REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

November 8, 2016

Proposal Requirements and Procedures
Project Description
Owner – Construction Manager Agreement
General Conditions of the Contract

New MINUTEMAN Regional Vocational Technical High School Project

Proposal Deadline: 10:00am November 29, 2016

Submit proposals to Owner’s Project Manager:

Skanska USA Building, Inc.
101 Seaport Boulevard, Suite 200
Boston, MA 02210
Attention: Mary Ann Williams, Program Executive

A non-mandatory walkthrough was provided to CM firms during the RFQ response period. A second walkthrough will be held for the RFP on November 15, 2016 at 2:00pm.
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NOTICE TO CONSTRUCTION MANAGERS

1.1 GENERAL
Pursuant to M.G.L. c. 149A the MINUTEMAN Regional Vocational Technical School District requests proposals (RFP) for Construction Management at Risk Services for the construction of the New MINUTEMAN Regional Vocational Technical High School at 758 Marrett Road in Lexington, MA. Firms, which have submitted Statements of Qualification in response to the Request for Qualifications (“RFQ”) issued by MINUTEMAN Regional Vocational Technical School District and have been selected as qualified, may submit proposals for services to be performed on the site, located in the MINUTEMAN Regional Vocational Technical School District, Massachusetts. MINUTEMAN Regional Vocational Technical School District intends to award a Construction Manager at Risk with a Guaranteed Maximum Price contract for the above referenced project.

Awarding Authority: MINUTEMAN Regional Vocational Technical School District
Project Title: New MINUTEMAN Regional Vocational Technical High School Project 758 Marrett Road Lexington, MA 02421

Estimated Construction Cost: $119,200,892

This RFP is for the new construction of the New MINUTEMAN Regional Vocational Technical High School located at 758 Marrett Road in Lexington, MA.

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, general requirements, and the fees charged by the construction management at risk firm; also known as the Contract Price. See Exhibit B 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 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 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.

1.2 REQUEST FOR PROPOSAL DOCUMENTS
The proposal document packages are available to prequalified firms from Skanska USA Building, Inc., Attn: Mary Ann Williams, 101 Seaport Boulevard, Suite 200, Boston, MA 02210. Messenger and other types of pick-up and delivery services are the agents of the Offeror, and MINUTEMAN Regional Vocational Technical School District and SKANSKA USA Building, Inc. assume no responsibility for delivery or receipt of the documents.

1.3 CONTRACTUAL STATUS OF RFP AND PROPOSALS
MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT assumes no responsibility for costs incurred in the preparation of a Proposal or related activities of any Offeror. MINUTEMAN Regional Vocational Technical School District 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, MINUTEMAN Regional Vocational Technical School District 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 MINUTEMAN Regional Vocational Technical School District is the contract duly executed by MINUTEMAN Regional Vocational Technical School District and the Construction Manager selected pursuant to the selection process.

1.4 COMMUNICATIONS
A. All correspondence and documents should reference the Project Name.

B. Construction Manager Contact Person
MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT will address all communications relating to the RFP and selection process to the contact person. Offerors must provide MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT with the following information:

Name
Address
Phone Number
Fax Number
Email Address
C. MINUTEMAN Regional Vocational Technical School District – Contact Person:

Mary Ann Williams  
Skanska USA Building, Inc.  
101 Seaport Boulevard, Suite 200  
Boston, MA 02210  
(617-574-1463)  
(617-574-1399) (Fax)  
maryann.williams@Skanska.com

1.5 COMPLIANCE WITH RFP
Offerors must fully comply with the Proposal requirements described below in order for MINUTEMAN Regional Vocational Technical School District to properly evaluate each Proposal. MINUTEMAN Regional Vocational Technical School District 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 MINUTEMAN Regional Vocational Technical School District 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 (if requested)
A non-mandatory walkthrough was provided to CM firms during the RFQ response period. A second walkthrough will be held for the RFP on November 15, 2016 at 2:00pm. CM firms are to meet at the main entrance of the MINUTEMAN Regional Vocational Technical High School at 758 Marrett Road, Lexington, MA 02421. A tour inside the school will be provided after a tour of the site. There will be no additional tours or walkthroughs scheduled.

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

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

Unauthorized communications or contact between CM firms, their employees, agents or other related entities interested in submitting Proposals and MINUTEMAN Regional Vocational Technical School District, the project designer or owner’s project 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 Skanska USA Building, Inc. for general information about obtaining the RFP, RFP submission deadlines, and the existence of any relevant addenda to the RFP; and 2) written submissions of questions submitted by the date set for such inquiries.

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 MINUTEMAN Regional Vocational Technical School District, 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 or to submit a verbal or written question or request for clarification at the RFP Informational Meeting or within the time set as prescribed above in this section.

All questions and requests for clarification or interpretation of the meaning of the RFP, and any other correspondence concerning the RFP, shall be submitted in writing by mail, or email, addressed to Skanska USA Building, Inc.

Attention: Mary Ann Williams
Skanska USA Building, Inc.
101 Seaport Boulevard, Suite 200
Boston, MA 02210
maryann.williams@Skanska.com

To be given consideration, such questions, requests, or correspondence shall be received by Skanska USA Building, Inc. for MINUTEMAN Regional Vocational Technical School District by the November 15, 2016 by 5:00pm deadline. 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 MINUTEMAN Regional Vocational Technical School District in any way. MINUTEMAN Regional Vocational Technical School District will not be responsible for, and an Offeror may not rely upon or use as the basis of a claim against MINUTEMAN Regional Vocational Technical School District or a consultant of MINUTEMAN Regional Vocational Technical School District, 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 MINUTEMAN Regional Vocational Technical School District (in either case, the “Proposal Deadline”).
B. It is the Offeror’s responsibility to obtain a time stamp from MINUTEMAN Regional Vocational Technical School District Procurement Owner’s Project Manager, Skanska USA Building, Inc., 101 Seaport Boulevard, Suite 200, Boston, MA 02210 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 BID SECURITY:
Not required.

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

B. An Offeror may withdraw its Proposal by submitting written notice to Skanska USA Building, Inc., 101 Seaport Boulevard, Suite 200, Boston, MA 02210, Attention: Mary Ann Williams 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 MINUTEMAN Regional Vocational Technical School District or fair competition.

D. MINUTEMAN Regional Vocational Technical School District 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, MINUTEMAN Regional Vocational Technical School District 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. MINUTEMAN Regional Vocational Technical School District 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 sixty (60) calendar days following the Proposal Deadline.

1.14 REJECTION OF PROPOSALS
MINUTEMAN Regional Vocational Technical School District reserves the right to reject any or all Proposals if it determines that such action is in the best interest of MINUTEMAN Regional Vocational Technical School District. Any Proposal which is incomplete, conditional, or difficult to understand may be considered invalid, and MINUTEMAN Regional Vocational Technical School District may reject such Proposal. In addition, MINUTEMAN Regional Vocational Technical School District 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 MINUTEMAN Regional Vocational Technical School District 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, MINUTEMAN Regional Vocational Technical School District may reject the Proposal of such Offeror as incomplete; provided, however, MINUTEMAN Regional Vocational Technical School District reserves the right to deem any such omission as an informality for which such Proposal will not be rejected, and to subsequently receive such information or documentation prior to award of the Contract.

1.15 OPENING OF PROPOSALS
MINUTEMAN Regional Vocational Technical School District will open the Proposals on or after the Proposal Deadline, but will not read them publicly. A register of those firms submitting timely Proposals will be maintained and will be open to public inspection.

1.16 EVALUATION PROCESS
MINUTEMAN Regional Vocational Technical School District has appointed a Selection Committee that will be responsible for the evaluation of the proposals submitted in response to the RFP. The Committee will review proposals pursuant to M.G.L. c.149A and 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.

The Committee will conduct interviews with all construction management firms who submit a fully responsive proposal. The MINUTEMAN Regional Vocational Technical School District will conduct interviews with each construction management firm that submits a proposal on Saturday, December 10, 2016 between 7:00am and 7:00pm. The decision of the Selection Committee will be final and not subject to appeal except on grounds of fraud or collusion. The failure of MINUTEMAN Regional Vocational Technical School District 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 MINUTEMAN Regional Vocational Technical School District from subsequently rejecting such Proposal.

1.17 POST INTERVIEW ACTION BY MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT
Following all of the interviews, MINUTEMAN Regional Vocational Technical School District may but shall not be required to, consider modifications to the Contract, or any other aspect of the Project. Any modifications determined appropriate by MINUTEMAN Regional Vocational Technical School District will be issued to all of the Offerors selected for interviews by
addendum. MINUTEMAN Regional Vocational Technical School District, 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, MINUTEMAN Regional Vocational Technical School District shall complete the evaluation process using the criteria set forth in Section 5. MINUTEMAN Regional Vocational Technical School District may at any time between the holding of interviews and the submission of revised Proposals, or if none are requested, 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 MINUTEMAN Regional Vocational Technical School District.

1.18 NEGOTIATING AND AWARD
MINUTEMAN Regional Vocational Technical School District will commence non-fee negotiations with the highest ranked CM firm. If MINUTEMAN Regional Vocational Technical School District determines that negotiations with the highest ranked firm will not result in a contract acceptable to MINUTEMAN Regional Vocational Technical School District; MINUTEMAN Regional Vocational Technical School District 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 MINUTEMAN Regional Vocational Technical School District has reached an acceptable contract with one of the prequalified CM firms. The list and ranking of proposed CM firms will be certified by MINUTEMAN Regional Vocational Technical School District and made available as a public record after the contract award.

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

1.20 MBE AND WBE PARTICIPATION AND EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS
The Offeror’s compliance with the requirements of this section is a prerequisite for receiving the Award of the Contract.

Construction Reform Act of 2004 requires 10.4% Combined MBE/WBE participation on Construction Projects

The Minority Business Enterprise participation goal for this Contract is 6.4% of the Guaranteed Maximum Price (GMP)

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

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

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

This project includes the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals and workforce utilization percentages stated above and in the Owner-Construction Manager Agreement. It is the obligation of the Construction Manager to meet or exceed these participation goals. Article XIII of the General Conditions contains detailed information about MBE and WBE Participation requirements, waivers, enforcement, and other
important information. MBE’s and WBE’s must be certified by the State Office of Minority and Women Business Assistance (SOMWBA). All Offerors are advised that by submitting a proposal they certify that their proposal and services provided under their proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.

In addition to the above MBE/WBE goals, the Construction Manager shall maintain on this project not less than a 15.3% ratio of minority employees and 6.9% ratio of women employees work hours to total work hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. Article XII of the General Conditions contains detailed information about Equal Employment Opportunity, Nondiscrimination and Affirmative Action requirements and other important information.

1.21  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. 39S (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.

1.23  ROLES AND RESPONSIBILITIES OF AWARDING AUTHORITY
MINUTEMAN Regional Vocational Technical School District is responsible for the administration and management of the design and construction of the facility. Its responsibilities include the management of the RFP process and the monitoring and administration of design and construction after the Offeror has been selected.

1.23  CONSULTANTS WITH PRIOR SERVICE ON THIS PROJECT ARE PRECLUDED FROM SERVICE TO CM TEAMS
MINUTEMAN Regional Vocational Technical School District 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, MINUTEMAN Regional Vocational Technical School District 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 MINUTEMAN Regional Vocational Technical School District projects. Architectural, engineering, cost estimating, testing or any other consultants or sub-contracting firms that participated in any way, as a direct consultant to MINUTEMAN Regional Vocational Technical School District or provided any services as a subconsultant to MINUTEMAN Regional Vocational Technical School District’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.

MINUTEMAN Regional Vocational Technical School District will disqualify any proposal that lists such a firm to provide services on this project. To the best of MINUTEMAN Regional Vocational Technical School District’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 MINUTEMAN Regional Vocational Technical School District determines that the firm participated in any way during the development of this project, then MINUTEMAN Regional Vocational Technical School District 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 subconsulting 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:

AKAL Engineering Inc.
BVH Integrated Services, Inc.
Cavanaugh Tocci Associates Inc.
Daedalus Projects, Inc.
Edvance Technology Design Inc.
Frank Locker Ed. Planning
FS Engineers Inc.
Good Harbor Techmark LLC
Horizon Engineering Associates LLP
Lahlaf Geotechnical Consultants Inc.
Kaestle Boos Associates, Inc.
Martin Vinik Planning for the Arts, LLC
McMahon Associates
Miyakoda Consulting, LLC
Odeh Engineers, Inc.
Project Management and Cost
Samiotes Consultants Inc.
Schiavone Designs, LLC
Specs Design Group, LLC.
Universal Environmental, Consultants

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: On or about January 5, 2017
2. Notice to Proceed with early construction package work: On or about July 17, 2017
   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 (construction): January 2018
4. Substantial Completion of the Project: April, 2020

   The Schematic Design Drawings and specifications will be available at for informational purposes only:

   https://1drv.ms/f/s!Ah9H7mPqGSW_rXvXTwdWM_dmUv1

2.2 SITE VISIT
A non-mandatory walkthrough was provided to CM firms during the RFQ response period. A second walkthrough will be held for the RFP on November 15, 2016 at 2:00pm. CM firms are to meet at the main entrance of the MINUTEMAN Regional Vocational Technical High School at 758 Marrett Road, Lexington, MA 02421. A tour inside the school will be provided after a tour of the site. There will be no additional tours or walkthroughs scheduled.

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

3.1 INSTRUCTIONS

A. The following Non-Price submission requirements for the MINUTEMAN Regional Vocational Technical School District – New MINUTEMAN Regional Vocational Technical High School Project are considered a single submission. This section identifies MINUTEMAN Regional Vocational Technical School District’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: _______________________________

Proposals for Construction Management Services for MINUTEMAN Regional Vocational Technical School District – New MINUTEMAN Regional Vocational Technical High School Project

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

For the Price Proposal submit the original and two 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:

Attention: Mary Ann Williams, Program Executive
Skanska USA Building, Inc.
101 Seaport Boulevard, Suite 200
Boston, MA 02210
maryann.williams@Skanska.com
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 MINUTEMAN Regional Vocational Technical School District’s analysis of the Aggregate Work Limit for this RFP, the Estimated Construction Cost of $119,200,892 dollars will be used with construction duration as stated above for the New MINUTEMAN Regional Vocational Technical High School. MINUTEMAN Regional Vocational Technical School District 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 DCAM for a single project limit of 110 percent of $119,200,892 dollars ($131,120,981) or greater and must also be within the aggregate limits of its DCAM Certificate of Eligibility. A joint venture Offeror will be required to submit its Certificate of Eligibility for the joint venture meeting the requirements above enclosed with its RFP proposal.

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 that 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 subconsultant s 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 MINUTEMAN Regional Vocational Technical School District, its OPM, Skanska USA Building, and its Designer, Kaestle Boos Associates. 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. Special emphasis shall be placed by the offeror’s on their proposed plan for phasing of 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. Offerors may propose revisions to the timing or sequence of events and present an alternate schedule for consideration by MINUTEMAN Regional Vocational Technical School District in their proposal. The advantages to MINUTEMAN Regional Vocational Technical School District of the alternate schedule must be explained clearly.

3.8 **LIST OF ALL PROJECTS IN PROGRESS**
The Offeror will submit an updated list of all projects currently under way including but not limited to pre-construction, construction and close out. Start and anticipated end dates should be included. Project values should be included.

3.9 **RECORD OF TERMINATIONS, LIQUIDATED DAMAGES, SURETY, AND LEGAL ACTIONS**
For the purposes of the information requested in this Paragraph, the term “Offeror” shall include, in addition to the Offeror itself, the parent of the Offeror, if any; subsidiaries of the Offeror, if any; and the parents and/or subsidiaries, if any, of each member of any Offeror that is a joint venture. All requests for information in this Paragraph relate to the period November 2011 to the present. Each Offeror shall submit a list of contracts that have been terminated for default, on which Offeror’s surety has had to pay money or incur costs on behalf of the Offeror, or that have involved the assessment of liquidated or other damages against the Offeror. For each such contract, state the owner’s name and address; the name, address, and telephone number of a contact person familiar with the circumstances of Offeror’s involvement; the contract amount, the scope of the project, and the circumstances of the termination, surety payment, or assessment of damages. The Offeror shall also list all criminal, civil, or administrative suits or actions and all official investigations involving the Offeror that were commenced and are pending or were resolved; the date of the suit, action, or investigation; the subject of the suit, action, or investigation; the amount of money involved, if any; the names and addresses of the law enforcement agency or other party involved in the suit, action, or investigation; the current status of the matter; and any sentence, fine, or monetary award imposed on the Offeror. Suits, actions, or investigations not related to the performance of construction need not be listed.

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

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

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

These Forms are not Provided here but Must be Provided by Offeror:
- Copy of the 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
SUBMISSION REQUIREMENTS: PRICE

4.1 PRICE SUBMISSION INSTRUCTIONS
The offeror submitting the lowest price proposal shall not necessarily be awarded the contract. The Offeror shall submit one signed original (unfolded) and two (2) 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 MINUTEMAN Regional Vocational Technical School District) 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. MINUTEMAN Regional Vocational Technical School District will make plans available through a designated printing source 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 subtrade procurement process and amounts should not be entered on Form GC.

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

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

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

For all of the remaining General Condition items not identified as the aforementioned “Assigned to Subcontractor” or the aforementioned “Allowances”, the amounts entered shall be the CM’s firm price. Insurance costs for the Payment Proposal will be based on the estimated construction cost indicated on the form. The insurance and bond costs will be adjusted up or down in accordance with the Guaranteed Maximum Price.

4.3 FORMS

All forms for the Price Proposal Submission are included in the pages following this Proposal in Attachment B and are listed below. They must be submitted in the Price Proposals 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.

MINUTEMAN Regional Vocational Technical School District 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, a history of cooperation and coordination with the owner, and a record of minimizing of claims and disputes. Lower rankings will be applied where Offerors do not demonstrate this level of excellence.

MINUTEMAN Regional Vocational Technical School District will, as part of this selection process review the references and other information contained in the MINUTEMAN Regional Vocational Technical School District Certification Files and the RFP submission for Construction Management Services of any or all of the Offerors.

5.2 REQUIRED INFORMATION
MINUTEMAN Regional Vocational Technical School District 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
MINUTEMAN Regional Vocational Technical School District 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
The MINUTEMAN Regional Vocational Technical School District 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 their roles delineated.

B. Resumes
MINUTEMAN Regional Vocational Technical School District will rate highly Offeror’s Managerial and Technical Personnel assigned to this project that have demonstrated
experience in successful projects similar in size, duration, and complexity and receive strongly positive references.

C. Job Skill Narrative
MINUTEMAN Regional Vocational Technical School District will rate highly Offerors who assign to this project their lead Project Manager and Chief Field Superintendent who demonstrate superior job performance skills.

5.5 PRECONSTRUCTION SERVICES PLAN
The MINUTEMAN Regional Vocational Technical School District will rate highly Offerors whose preconstruction services plan clearly and in detail describes how the Offeror will accomplish all of the preconstruction activities set forth in the Contract, and that reflect a practical understanding of the requirements of the Project including 100% Design Development, 60% and 90% Construction Document cost estimates.

5.6 CONSTRUCTION SERVICES PLAN
The MINUTEMAN Regional Vocational Technical School District 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
The MINUTEMAN Regional Vocational Technical School District will rate highly Offerors whose schedule describes how the Offeror will accomplish the preconstruction and construction activities set forth in the Contract and reflect a practical understanding of the requirements of the Project. An appropriate level of detail should be shown to satisfy MINUTEMAN Regional Vocational Technical School District 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.

5.8 RECORD OF TERMINATIONS, LIQUIDATED DAMAGES, SURETY, AND LEGAL ACTIONS
MINUTEMAN Regional Vocational Technical School District will rate highly Offerors who do not have negative records, or issues related to terminations, liquidated damages, surety and legal actions.

5.9 DCAM UPDATE STATEMENT AND/OR COMPETING COMMITMENTS
If MINUTEMAN Regional Vocational Technical School District 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, MINUTEMAN Regional Vocational Technical School District may rate such Offeror unfavorably as to this criterion unless such Offeror agrees to terminate other such engagement(s) or to take other actions acceptable to MINUTEMAN Regional Vocational Technical School District 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 MINUTEMAN Regional Vocational Technical School District 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. Though not required prior to execution of a contract, the selected Offeror shall furnish to MINUTEMAN Regional Vocational Technical School District payment and performance bonds of a surety company qualified to issue bonds in the Commonwealth of Massachusetts, whose name appears on the Treasury Department Circular 570 and is satisfactory to MINUTEMAN Regional Vocational Technical School District, prior to beginning any construction work on the project. Each bond must be for the sum of the estimated construction cost, ie, $119,200,892. Such bonds shall be in form and content satisfactory to MINUTEMAN Regional Vocational Technical School District. If the selected firm fails to execute a contract or to furnish the necessary insurance and other documents within the time period specified in the request for proposals then, unless MINUTEMAN Regional Vocational Technical School District in its sole discretion elects to extend the time or cancel this procurement, MINUTEMAN Regional Vocational Technical School District may commence negotiations with the remaining highest ranked firm, provided they continue to meet the MINUTEMAN Regional Vocational Technical School District 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, MINUTEMAN Regional Vocational Technical School District may proceed under G.L. c. 149.

6.1.2 FAILURE TO PROVIDE BONDS WHEN REQUIRED, TERMINATION
If after signing the Contract the CM fails to provide the necessary payment and performance bonds prior to beginning the work as required by the previous section, then this will be considered a breach of contract justifying termination of the Contract by MINUTEMAN Regional Vocational Technical School District and the CM will be responsible for all damages, consequential or otherwise, as a result of such breach. If the Contract is terminated, MINUTEMAN Regional Vocational Technical School District may commence negotiations with the remaining highest ranked firm, provided they continue to meet the MINUTEMAN Regional Vocational Technical School District 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, MINUTEMAN Regional Vocational Technical School District may proceed under G.L. c. 149.

6.2 AWARD WITHOUT NEGOTIATIONS
MINUTEMAN Regional Vocational Technical School District reserves the right to accept the selected Offeror’s Proposal as submitted without further negotiation. In such case the notice described in Paragraph 6.1 above shall inform the selected Offeror that there shall be no negotiations and that the Offeror must execute the Contract and meet the other obligations set forth in Paragraph 6.1 within the time stated in the notice.
6.3  **SUSPENDED OR DEBARRED OFFERORS**
No person or firm disqualified by the Federal Government or under Massachusetts General Laws Chapter 7, Section 38E(e), nor any person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment or disqualification provisions of any other provision of the Massachusetts General Laws or any rule or regulation promulgated thereunder, shall be eligible for award of this contract.

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

END OF SECTION
Project Description

SECTION ONE
PROJECT DESCRIPTION

The existing MINUTEMAN Regional Vocational Technical High School (MRVTHS) facility is located at 758 Marrett Road in Lexington, Massachusetts and originally opened in the early 1970’s. The existing MRVTHS is 305,808 GSF, three-story building housing approximately 700 students in Grades 9-12.

Summary of Building Project
The MSBA Board of Directors approved the construction of a new $144.9 million school for 628 students in grades 9-12. As part of the two fold effort to meet the space summary square footage required for supporting Chapter 74 education and reducing construction cost, this option builds the minimum new space required for Career and Technical Educational program spaces and is designed for flexible multi-purpose instructional spaces with thoughtful consideration of the education program goals and best possible adjacencies. A New School for 628 students offering 16 Chapter 74 Career and Vocational Technical (CVTE) programs in two (2) Academies. As a result, the proposed building is designed to adapt to the slope of the site, remain outside the wetlands limits, avoiding the surface stream, ledge and underground organics where possible.

In elevation, the building is organized as four two-story buildings, stepping up the slope of the site to minimize the amount of blasting required and to maintain the appropriate wetland setbacks.

To determine the most cost effective and educationally appropriate solution for MINUTEMAN the design team had the following goals as a Basis of Design:

General Project Understanding
1. The new high school building is to be located in the Town of Lincoln on land already owned by the District.
2. The project would be funded by the MSBA and the member district towns.
3. The Project Team established design parameters based on review of the District’s Educational Program solution creating safe, sound, and sustainable learning environments.
4. The new school is smaller in size than the current school, with fewer students, offering a host of advanced career and technical education programs designed to meet the region’s current and emerging workforce needs.
5. The project meets MSBA’s Prescriptive Requirements for School Facility Design.
6. The project fulfills the MINUTEMAN RVTHS Educational Program, utilizing the Six Indicators.

General Design
New 628 student MRVTHS constructed on western portion of the site.

- Phasing of building construction during the school year is not necessary and construction activity will create minimal disruption.
- Preferred scheme of MINUTEMAN National Historic Park.
- Achieves a true Academy model with adjacencies of aligned CVTE shop spaces and supporting related classrooms on the Main Level and an academic classroom group (science lab, general classrooms, teacher planning, etc.) for each Academy is located on the Second Level.
- Separate lobby spaces for the shop areas and public areas (Café, Technical Theatre, and Gymnasium) allow controlled public access to these areas.
- One entrance and thoughtful design features support effective security that welcomes the public to experience school services provided by each Academy. Direct access from the exterior at grade is provided for CVTE shops for shipping, exterior classroom activities, or controlled access by the public.
- Career Academies are arranged with CVTE shop spaces on the lower levels and an academic classroom group (science lab, general classrooms, teacher planning, etc.) for each CVTE program on the Upper Level.
- Classrooms are located on the building perimeter instead of the interior to take advantage of the light and views to the exterior.
Design Aesthetics
Based on discussion with the MSBA Board Subcommittee, the MINUTEMAN Project Team recognizes that the design does not need to replicate an industrial look in order to be innovative, interesting and reflect the professional and collaborative environment that the team is seeking. A primary feature of the design includes organizing the school into two distinct academies within the 258,332 GSF facility. The aesthetics of each Academy provides a foreshadowing of the values of each Academy, yet work in unison with the site amenities.

The Engineering, Construction, and Trades Academy will be located at the northern portion of the building and the Life Sciences and Services Academy to the south. The middle portion of the building is reserved for shared resources such as the Main Entry, Administration, Media Center, Gymnasium, and a Technical Theatre.

Each Academy will have a dedicated flexible common space for project based learning, student display, and collaboration. The intent is for each academy to create its own identity within its dedicated common space.

The overall school identity, which incorporates aspects of both academies, will be defined in the schools common lobby space adjacent to the Main Entry. The proposed materials will suggest a clean high tech aesthetic to reflect 21st century learning techniques and trends that can be used as learning opportunities by the students. Exterior envelope materials may include a combination of masonry, glass, Kalwall, and metal panel with contrasting textures and deep profiles. A muted earthy color pallet is anticipated to blend the innovative architecture with the existing context of the wooded site and adjacent properties including Minute Man National Historic Park.

Glass and Kalwall systems will be used to introduce natural light in common spaces used for student display and collaboration and are located on non-south facing walls to minimize glare. Clerestory windows and light monitors are used to provide indirect daylight into interior spaces.

Public engagement spaces will be pronounced at the exterior, and shall have a professional and inviting appearance that is commensurate with each discipline.

Site improvements will include reconstruction of the driveways, parking areas and walkways throughout the site. A dedicated bus loop and parent drop-off area will be incorporated into the redesign of the site roadway network.

Pedestrian and vehicular bridges will span an open channel wetland separating the proposed parking with the new school. Bridge and site materials may include steel, stone, and wood to echo the existing landscape features on the Battle Road in the adjacent Minute Man National Historic Park. The existing school would be demolished after the new school is built and site restoration completed.
SECTION TWO
SCOPE OF WORK

The Construction Manager shall be responsible for complete construction management services for all phases of the project for a guaranteed maximum price. At each phase, MINUTEMAN Regional Vocational Technical School District at its sole discretion will determine whether it will proceed to the next phase or terminate Construction Manager Services on the project. Certain trade construction work will be procured using procedures similar to the Mass General Laws Chapter 149 Filed Sub-bid laws after a pre-qualification process. The procedure is specified in Chapter 193 of the Acts of 2004 in the Mass. General Laws Chapter 149A. The following is an outline of services anticipated.

A. Pre-Construction (Design) Phase
1. Review and recommend revisions, if appropriate, to the project master Schedule, Construction Budget and permitting plan developed by MINUTEMAN Regional Vocational Technical School District.

2. Develop the scope of work and prepare bid packages in concert with the Designer (MINUTEMAN Regional Vocational Technical School District will provide a template for the Trade bid packages) for each trade to be bid and participate in the prequalification and qualification of each of the Trade Contractor and other subcontractors as defined by law.

3. Attend and, if requested by MINUTEMAN Regional Vocational Technical School District, schedule, and lead periodic project meetings and special meetings for the exchange of information concerning the project, and review of design progress, permits and approvals. All meetings shall be held at a location and time convenient to the MINUTEMAN Regional Vocational Technical School District Project Manager.

4. Review the design documents and other construction documents and make recommendations to MINUTEMAN Regional Vocational Technical School District as to value engineering, constructability, suitability of materials and equipment, scheduling, time, methods and sequence of construction, and the clarity, consistency and coordination of documentation.

5. Perform detailed cost estimates for the entire construction and for phases or portions of the work as directed by MINUTEMAN Regional Vocational Technical School District, and work with the project designer to reconcile differences.

6. The CM shall assign a professional project scheduler possessing building and site design and construction experience. If deemed qualified by MINUTEMAN Regional Vocational Technical School District, the CM can assign an in-house scheduler. Develop a detailed critical path method (CPM) schedule that identifies all design activities, permits and all other activities required to be completed before construction activities can begin and a preliminary construction schedule. The CPM project schedules shall be developed using Microsoft Project’s latest version or Primavera and submitted no later than March 1, 2017

7. Develop, in coordination with SKANSKA, a system for tracking project costs and cash flow.

8. Conduct activities relating to the procurement and award of Trade Contracts and all other contracts for the furnishing of labor, materials, equipment, or other services in connection with the construction of this project, in accordance with procedures to be developed by MINUTEMAN Regional Vocational Technical School District and in a manner to meet the Minority Business Enterprise and Women Business Enterprise goals set by MINUTEMAN Regional Vocational Technical School District for the project.
B. Construction Phase  
1. Obtain and pay for all required construction related permits.

2. Furnish bonds and insurance as required by the contract documents.

3. Provide and maintain a construction site office and provide all site management and administration.

4. Manage and coordinate all Trade Contractors and subcontractors and others engaged in the performance of the work.

5. Proceed in a manner to meet Women Business Enterprise and Minority Business Enterprise participation goals and minority workforce goals for the Project. Participate in programs encouraging and facilitating local workforce involvement in the Project.

6. Implement procedures following MINUTEMAN Regional Vocational Technical School District’s standards for reviewing and processing requests for information or clarifications and interpretations of the contract documents; shop drawings, samples, and all other submittals, contract schedule adjustments, change order proposals, proposals for substitutions, payment applications, as-built drawings, and maintenance of logs using the internet-based PMAS/Prolog system software.

7. Continuously supervise and observe all work in progress so as to ensure that the work is proceeding in accordance with the construction contract documents.

8. Attend and, if requested by MINUTEMAN Regional Vocational Technical School District, schedule and lead regular project and construction progress meetings, and conduct regular meetings at the site with each subcontractor. All meetings shall be held at a location and time convenient to the SKANSKA Project Manager.

9. Develop and implement a change order control system using a software package to be approved by SKANSKA.

10. Establish and implement a Quality Control program including monitoring the quality programs of all subcontractors.

11. Develop and implement a project wide safety program, including monitoring and enforcement of the program for Trade and subcontractors.

12. Monitor closely the progress of construction of each subcontractor, prepare a construction schedule report at least monthly and, if and as necessary, prepare and submit recovery schedules.

13. Provide a part-time project-dedicated scheduler to develop, maintain and update the detailed CPM schedule.

14. Furnish monthly reports concerning the progress of the work which address: (a) compliance with the construction schedule, (b) status of testing and inspection activities performed by the CM and subcontractors, (c) status of shop drawings and submittals, (d) status of change orders, (e) status of MBE/WBE participation, and (f) other matters relating to the progress of work as directed by SKANSKA.

15. Determine when each subcontractor’s work is substantially complete and prepare a list of incomplete work and work which does not conform to the requirements of the construction documents.
16. Maintain complete and accurate records, including (a) correspondence, (b) meeting notes and minutes, (c) shop drawings and submittals, (d) construction documents including change orders, (e) clarifications and interpretations of the construction documents issued by the project designer, (f) progress reports including observations of the testing performed, (g) as-built drawings, (h) current wage rate sheets from sub and trade contractors and (i) all other project related documents.

C. Post-Construction Phase
In accordance with the project designer, develop and implement procedures for orderly completion of punch list items, checkout of utilities, operational systems and equipment and initial start up and testing. Preparation and delivery to SKANSKA warranties, as built drawings, maintenance manuals, LEED application and submittals, and the like, and generally administer closeout of the project. Ensure performance of all warranty obligations, resolution of all claims and other post-construction requirements.