) amounts provided by DCAMM for RFP purposes or (b) are automatically calculated. Any modifications to this form by Offeror other than entering amounts in yellow cells is prohibited and may result in disqualification or loss of points in evaluation.

B. Proposed Costs Breakdown

EARLY PRECONSTRUCTION GENERAL CONDITIONS COSTS BREAKDOWN

B1. CM Early Preconstruction Personnel

State the total proposed costs for CM personnel during the performance of CM Early Preconstruction Services, as detailed in the table below. The hourly rates and total cost for each personnel listed below must include their actual wages and burden for insurance, taxes, and benefits but shall not include any overhead or profit. These costs will be treated as a total not-to-exceed amount for time and rates, will be used for informational purposes only, and will be negotiated prior to the issuance of a Notice to Proceed with CM Early Preconstruction Services.

Note that information below must be consistent with personnel and staffing information contained in Offeror's Technical (Non-Price) Proposal. Insert additional rows if necessary.

List Name and title

List company name for subcontractors to CM

Duration

(number of weeks)

Total Cost

	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
BIM Manager	0	\$0.00	0	\$0.00
B1 TOTAL				\$0.00

B2. Additional Categories of CM Early Preconstruction General Conditions Costs

Line B.2 is for listing direct costs for all other itemized CM Early Preconstruction Services expenses, if applicable. A not-to-exceed amount may be included for all expenses related to CM Early Preconstruction Services not identified as part of the personnel costs or CM Early Preconstruction Fee, and an itemized list of all such costs must be attached to this Price Proposal Form. No overhead or profit shall be included. Compensation will be based on actual costs submitted by the CM with proper verification and approved by DCAMM

\$0.00

B3. Total proposed Early Preconstruction General Conditions Costs

\$0.00

B1 + B2 (automatically calculated). Amount entered here as Item B.3 automatically transfers to Item A.1.

NOTE: enter all amounts with 2 decimal places

PRECONSTRUCTION GENERAL CONDITIONS COSTS BREAKDOWN**B4. CM Preconstruction Personnel**

State the total proposed costs for CM personnel during the performance of CM Preconstruction Services, as detailed in the table below. The hourly rates and total cost for each personnel listed below must include their actual wages and burden for insurance, taxes, and benefits but shall not include any overhead or profit. These costs will be treated as a total not-to-exceed amount for time and rates, will be used for informational purposes only, and will be negotiated prior to the issuance of a Notice to Proceed with CM Preconstruction Services.

Note that information below must be consistent with personnel and staffing information contained in Offeror's Technical (Non-Price) Proposal. Insert additional rows if necessary.

List Name and title

List company name for subcontractors to CM

Hours per Week**Hourly Rate****Duration**
(number of weeks)**Total Cost**

	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
BIM Manager	0	\$0.00	0	\$0.00

B4 TOTAL

\$0.00

B5. Additional Categories of CM Preconstruction General Conditions Costs

\$0.00

Line B.5 is for listing direct costs for all other itemized CM Preconstruction Services expenses, if applicable. A not-to-exceed amount may be included for all expenses related to CM Preconstruction Services not identified as part of the personnel costs or CM Preconstruction Fee, and an itemized list of all such costs must be attached to this Price Proposal Form. No overhead or profit shall be included. Compensation will be based on actual costs submitted by the CM with proper verification and approved by DCAMM.

B6. Total proposed Preconstruction General Conditions Costs

\$0.00

B4 + B5 (calculated automatically). Amount entered here as Item B.6 automatically transfers to Item A.4.

NOTE: enter all amounts with 2 decimal places

PRICE PROPOSAL FORM

Proposed Cost Detail for Construction Management at Risk Services

Offeror shall complete the cells highlighted in yellow throughout this Price Proposal Form. **Cells highlighted in gray shall not be modified**, as they contain either (a) amounts provided by DCAMM for RFP purposes or (b) are automatically calculated. Any modifications to this form by Offeror other than entering amounts in yellow cells is prohibited and may result in disqualification or loss of points in evaluation.

C. PROPOSED CONSTRUCTION SERVICES DETAILS

C1. CM Construction Personnel Rates

State the proposed hourly rate for CM personnel during the performance of CM Construction Services. The hourly rates and total cost for each personnel listed below must include their actual wages and burden for insurance, taxes, and benefits but shall not include any overhead or profit. These rates will be used for informational purposes only and will be negotiated prior to the issuance of a Notice to Proceed with CM Construction Services. Note that information below must be consistent with personnel and staffing information contained in Offeror's Technical (Non-Price) Proposal. 'Insert additional rows if necessary.

List Name and Title (list company name for subcontractors to CM)	Hours per Week	Hourly Rate	Duration (number of weeks)	Total Cost
Dedicated full-time QA/QC manager:				
BIM Manager:				
C1 TOTAL: \$				-

C2. Proposed Allowances

Only Construction General Conditions scope that the CM determines will be infeasible to quantify at the time of RFP and/or GMP Amendment should be listed as proposed allowances; all other CM Construction General Conditions scope responsibilities to be included in total Construction General Conditions Costs (Item A.9 above). Items and amounts listed below shall be used for informational purposes and may be negotiated prior to execution of the Contract. Amounts for any such allowance items accepted by DCAMM shall be

Allowance Item	Amount
1	
2	
3	
4	
C.2 TOTAL: \$ -	

END OF PRICE PROPOSAL FORM

NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

The undersigned hereby declares under the penalties of perjury that they have carefully examined the Request for Proposals, including, without limitation, Notice to Contractors, form of Contract and general conditions, specifications and plans referred to, and also the site upon which the proposed work is to be performed.

The undersigned also hereby certifies under the penalties of perjury that the offeror is the only entity interested in this proposal; that it is made without any connection with any other person making any bid for the same work, that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on Offeror's own investigation and research and not in reliance upon any representation of any employee officer or agent of the Commonwealth.

No oral, written or telegraphic amendments to this bid will be accepted. An offeror wishing to amend this proposal after transmittal to DCAMM may do so only by written notice received by DCAMM in the office designated in the request for proposal prior to the time and date set for the opening of proposals.

Name of Offeror: _____
Company or Joint Venture Name

Authorized Representative Signature

Print Name and Title

ATTACHMENT C
to Request for Proposals for Construction Management at Risk Services

COST CLASSIFICATION GUIDE

Notes:

1. The items listed below in this Cost Classification Guide are not an exhaustive list. Items specified in Division 1 of the Specifications (a/k/a General Requirements) and/or the General Conditions of the Contract as the responsibility of the CM or that are not clearly defined as being the responsibility of a Subcontractor shall be deemed construction “General Conditions Costs” whether or not such items are explicitly included in this “Cost Classification Guide.”
2. For any items marked as both “General Conditions” and “Hard Cost of the Work”, services provided by CM will be compensated as Construction General Condition Costs and those provided by Subcontractor(s) in accordance with the Specifications must be included in the value of the applicable Subcontract(s) and will be compensated as Hard Cost of the Work.
3. Only personnel listed on CM’s personnel breakdown incorporated into Ex. B of the Contract may be compensated as part of General Conditions Costs. CM may include time spent by CM personnel set forth in Ex. B of the Contract on tasks required as part of CM services (including, but not limited to, the items listed below) in the actual time expended and billed as General Conditions Costs for the applicable phase under the Contract:
 - (a) Subcontractor solicitations and negotiations;
 - (b) Project phasing;
 - (c) Supervision of the Work;
 - (d) Use of Premises;
 - (e) Coordination;
 - (f) Field engineering;
 - (g) CPM construction schedule, two-week look-ahead, and monthly update;
 - (h) Waste management plan and implementation (including demolition and construction waste);
 - (i) Design review, including sustainable design requirements;
 - (j) Commissioning;
 - (k) Compliance;
 - (l) Accounting.

Otherwise, all costs associated with performance of required services by any other CM personnel (i.e. personnel not listed in Ex. B of the Contract) shall be included in the CM Fee for the applicable phase (early preconstruction, preconstruction, construction) when the services are performed.

	Description	CM Fee	General Conditions	Hard Cost of the Work
1.	Profit	X		
2.	Officer's Salaries and Benefits	X		
3.	Home Office Rent and Utilities	X		
4.	Home Office Automobiles and Travel	X		
5.	Preparation of Cost Estimates		X	
6.	Technology Parts (hardware, software, license/subscriptions) and IT Time	X		
7.	Insurance, Taxes, and Benefits on CM Labor		X	
8.	Project Executive Allocation		X	

	Description	CM Fee	General Conditions	Hard Cost of the Work
9.	General Superintendent Allocation		X	
10.	Project Manager Salary		X	
11.	Project Superintendent Salary		X	
12.	Assistant Superintendent Salary		X	
13.	Additional CM Personnel (e.g. identified personnel in support of scheduling, phasing, cost estimating, clerical, safety, accounting, compliance, field engineering)		X	
14.	Punch List Supervision		X	
15.	Conducting Job Progress Meetings		X	
16.	Preparation of Monthly Requisitions		X	
17.	Field Office		X	
18.	Field Office Supplies, Equipment, and Furniture (for CM's and DCAMM's Use)		X	
19.	Field Office Cleaning		X	
20.	Telephone Service, Equipment and Usage charges (including for RE's Use)		X	
21.	Travel Expenses (subject to prior DCAMM approval)		X	
22.	CM's Bonding Costs		X	
23.	Subcontractor Bonding Costs (as required by statute or otherwise Approved by DCAMM)			X
24.	Maintenance of Plans and Specifications		X	
25.	Maintenance of Shop Drawing Log, Long-lead Item Log, Pre-Purchase Log, Shop Drawings, Product Data and Samples		X	
26.	Quality Assurance/Quality Control		X	
27.	Postage, Shipping, and Courier Service		X	
28.	Project and Traffic Signs (including barricades, warning signs, and lights)		X	
29.	Temporary Sanitary Facilities		X	
30.	Cleaning of Temporary Sanitary Facilities		X	
31.	Site Communications (two-way radios, etc.)		X	
32.	Storage Trailers and Containers		X	
33.	Rubbish Removal and Dumpsters		X	
34.	Reprographics and Record Drawings		X	X
35.	Safety and Protection		X	X
36.	Safety Materials		X	
37.	Vehicle and Equipment Protection		X	
38.	Fire and Police Details		X	
39.	Watchman and Site Security Services		X	
40.	Security Enclosures Temporary Lockup			X
41.	Temporary Utility Connections and Distribution (potable water, sewer, electrical, heating, etc.)			X
42.	Construction Fence		X	
43.	Rental Costs of Machinery and Equipment			X
44.	Building Layout and Engineering			X
45.	Final Cleaning for Building			X

	Description	CM Fee	General Conditions	Hard Cost of the Work
46.	Temporary Utility Consumption (including potable water, electrical, heating fuel, emergency generator fuel)		X	
47.	Permits and Fees		X	X
48.	Winter Conditions		X	X
49.	Weather Protection		X	
50.	Subcontracts			X
51.	Staging and Hoisting		X	X
52.	Builder's Risk Insurance		X	
53.	Initial Site Survey		X	
54.	Field Measurements		X	X
55.	Maintenance of Access		X	
56.	Testing Agency Service		X	
57.	Dust Control		X	X
58.	Noise Control		X	X
59.	Indoor Air Quality		X	
60.	Temporary Enclosures		X	
61.	Temporary Fire Protection			X
62.	Tree and Shrub Protection			X
63.	Wetland Protection and Environmental Protection			X
64.	Temporary Stairs and Rails		X	X
65.	Pest Control		X	
66.	Cutting, Coring and Patching			X
67.	Debris Control, Removal and Management		X	
68.	Demolition and Construction Waste Disposal			X
69.	Project Identification		X	

END OF COST CLASSIFICATION GUIDE



Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management
and Maintenance



**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES
PART 2 OF 2**

Massachusetts State Project *(Project Number)*

(Full Project Name)

***(Project Location)*, Massachusetts**

STUDY

**Insert Title of Study Document, including Project Name and Study Project Number,
dated XXX**