REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

Date of RFP

Part 1 of 2
Proposal Requirements and Procedures
Owner – Construction Manager Agreement
General Conditions of the Contract
General Requirements

Project Name and Location, Massachusetts
Massachusetts State Project No.

RFP Informational Meeting/Site Visit: Time, Date and Location
Deadline for receipt of questions to DCAMM: Time and Date
Proposal Deadline: Time and Date

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108

Revised 10/2017
TABLE OF CONTENTS
REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

PART 1 OF 2

PROPOSAL REQUIREMENTS AND PROCEDURES
OWNER – CONSTRUCTION MANAGER AGREEMENT - GENERAL CONDITIONS OF THE CONTRACT
GENERAL REQUIREMENTS

Title Page
Table of Contents for RFP for Construction – Management Services

PROPOSAL REQUIREMENTS AND PROCEDURES

Section One
Notice to Construction Managers

1.1 General
1.1.1 Certification of Compliance with Workforce Legal Requirements
1.2 Request for Proposal Documents
1.3 Contracted Status of RFP and Proposals
1.4 Communications
1.5 Compliance with RFP
1.6 Examination of Documents
1.7 RFP Informational Meeting
1.8 Addendum Procedures
1.9 Prohibition of Communication and Requests for Interpretations
1.10 Proposal Submission
1.11 Proposal Format
1.12 Modification or Withdrawal of Proposals
1.13 Rejection of Proposals
1.14 Opening of Proposals
1.15 Evaluation Process
1.16 Post Interview Action By DCAMM
1.17 Negotiating And Award
1.18 Debriefing
1.19 MBE and WBE Participation and Equal Employment Opportunity, Nondiscrimination and Affirmative Action Requirements
1.20 Reference to Massachusetts General Laws, Wage Rates, OSHA
1.21 Roles and Responsibilities of Awarding Authority
1.22 Consultants with prior service on this project are precluded from service to CM Teams
1.23 Executive Order 484 – Clean Energy and Efficient Buildings

Section Two  Project Information
2.1 Preliminary Project Schedule
2.2 Site Visit

Section Three  Submission Requirements: Non –Price
3.1 Instructions
3.2 Required Information
3.3 Project Experience As Demonstrated By Three Comparable Projects
3.4 Qualifications of Personnel
3.5 Preconstruction Services Plan
3.6 Construction Services Plan
3.7 Preliminary Project Schedule
3.8 Update of Schedule “E” Terminations and Legal Proceedings
3.9 Forms:
   Technical (Non-Price) Proposal Response Form
   Informational Sheet
   Affidavit of Compliance (Secretary of State Filings)
   Affidavit of Prevailing Wage Compliance
   Certification of Tax Compliance
   Update Statement Completed by Offeror
   Affidavit of Compliance with Schedule “E” Update
   DCAMM Update Statement
   Certificate of Eligibility
   Surety Commitment Letter
   Copy of Offeror’s Schedule “E” submitted with RFQ

Section Four  Submission Requirements: Price
4.1 Price Submission Instructions
4.2 Instructions for Completing Form GC: Payment for Construction Management Services
4.3 Forms
   Form GC: Payment for Construction Management Services
   Non-Collusion Affidavit

Section Five  Evaluation Criteria
5.1 Evaluation Criteria
5.2 Required Information
5.3 Project Experience as Demonstrated by But Not Limited to Three Comparable Projects
5.4 Qualifications of Personnel
5.5 Preconstruction Services Plan
5.6 Construction Services Plan
5.7 Preliminary Project Schedule
5.8 Record of Terminations, Liquidated Damages, Surety, and Legal Actions
5.9 DCAMM Update Statement and/or Competing Commitments
Section Six  Negotiation and Award of Contract
6.1 Time for Finalizing Contract
6.1.2 Failure to Provide Bonds When Required After Contract Signing
6.2 Award Without Negotiations
6.3 Suspended or Debarred Offerors
6.4 Related Work Prohibitions

OWNER – CONSTRUCTION MANAGER AGREEMENT

Article 1: The Work
Article 2: The Contract Documents
Article 3: Relationship of Parties
Article 4: Contract Time
Article 5: Construction Manager’s Services
Article 6: Contract Price
Article 7: Hard Cost of the Work
Article 8: Payments to Construction Manager
Article 9: Equal Employment Opportunity, Nondiscrimination and Affirmative Action
Article 10: Miscellaneous Provisions
Article 11: Approved Subcontractors
Article 12: Certifications
Article 13: Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Utilization Percentages
Article 14: Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) Participation Benchmark
Exhibit GC: Payment for Construction Management Services
Exhibit BIM: List of Design and Preconstruction Services
Exhibit A: Additional Insurance Provisions
Exhibit B: Forms Used During Contract Award and Execution
   Payment Bond
   Performance Bond
   Schedule for Participation by Minority/Women Business Enterprises
   Letter of Intent
   Certificate of Corporate Vote
   Certificate of Joint Venture
   Certificate of Compliance with State Tax Laws
   Certificate of Compliance with Employment Eligibility (I-9)
   Trench Application and Permit
   Executive Order 504 – Protection of Personal Information
   VBE/SDVOBE Participation Plan
Exhibit C: Prevailing Wage Rates
Exhibit GMP: GMP Template

GENERAL CONDITIONS OF THE CONTRACT

Table of Contents
Article I: Definition of Terms
Article II: Execution of the Contract, Scope of Work, Interpretation of Contract Documents
Article III: Control of Work / Administration of the Contract
Article IV: General Performance Obligations of the CM
Article V: Materials and Equipment
Article VI: Prosecution and Progress
Article VII: Changes in the Work
Article VIII: Payment Provisions
Article IX: Guarantees and Warranties
Article X: Miscellaneous Legal Requirements
Article XI: CM's Accounting Method Requirements
Article XII: Equal Employment Opportunity, Non-discrimination and Affirmative Action Program
Article XIII: Goals for Participation by Minority Business Enterprises and Women Business Enterprises
Article XIV: Insurance Requirements
Article XV: Indemnification
Article XVI: Performance and Payment Bonds
Article XVII: Termination of the Contract
Article XVIII: Miscellaneous Provisions
Appendix A: Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
Appendix B: Goals for Participation by Minority Business Enterprises and Women Business Enterprises
Appendix C: Procedures for Award Of Subcontracts
Appendix D: Forms for Subcontract for Subcontractors
Appendix E: Commonly Used Forms
  Procedure for Payment to Contractors (CM)
  Payment Voucher Input Form
  Requisition for Payment (CM) (DCAMM Form S1b) and Instructions
  Instructions Regarding Change Orders and Contract Modifications (DCAMM Form 13)
  Request for Approval of Wages and Rates for Change Order Pricing (DCAMM Form 14)
  Format for Submission of Change Order (DCAMM Form 15)
  Daily Time and Material Report for Change Orders
  Request and Agreement for a Change in the Plans, Specifications and/or Contract (DCAMM Form 5)
  Weekly Payroll Report Form and Statement Of Compliance (sample)
  Quarterly Projected Workforce Table (sample)
  Form for Transfer of Title (Work not Incorporated, DCAMM Form 16)
  Certificate of Substantial Completion (DCAMM Form E-1)
  Certificate of Final Inspection, Release and Acceptance (DCAMM Form E-2)
**Division 1: GENERAL REQUIREMENTS**

011000 Summary
012200 Unit Prices
012300 Alternates
013100 Project Management Coordination
013129 BIM Coordination
013200 Construction Progress Documentation
013300 Submittal Requirements
013543 Environmental Protection Procedures
014000 Quality Requirements
014200 References
014325 Testing Agency Services
014339 Mock-ups
015000 Temporary Facilities and Controls
015716 Temporary Pest Control
016000 Product Requirements
017418 Demolition Waste Management and Disposal
017419 Construction Waste Management and Disposal
017700 Contract Closeout
018100 Commissioning
018113 Sustainable Design Requirements
019115 Facility Exterior Enclosure Commissioning

End of General Requirements

PART 2 OF 2 – Insert Project Name and Study Project Number, dated XXX (IF ISSUING STUDY ON CD)
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 (hereinafter, "DCAMM"), requests proposals for Construction Management at Risk Services for the ___________________________. 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 ___________, Massachusetts. DCAMM intends to award a Construction Manager at Risk with a Guaranteed Maximum Price contract for the above referenced project.

This RFP is for construction of a __________________________ located in ___________, MA. [Describe here the Project, i.e., the location, the structure etc.]
Qualified firms are hereby asked to prepare a Proposal consisting of two parts, the Non-Price Submission, and the Price Submission.

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

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

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

1.1.1 CERTIFICATION OF COMPLIANCE WITH WORKFORCE LEGAL REQUIREMENTS

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

1.1.2 EXCAVATION & TRENCH SAFETY

On December 4, 2002, the Legislature enacted legislation relative to excavation and trench safety, M.G.L. c. 82A. The legislation authorized the Departments of Public Safety (DPS) and Occupational Safety (DOS) to promulgate regulations, 520 CMR 14.00. The purpose of the legislation and regulations (collectively referred to as the “Trench Safety Law”) is to provide protections to the general public from hazards inherent in unattended trenches. The law does not apply to worker safety nor does it supersede Dig Safe Laws. The Trench Safety Law requires excavators to obtain a permit; requires excavators to provide protections when trenches are unattended; and deters violations by authorizing the collection of fines.
This Project is subject to the Trench Safety Law and the successful Offeror will be required to meet all aspects of the law. A copy of a Trench Application and Permit form is included in Exhibit B of the Owner-Construction Manager Agreement.

1.2 REQUEST FOR PROPOSAL DOCUMENTS

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

1.3 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 Construction Manager selected pursuant to the selection process.

1.4 COMMUNICATIONS

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

B. Construction Manager Contact Person
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
Fax Number
Email Address

C. DCAMM Contact Person:
________________________, Project Manager
DCAMM Office of Planning, Design, and Construction
One Ashburton Place, 15th Floor
Boston, MA 02108
(857) 204-xxxx
(Email)

1.5 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.
1.6 EXAMINATION OF DOCUMENTS

Before submitting a Proposal, each Offeror must thoroughly examine the RFP, including the form of contract and all other attachments, and familiarize itself with the site and with local conditions and with federal, state, and local laws, ordinances, rules and regulations and any other circumstances or conditions that may in any manner affect cost or performance of the contract. Failure of an Offeror to acquaint itself with the RFP or to review the documents contained in or referred to in the RFP, shall in no way relieve Offeror from any obligation with respect to its Proposal. Each Offeror shall promptly notify 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.

1.7 RFP INFORMATIONAL MEETING

An RFP Informational Meeting/Site Visit 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.

1.8 ADDENDUM PROCEDURES

DCAMM reserves the right to amend the RFP at any time. Any amendments to the RFP shall be issued through written addenda. DCAMM will provide copies of each addendum to all Offerors who received the RFP. Each addendum will be posted to the ITD FTP site. 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 RFP Submission Form attached to this RFP.

1.9 PROHIBITION ON COMMUNICATION AND REQUESTS FOR INTERPRETATION OF DOCUMENTS

Unauthorized communications or contact between CM firms, their employees, agents or other related entities interested in submitting Proposals and 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 for general information about obtaining the RFP, RFP submission deadlines, and the existence of any relevant addenda to the RFP; 2) inquiries made at the official RFP Informational Meeting held by DCAMM, DCAMM’s official
RFP Informational Meeting will be held at the date and time set above.; and 3) written submissions of questions submitted by the date set for such inquiries.

Any issues brought to 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 the DCAMM, or the owner’s designer or program manager, or any member of the selection team in connection with the selection process or the contract contemplated herein for this project is subject to disqualification. Contact is permitted for the purpose of obtaining a copy of this RFP, to contact the DCAMM Contractor Certification Office, the DCAMM Bid Room or to submit a verbal or written question or request for clarification at the RFP Informational Meeting or within the time set as prescribed above in this section.

All questions and requests for clarification or interpretation of the meaning of the RFP, and any other correspondence concerning the RFP, shall be submitted in writing by email addressed to DCAMM’s Contact Person. 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.

1.10 PROPOSAL SUBMISSION

A. The RFP requires the submission of separate price and technical components as part of the proposal submitted in response to the RFP. Proposals must be submitted in form and substance as required by the RFP no later than the date and time shown on the title page of the RFP or a later date and time established by addendum duly issued by DCAMM (in either case, the “Proposal Deadline”).

B. It is the Offeror’s responsibility to obtain a time stamp from the DCAMM Bid Room on the 1st Floor, Room 107, One Ashburton Place, Boston, MA no later than the stipulated deadline. Proposals submitted after the Proposal deadline shall not be accepted for consideration.

C. An authorized person must sign both the Technical (Non-Price) Proposal Response Form and the Price Proposal Response Form in ink to bind the Offeror.

D. Any and all addenda must be acknowledged on the Request for Proposal Response Form.
1.11 PROPOSAL FORMAT

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

1.12 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. If an Offeror has submitted its Proposal prior to the Proposal Deadline, it may, until the Proposal Deadline, submit an amendment to its Proposal. The amendment must be in writing and submitted in the same manner as the Proposal.

B. An Offeror may withdraw its Proposal by submitting written notice via email to DCAMM’s Contact Person at any time prior to the Proposal Deadline.

C. After the Proposal Deadline an Offeror may not change the price or any provisions of the proposal in a manner prejudicial to the interest of 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.

1.13 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.
1.14 **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.

1.15 **EVALUATION PROCESS**

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

1.16 **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 selected for interviews by addendum. DCAMM, in response to such addendum or otherwise, may, but shall not be required to, permit the Offerors selected for interviews to submit a revised Proposal. Following the submission of revised Proposals, if any, DCAMM shall complete the evaluation process using the criteria set forth in Section 5. DCAMM may at any time between the holding of interviews and the submission of revised Proposals, or if none are requested at the completion of the evaluation process, reject the Proposal of any Offeror invited to an interview and that Proposal shall no longer be considered by DCAMM.
1.17 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.

1.18 DEBRIEFING

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

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

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

The Minority Business Enterprise and Women Business Enterprise (MBE/WBE) participation goal for this Contract is a combined goal of 10.4%.

The combined goal requires a reasonable representation of both MBE and WBE firm participation on the project as further set forth in the Owner-CM Agreement and the General Conditions of the contract.

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

This project includes the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal and workforce utilization percentages stated above and in the Owner-Construction Manager Agreement. It is the obligation of the Construction Manager to meet or exceed these participation goals. Article XIII of the General Conditions contains detailed information about MBE and WBE Participation requirements, waivers, enforcement, and other important information. MBE’s and WBE’s must be certified by the Commonwealth’s Supplier Diversity Office (SDO). All Offerors are advised that by submitting a proposal they certify that their proposal and services provided under their proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.
In addition to the above MBE/WBE goals, the Construction Manager shall maintain on this project not less than a 15.3% ratio of minority employees and 6.9% ratio of women employees work hours to total work hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. Article XII of the General Conditions contains detailed information about Equal Employment Opportunity, Nondiscrimination and Affirmative Action requirements and other important information.

1.20 REFERENCE TO MASSACHUSETTS GENERAL LAWS, WAGE RATES, OSHA

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

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

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

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

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

1.21 ROLES AND RESPONSIBILITIES OF AWARDING AUTHORITY

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

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

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 Request for Proposals ("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 which is the subject of this RFP, 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 sub-contracting firms that participated in any way, as a direct consultant to DCAMM or provided any services as a sub-consultant 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. To the best of DCAMM's knowledge, the following firms have provided prior services with respect to this project and therefore are precluded from providing services to an offeror. However, if an offeror chooses a firm not listed below and 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 sub-contracting firms confirming that they have had no prior involvement with the RFP's development or study, planning, environmental or other services with respect to this project.

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

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

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

END OF SECTION
SECTION TWO  
PROJECT INFORMATION  

2.1 PRELIMINARY PROJECT SCHEDULE  

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

Preliminary Schedule:  

1. Notice to Proceed with preconstruction work:  

2. Notice to Proceed with early construction package work:  
   Schedule of this early work package to be determined by the CM to coordinate with all aspects of the project.  

3. Notice to Proceed with the primary scope of work:  

4. Substantial Completion of the Project:  

2.2 SITE VISIT  

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

END OF SECTION
SECTION THREE
SUBMISSION REQUIREMENTS: TECHNICAL (NON-PRICE)

3.1 INSTRUCTIONS

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

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

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

Offeror's Name: _______________________________________________________
Authorized Representative Responsible for Proposal: ________________________
Authorized Representative’s telephone number: ____________________________
Authorized Representative’s fax number: _________________________________
Authorized Representative’s email address: _______________________________

Request for Proposals for Construction Management Services for the
Massachusetts State Project No.________________________

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

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

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

A. The Request for Proposal Response Form is located at the end of this section. It must be signed and submitted with the proposal.

B. A copy of the required Update Statement form is located at the end of this section. It must be completed, signed and submitted with the proposal. For DCAMM’s analysis of the Aggregate Work Limit for this RFP, the Estimated Construction Cost of __________ million dollars ($________,000,000.00) will be used with a construction duration of ____ months for the ______ Project. DCAMM will compare the above numbers with the Offeror’s current annualized value of all incomplete work to determine eligibility within the Aggregate Work Limit.

C. Copy of the Offeror's Certificate of Eligibility must be submitted with the proposal.

To submit a proposal in response to this RFP an Offeror whether an individual firm or a joint venture, must be certified in General Building Construction by DCAMM for a single project limit of __________ million dollars ($________,000,000.00) 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 (617) 727-4050 ext. 31415

3.3 PROJECT EXPERIENCE ON COMPARABLE PROJECTS

The Offeror shall identify three of its completed projects, which the Offeror believes are most comparable to the Project with respect to the size, duration, and project complexity. The Offeror shall also identify three of its complete projects, which Offeror believes are
the most similar projects that used the construction management at risk delivery method. Provide references from the owners and architects for each project identified in this paragraph, including name, title, and current telephone number.

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

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

3.4 QUALIFICATIONS OF PERSONNEL

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

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

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

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

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

3.6 CONSTRUCTION SERVICES PLAN

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

3.7 PRELIMINARY PROJECT SCHEDULE

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

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

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

3.9 FORMS

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

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

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

END OF SECTION
SECTION FOUR
PRICE SUBMISSION REQUIREMENTS

4.1 PRICE SUBMISSION INSTRUCTIONS

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

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

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

A. Section A is the first of three sections of the Form. It contains the Payment Summary for CM Preconstruction Services and CM Construction Services as those terms are explained in the Owner-Construction Manager Agreement.

B. Section B is for the documentation of the Payment for CM Preconstruction General Conditions Costs. This section includes the cost of services provided by the CM from the Notice to Proceed with Preconstruction Services through the completion (as determined by DCAMM) of all preconstruction services, including the Prequalification of all Trade Contractors and Other Subcontracts. Costs incurred after the Prequalification list of subcontractors for each trade is finalized shall be attributed to the CM Construction General Conditions Costs.

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

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

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

The CM shall pay for Prequalification reproduction expenses for the Trade Contractors and, Prequalification and Procurement reproduction expenses for Other Subcontracts as part of the Preconstruction General Conditions cost. The Preconstruction General Conditions cost shall not include the reproduction cost of the plans and specifications for the Request for Bids for Trade Contractors. DCAMM will make plans available through the bid room for the Trade Contractors.
C. **Section C** of the Price Proposal Form is for the documentation of the CM Construction General Conditions Costs. The General Conditions are divided into separate cost items (additional categories may be provided at the option of the Offeror). The breakdown shall include all costs for all general requirements as contemplated by the general conditions and supplementary general conditions and any items performed by the CM referenced within the RFP Documents.

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

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

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

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

- Temporary Electricity Consumed
- Temporary Heating System
- Temporary Heating Fuel Consumed
- Spec Section 011000 Permits, Inspection And Testing Required By Governing Authorities
- Spec Section 015000 Staging
- Spec Section 015000 Clean–Up Dumpster Pulls
- Spec Section 015000 Project Identification
- General Conditions Other: Police Details
For all of the remaining General Condition items not identified as the aforementioned “Assigned to Subcontractor” or the aforementioned “Allowances”, the amounts entered shall be the CM’s firm price.

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

4.3 FORMS

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

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

END OF SECTION
SECTION FIVE
EVALUATION CRITERIA

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

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

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

5.2 REQUIRED INFORMATION

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

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

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

5.4 QUALIFICATIONS OF PERSONNEL

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

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

C. Job Skill Narrative

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

5.5 PRECONSTRUCTION SERVICES PLAN

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

5.6 CONSTRUCTION SERVICES PLAN

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

5.7 PRELIMINARY PROJECT SCHEDULE

DCAMM will rate highly, Offerors whose schedule describes how the Offeror will
accomplish the preconstruction and construction activities set forth in the Contract and
reflects a practical understanding of the requirements of the Project. An appropriate level
of detail should be shown to satisfy 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
Construction Manager’s role in organizing it. Offerors may not deviate from the
Preliminary Project Schedule set forth in Section 2.1.

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

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

5.9 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.

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, which shall not be less than fifteen (15) business days from the date of the notice, by which such Offeror must execute the Contract in the form included in the RFP, modified by the provisions of any applicable addenda, and furnish the certificates of insurance and any other documents required in connection with execution of the Contract. Prior to signing the Contract the Offeror shall furnish to 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 preconstruction work only then each such bond must be at least in the amount of the Offeror’s proposal; provided that prior to beginning any construction work on the Project each bond must be replaced for the sum of the estimated construction cost of the Project, i.e. ______________ million dollars ($____,000,000.00). If the GMP has been established prior to beginning the work then each such bond shall be for the sum of the GMP. Whenever the GMP is established each bond must be furnished and replaced by the CM in the sum of the GMP upon the signing of the GMP amendment. Such bonds shall be in form and content satisfactory to DCAMM.

If the selected firm fails to execute a contract or to furnish the necessary bonds, insurance and other documents necessary for signing the contract within the time period specified in the request for proposals then, unless 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.

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

If the Offeror fails to replace the necessary payment and performance bonds after signing the contract as required by the previous section, then this will be considered a breach of contract justifying termination of the Contract by 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 Massachusetts General Laws Chapter 7C, Section 48, nor any person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment or disqualification provisions of any other provision of the Massachusetts General Laws or any rule or regulation promulgated thereunder, shall be eligible for award of this contract.

6.4 RELATED WORK PROHIBITIONS

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

END OF SECTION
SPECIAL NOTICE TO AWARDING AUTHORITY

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

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management
PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT
TO ALL BIDDERS AND AWARDING AUTHORITIES

A completed and signed Prime/General Contractor Update Statement must be submitted with every Prime/General Bid for a contract pursuant to M.G.L. c.149, §44A and M.G.L. c. 149A. Any Prime/General Bid submitted without an appropriate Update Statement is invalid and must be rejected.

Caution: This form is to be used for submitting Prime/General 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/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime/General 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/General 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/General 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 Asset Management Web Site: www.mass.gov/dcam.
• 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 at the time of certification.
• The bidder’s performance on the projected 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. 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) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

<table>
<thead>
<tr>
<th>PROJECT TITLE &amp; LOCATION</th>
<th>WORK CATEGORY</th>
<th>CONTRACT PRICE</th>
<th>START DATE</th>
<th>DATE COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>OWNER: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>OWNER: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>OWNER: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>OWNER: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
</tbody>
</table>

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 FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

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

**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 incomplete project listed on the previous page.

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Company Name</th>
<th>Contact Person</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Owner: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Owner: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Owner: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
</tbody>
</table>

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. _____

Division of Capital Asset Management
Prime/General Contractor Update Statement Effective March 30, 2010
### PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Has your firm failed or refused to complete any punch list work under any contract?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Has your surety taken over or been asked to complete any of your work under any contract?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic’s lien against property in connection with work performed or materials supplied under any of your contracts?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10. Have there been any deaths of an employee or others occurring in connection with any of your projects?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. 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. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.

The term “administrative proceeding” as used in this Prime/General 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.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?</td>
<td>YES</td>
</tr>
<tr>
<td><strong>2.</strong> Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?</td>
<td>YES</td>
</tr>
<tr>
<td><strong>3.</strong> Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?</td>
<td>YES</td>
</tr>
<tr>
<td><strong>4.</strong> Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?</td>
<td>YES</td>
</tr>
</tbody>
</table>
### PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm 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?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA’s Web Site at <a href="http://www.osha.gov">www.osha.gov</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Are there any other issues that you are aware which may affect your firm’s responsibility and integrity as a building contractor?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.**

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE OR FUNCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm’s business organization, 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.

Attach here a copy of the list of completed construction projects which was submitted with your firm’s DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – “Completed Projects” and the final page – “Certification” (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.
TECHNICAL (NON-PRICE) PROPOSAL RESPONSE FORM

To the Division of Capital Asset Management:

The undersigned proposes to furnish all Construction Management Services required by Massachusetts State Project No. __________________ Construction Management Services for the ______________________. In accordance with the Request for Proposals, all documents contained in the Request for Proposals or referred to therein, addenda or clarification's issued in regard to that RFP, namely the addenda numbered _________________________ 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 MBE and WBE 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 also 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, and each in the sum of the estimated value of the construction project, the premiums of which are to be paid by the undersigned and are included in the proposed price. 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 from it; 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: ____________________
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 Massachusetts General Laws Ch. 30, Sec. 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 DCAM 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

_____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 Chapter 156B Sec. 109 (business corporation), by Chapter 181, Sec. 4 (foreign corporation) or by Chapter 180, Sec. 26A (non-profit corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this _______day of _______

_______, 20___.

______________________________
Signature of Duly Authorized Corporate Officer
AFFIDAVIT OF PREVAILING WAGE COMPLIANCE (C. 149, S. 26 AND 27)

I, ______________________________, ______________________________, of the
Name Title
Offeror’s Company Name

______________________________
do hereby certify that the above named corporation will comply with the prevailing wage

laws as set forth in Sections 26 and 27 of the Massachusetts General Laws.

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

Pursuant to M.G.L. Ch. 62c. sec. 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 Company Name
or Social Security Number

__________________________________________
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 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

Mass. State Project No. Technical (Non-Price) Submission vi of vii
Project Name CM Form 11 19 08
ADDITIONAL FORMS

PLEASE SUPPLY THE FOLLOWING WITH THE NON-PRICE SUBMISSION

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

FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Company Name: ________________________________
By: ________________________________
(Signature of Authorized Representative)
Title: ________________________________

Section A. PAYMENT SUMMARY FOR CM PRECONSTRUCTION SERVICES

A.1 Total Payment for CM Preconstruction General Conditions Costs $______________________
A.2 Total Payment for CM Preconstruction Fee $______________________
A.3 Total Payment for CM Preconstruction Services Add A.1 and A.2 $______________________
Confirm Total Payment for CM Preconstruction Services in words below, from line A.3
________________________________________________________________Dollars

Section A. PAYMENT SUMMARY FOR CM CONSTRUCTION SERVICES

A.4 Total Payment for CM Construction General Conditions Costs $______________________
A.5 Total Payment for CM Construction Fee $______________________
A.6 Total Payment for CM Construction Services Add A.4 and A.5 $______________________
Confirm Total Payment for CM Construction Services in words below, from line A.6
________________________________________________________________Dollars

Section A. PAYMENT SUMMARY FOR CM PRECONSTRUCTION AND CM CONSTRUCTION SERVICES

A.7 Total Payment for CM Preconstruction and CM Construction Services Add line A.3 and A.6 $______________________
Confirm Total Payment for CM Preconstruction and CM Construction Services in words below, from line A.7
________________________________________________________________Dollars
### Section B: DETAIL OF CM PRECONSTRUCTION GENERAL CONDITIONS COSTS

#### B.1. Preconstruction Personnel

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>List company name for subcontractors to CM</th>
<th>Duration in Months</th>
<th>Percentage of Time Allocated</th>
<th>Monthly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>BIM Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

All personnel listed above are key staff  

**Total B.1** $ 

#### B.2 Lump Sum for Additional Categories of CM Preconstruction General Conditions Costs and miscellaneous staff and subcontractors

$ 

#### B.3 Total Payment for CM Preconstruction General Conditions Costs

Add lines B.1 and B.2  

Transfer total to Payment Summary, Section A line A.1  

$
### FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

**Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS**

<table>
<thead>
<tr>
<th>C.1. Project Management Personnel</th>
<th>Duration in Months</th>
<th>Percentage of Time Allocated</th>
<th>Monthly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>List name and title, list company name if a subcontractor or JV with the CM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BIM Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per the Owner-CM Agreement par. 5.3.2 - a full-time dedicated QA/QC manager</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>manager is required</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>is not required</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

All personnel listed above are key staff

Total C.1 $

<table>
<thead>
<tr>
<th>C.2 Field Supervisory Personnel</th>
<th>Duration in Months</th>
<th>Percentage of Time Allocated</th>
<th>Monthly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>List name and title, list company name if a subcontractor or JV with the CM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All personnel listed above are key staff

Total C.2 $
### Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

#### C.3 Additional Personnel Positions

<table>
<thead>
<tr>
<th>Duration in Months</th>
<th>Percentage of Time Allocated</th>
<th>Monthly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All positions listed above are not key staff—maximum of five positions

Total C.3 $

#### C.4 Insurance and Bond Costs

<table>
<thead>
<tr>
<th>Rate Per Thousand Dollars</th>
<th>ECC cost to be used for Pricing, bond costs will be adjusted to reflect Offeror’s GMP</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Bond</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>Payment (Labor &amp; Material) Bond</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>Builders Risk</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>General Liability</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>Vehicle Liability</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>Umbrella Coverage</td>
<td>$000,000</td>
<td>$</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$000,000</td>
<td>$</td>
</tr>
</tbody>
</table>

Total C.4 $

#### C.5 Temporary Utilities and Services

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Potable Water Service Distribution</td>
</tr>
<tr>
<td>Temporary Sewer Service and Distribution</td>
</tr>
<tr>
<td>Temporary Potable Water Consumed</td>
</tr>
<tr>
<td>Temporary Toilets Rental, Service and Disposal</td>
</tr>
<tr>
<td>Temporary Electrical Service Distribution</td>
</tr>
<tr>
<td>Temporary Electricity Consumed</td>
</tr>
<tr>
<td>Temporary Heating System</td>
</tr>
<tr>
<td>Temporary Heating Fuel Consumed</td>
</tr>
<tr>
<td>Emergency Diesel Generator Fuel Consumed (For Testing)</td>
</tr>
</tbody>
</table>

Total C.5 $
### C.6 Additional Categories

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spec Section 011000 Project Phasing</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Spec Section 011000 Supervision of the Work</td>
<td>Included in C.2</td>
</tr>
<tr>
<td>Spec Section 011000 Use of Premises</td>
<td>Included in C.2</td>
</tr>
<tr>
<td>Spec Section 011000 Coordination</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Spec Section 011000 Field Engineering</td>
<td>Included in C.2</td>
</tr>
<tr>
<td>Spec Section 011000 Permits, Inspection And Testing Required By</td>
<td>$150,000</td>
</tr>
<tr>
<td>Governing Authorities <strong>ALLOWANCE</strong></td>
<td></td>
</tr>
<tr>
<td>Spec Section 011000 Cutting, Coring, And Patching Assign To Subcontractor</td>
<td>$XXXXXX</td>
</tr>
<tr>
<td>Spec Section 011000 Debris Removal Management</td>
<td>Included in C.2</td>
</tr>
<tr>
<td>Spec Section 011000 Field Measurements</td>
<td>Included in C.2</td>
</tr>
<tr>
<td>Spec Section 013200 Critical Path method Construction Schedules</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Two Week Look-Ahead and Monthly Updates</td>
<td></td>
</tr>
<tr>
<td>Spec Section 013200 Shop Drawing Log</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Spec Section 013200 Long Lead Item Log</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Spec Section 013200 Pre-Purchase Log</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Spec Section 013300 Shop Drawings, Products Data, And Samples</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Spec Section 014000 Quality Control</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>Spec Section 014325 Testing Agency Service</td>
<td>Included in C.3</td>
</tr>
<tr>
<td>Spec Section 015000 DCAMM Temporary Office Trailers</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 DCAMM Telephone Service, Equipment and Usage charges</td>
<td>$</td>
</tr>
<tr>
<td>(including long distance)</td>
<td></td>
</tr>
<tr>
<td>Spec Section 015000 DCAMM Office Furniture, Equipment and Office Supplies</td>
<td>$</td>
</tr>
<tr>
<td>(including computer hardware and software)</td>
<td></td>
</tr>
<tr>
<td>Spec Section 015000 Cleaning of DCAMM Trailers</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Weather Protection</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Hoisting Equipment and Machinery</td>
<td>$</td>
</tr>
<tr>
<td>Assign To Subcontractor</td>
<td>$XXXXXX</td>
</tr>
<tr>
<td>Spec Section 015000 Staging Per Specifications ALLOWANCE</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Maintenance of Access</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Dust Control Assign To Subcontractor $XXXXXX</td>
<td></td>
</tr>
<tr>
<td>Spec Section 015000 Noise Control Assign To Subcontractor $XXXXXX</td>
<td></td>
</tr>
<tr>
<td>Spec Section 015000 Indoor Air Quality</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Debris Control</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Clean–Up Dumpster Pulls ALLOWANCE $</td>
<td></td>
</tr>
<tr>
<td>Spec Section 015000 Temporary Enclosures</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Barricades, Warning Signs and Lights,</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Safety Protection Assign To Subcontractor $XXXXXX</td>
<td></td>
</tr>
<tr>
<td>Spec Section 015000 Vehicle and Equipment Protection</td>
<td>$</td>
</tr>
<tr>
<td>Spec Section 015000 Shoring Assign To Subcontractor $XXXXXX</td>
<td></td>
</tr>
<tr>
<td>Spec Section 015000 Construction Fence</td>
<td>$</td>
</tr>
</tbody>
</table>
**FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES**

**Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS**

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>015000</td>
<td>Project Identification</td>
<td>ALLOWANCE</td>
</tr>
<tr>
<td>015716</td>
<td>Temporary Pest Control</td>
<td>$</td>
</tr>
<tr>
<td>017418</td>
<td>Demolition Waste Management Plan</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>017418</td>
<td>Demolition Waste Plan Implementation</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Demolition Waste Disposal</td>
<td>Assign To Subcontractor $XXXXXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td>017419</td>
<td>Construction Waste Management Plan</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Construction Waste Plan Implementation</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Construction Waste Disposal</td>
<td>Assign To Subcontractor $XXXXXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td>017700</td>
<td>Project Closeout</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>018311</td>
<td>Sustainable Design Requirement</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>013100</td>
<td>Project Management and Coordination</td>
<td>Included in C.1</td>
</tr>
<tr>
<td>018100</td>
<td>Commissioning</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Demolition Waste Plan Implementation</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Construction Waste Plan Implementation</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Construction Waste Disposal</td>
<td>Assign To Subcontractor $XXXXXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td></td>
<td>Site Security Services</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Safety and First Aid Manager</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Safety Labor</td>
<td>Included in C.3</td>
</tr>
<tr>
<td></td>
<td>Safety Materials</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Tree and Shrub Protection</td>
<td>Assign To Subcontractor $XXXXXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td></td>
<td>Wetland Protection and Environmental Protection</td>
<td>Assign To Subcontractor $XXXXXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td></td>
<td>Security Enclosures Temporary Lockup</td>
<td>Assign To Subcontractor $XXXXXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td></td>
<td>Compliance</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Accounting</td>
<td>Included in C.1</td>
</tr>
<tr>
<td></td>
<td>Temporary Stairs and Rails</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total C.6** $
### Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

<table>
<thead>
<tr>
<th>C.7 List any and all additional categories and costs for CM General Conditions below. See Owner Construction – Manager Agreement paragraph 6.2.1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C.8 Total of all Details of CM Construction General Conditions Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add lines C.1, C.2, C.3, C.4, C.5, C.6 and C.7 Transfer total to Payment Summary, Section A line A.4</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>
NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT

The undersigned hereby declares under the penalties of perjury that they have carefully examined the 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

FOR DCAMM USE ONLY
REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

Date of RFP

Part 2 of 2

Project Description
(STUDY)

[Project Name and Location], Massachusetts
Massachusetts State Project No.

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management & Maintenance
One Ashburton Place
Boston, Massachusetts 02108