

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

REQUEST FOR QUALIFICATIONS

FOR

OWNER'S PROJECT MANAGER AT THE NEW BEDFORD STATE PIER

DATE: DECEMBER 2, 2019

1. BACKGROUND

The Massachusetts Development Finance Agency (“MassDevelopment,” “Owner¹,” or “Agency”) is a body politic and corporate created by the Commonwealth of Massachusetts to help foster economic development across the Commonwealth. The Agency is governed by an 11-member Board of Directors. MassDevelopment prides itself on a team-oriented, solutions-based approach to economic development. The Agency provides its clients with entrepreneurial solutions to complex real estate projects and financing options that create economic opportunities in Massachusetts. Our staff is located in offices throughout the Commonwealth.

The Agency is seeking the services of a qualified “Owner’s Project Manager” with at least the minimum qualifications as defined in Massachusetts General Laws Chapter 149, Section 44A½ (“OPM”) and as further defined in the provisions of this Request for Qualifications (“RFQ”), to represent the Agency during the design, renovation, and construction at Building 2, a refrigerated warehouse (“Building 2” or “warehouse”), at the New Bedford State Pier, New Bedford, Massachusetts (“NBSP”) to provide year-round (365 days per year) cooling to a minimum temperature of 40 degrees when the exterior conditions are a maximum of 95 degrees while maintaining humidity levels appropriate for the storage of perishable products.

2. BACKGROUND

The Commonwealth of Massachusetts, through the Department of Conservation and Recreation (“DCR”), owns the NBSP. The Agency is managing the NBSP through a Memorandum of Agreement with DCR. By way of background, Building 2 was initially constructed as an unconditioned dry warehouse. DCR and the Department of Capital Management and Maintenance (“DCAMM”) refrigerated the warehouse to accommodate perishable products. Initially completed in 2017, the refrigeration component of Building 2 at the NBSP appeared to achieve the objective of modifying an unconditioned dry warehouse into a temperature-controlled environment able to maintain an interior temperature of 40 degrees. However, in modeling the operations of a large cargo vessel unloading perishable product during the summer months of 2018, significant condensation within the warehouse was identified. During testing, the cargo overhead doors could not be opened for more than two hours without significant condensation appearing throughout the warehouse. The operational objective for the following project will be for large cargo vessel unloading perishable products that require the cargo overhead doors to remain open throughout a 10-12 hour operation per day for multiple days.

¹ MassDevelopment, as described in the body of this RFQ, manages the New Bedford State Pier (“NBSP”) pursuant to a Memorandum of Agreement (“MOA”) with the Department of Conservation and Recreation (“DCR”), dated December 1, 2017. Thus, the Agency does not “own” the NBSP, in the commonly understood meaning of the word.

MassDevelopment engaged a forensic engineering team, led by Lerner/Ladds+Bartels, Inc., doing business as LLB Architects (“LLB Architects”), to identify the potential warehouse deficiencies causing the condensation. LLB Architects submitted the New Bedford State Pier Reefer Study 2019 Draft Report, dated May 14, 2019 (“Reefer Study”). The Reefer Study proposed “a betterment to the existing conditions extending use throughout the year with operational restrictions (within an estimated construction budget of \$1.7M) in lieu of a complete replacement of the building with a fully engineered design valued at approximately \$9M.”

3. PROJECT DESCRIPTION AND OBJECTIVES

The “Project” is to design and construct a solution to provide year-round (365 days per year) cooling to a minimum temperature of 40 degrees at Building 2 when the exterior conditions are a maximum of 95 degrees, while maintaining humidity levels appropriate for the storage of perishable produce such as citrus, fruits, and vegetables. The cooling parameters must be coordinated with any operational limitations presented by the large cargo vessel unloading process. The Reefer Study is being provided as an attachment hereto to serve as a basis for potential solutions that were suggested during a study of the winter months.

The Agency’s objective is to engage a qualified OPM to represent the Agency during the design, renovation, and construction of the Project. Initially, the Agency is requesting the services of an OPM to represent the Agency during the study and schematic design phases of the Project. Subject to the approval of the Project by DCR and the Commonwealth and further subject to the continued funding authorized by the Commonwealth, the contract between the Agency and the Agency’s OPM may be amended to include continued services through design development, construction documents, bid and award, construction, and final close of the Project.

4. SCOPE OF SERVICES

General

The OPM shall be responsible for and shall provide the services hereinafter described in connection with the Project (the “Scope of Services”). The OPM shall provide advice and counsel with respect to planning, utilization of building information modeling, lean construction concepts and integrated project delivery techniques for the Project, and consistent with the mode of procurement selected for the Project, advice and counsel with respect to design, value engineering, scope of the work, cost estimating, pre-qualification of designers, general contractors, construction managers, independent engineers and commissioning agents, trade contractors and subcontractors and any other consultants engaged by the Owner for the Project, and the selection, negotiation with and oversight of designers, general contractors and construction managers, trade contractors and subcontractors as appropriate to the procurement method utilized by the Owner, independent engineers and commissioning agents and any other consultants engaged by the Owner for the Project, scheduling, ensuring the preparation of construction schedules which shall serve as control standards for monitoring performance of the Project, and

assisting in Project evaluation including, but not limited to, written evaluations of the performance of the design professionals, contractors, and subcontractors.

Services Through All Phases of the Project

Throughout all phases of the Project, the OPM shall provide the following services: project meeting schedule, project schedule, project budget, monthly progress reports, weekly logs, advise and assist with any claims and disputes, maintain project records, monitor contractor operations and work with the Agency project manager to make sure that the Project is not interfering with pier operations.

Pre-Design Phase Support Services

Throughout the pre-design phase of the Project, the OPM shall gather information required to become familiar with the Project and the people that must be communicated with during the design process. The OPM shall provide advice, consultation, and guidance and manage the process for the Agency and any development partners relative to:

- Preparation of the project scope, budget, and schedule;
- Preparation of designer selection materials;
- Preparation of designer services contracts;
- Selection of designers and other consultants in accordance with applicable laws including execution of contracts and maintenance and tracking of insurance certificates; and
- Establishment of design criteria.

Design & Construction Support Services

If the Agency elects to move forward, throughout the design and construction phase of the Project, the OPM shall provide the following services: design review, permitting assistance, preliminary investigations, design contract oversight, value engineering, insurance monitoring, prevailing wage monitoring, quality of the work monitoring, review of safety programs, review of all proposed change orders and pending or potential claims and make recommendations to the Agency, develop, implement and coordinate a procedure for the processing of contractor's applications for payment on a monthly basis, monitor the designer's review of drawings and submittals, inspection of construction, close-out of the Project, and monitor the activities and responsibilities of the designer and the contractor in the close out and commissioning of the Project.

Procurement Support Services

If the Agency elects to move forward, throughout the procurement of construction services for the Project, the OPM shall provide the following services: any general services procured through M.G.L. c. 149, procurement strategy, coordination of long lead items, procurement materials, pre-bid meetings and activities, trade contractors, bidder evaluation, bid analysis with preparation of bid comparison sheets, assist in the negotiation, award and execution of all design, independent engineering, and other consultant contracts, the construction contract, and any amendments as applicable.

Customary Services/Other Duties/Limitations of Authority

Throughout all phases of the Project, the OPM shall provide all services customarily performed as part of project management for projects of similar type, scope and complexity in order to appropriately manage and complete, in a timely and cost effective manner, a high quality capital project. The OPM shall provide any other duties and responsibilities as may be requested by the Agency from time to time. The OPM's authority shall be limited pursuant to the provisions of the contract.

These services will be provided by the OPM pursuant to a contract titled Owner's Project Management Services Agreement to be prepared by the Agency and substantially in the form attached hereto as Attachment 1. The Agency reserves the right to negotiate the final terms of the contract and compensation. Should the Agency be unable to negotiate a satisfactory fee with the selected respondent, then the next highest ranked respondent will be selected and the negotiation process repeated.

5. MINIMUM REQUIREMENTS AND EVALUATION CRITERIA

Minimum Requirements

In order to be eligible for selection, each respondent must certify that it meets the following minimum requirements. Any response that fails to include evidence in its response demonstrating that these criteria have been met, may be rejected without further consideration.

Each respondent must designate an individual who will serve as the OPM. The OPM shall meet the requirements of Massachusetts General Laws Chapter 149, Section 44A1/2, which includes meeting the following minimum requirements:

- The OPM shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years' experience in the construction and supervision of construction and design of public buildings;
- or,
- if not registered as an architect or professional engineer, the Project Director must be a person who has at least seven years' experience in the construction and supervision of construction and design of public buildings.

In addition to the minimum requirements, MassDevelopment strongly prefers that the individual designated to serve as the OPM has the following credentials:

- 10+ years of OPM experience
- Experience with refrigerated commercial projects
- Experience in projects between \$1M and \$10M
- Experience in projects with public procurement (M.G.L. Chapter 149)
- Experience in redevelopment / renovation projects within occupied spaces

Evaluation Criteria

MassDevelopment's selection committee will evaluate and compare each submitted proposal using the following evaluation criteria. The criteria are not listed in any order of importance:

- Prior similar experience
- Past performance on projects of similar size, scope and complexity
- Financial stability
- Ability of the firm to meet the project schedule
- Current total workload
- Demonstrated understanding of the Project

Determination of the successful respondent(s) will be made using a best value determination with the goal of making an award to the respondent who is responsible, possesses the management, financial and technical capabilities necessary to fulfill the requirements of the contract, whose submittal conforms to the RFQ's requirements stated herein, and who is judged by an integrated assessment of the general considerations and specific criteria defined in the evaluation criteria set forth herein to be most advantageous to MassDevelopment, with the proposed price and other factors considered.

MassDevelopment has determined that it is in the public interest, for purposes of this procurement, that evaluation factors relating to the respondent's submittal are more important than the proposed price. Therefore, MassDevelopment may select a respondent who offers a price higher than the lowest price among the responsible, eligible and qualified respondents if it is determined that the additional technical merit offered is worth the additional price in relation to the other submittals received. For evaluation purposes, if the submittals received are determined to be technically comparable, then the proposed price becomes more important.

6. SELECTION PROCESS AND SELECTION SCHEDULE

The following is a tentative schedule of the selection process, subject to change at the Agency's discretion.

TIME AND DATE	ACTION ITEM
December 2, 2019	RFQ Available
December 13, 2019 10:00 AM	Informational meeting and mandatory site inspection at New Bedford State Pier, New Bedford, MA
December 18, 2019 by 5:00 PM	Last day for questions from Respondents
December 23, 2019	Response to Questions Issued

January 7, 2020 by 3:00 PM

Responses due – Expression of Interest
Forms must be submitted using the
website in Section 7

Week of January 13, 2020

Interview short-listed Respondents

All inquiries concerning this RFQ must be addressed to the following person:

Gary Walker
Senior Vice President
MassDevelopment
99 High Street, 11th Floor
Boston, MA
(617) 330-2080
walker@massdevelopment.com

This RFQ has been distributed electronically using MassDevelopment's website. It is the responsibility of respondents to check the website for any addenda or modifications to this RFQ.

All questions should be submitted in writing on or before December 18, 2019 by 5:00PM. Email is preferable. Prospective respondents should note that all clarifications and questions regarding exceptions, including those relating to the terms and conditions of the contract, must be submitted during the question period. Answers to all questions of a substantive nature will be posted on MassDevelopment's website at (<https://www.massdevelopment.com/rfp-rfq/>). It is the responsibility of respondents to ensure that they receive all information pertaining to this RFQ by visiting the website link listed above.

7. REQUIREMENTS FOR CONTENT OF RESPONSE

All respondents shall submit the Expression of Interest form that is available at the below website link. The Expression of Interest submittal shall provide information relating to the elements listed below in sufficient detail to allow MassDevelopment to conduct an informed and fair selection process. The Expression of Interest form provides space to submit the following information:

- Firm Information
- Proposed Individual to be designated as OPM by respondent (information with resume, certifications, experience, and proposed hourly billing rates)
- Relevant Firm Experience and Current Workload
- Additional Information
- Diverse Business Enterprise (DBE) Participation Schedule and Narrative (See Attachment 2)
- A certificate of liability insurance setting forth the respondent's current liability insurance coverage including limits, deductibles, and a statement declaring the respondent's agreement, if awarded this contract, to purchase and maintain the liability insurance set forth below as evidenced by a certificate of insurance from

an insurance company having an A.M. Best rating of “A-, VII” and licensed to transact business in the Commonwealth of Massachusetts.

- a. Commercial General Liability Requirements, including personal injury and if applicable, product liability/completed operations coverage in the minimum amount of \$1 million personal injury, \$1 million per occurrence, and \$2 million general/product/completed operations aggregate. Policy must be written on a per project basis;
- b. Auto liability coverage for owned, hired and non-owned vehicles in the minimum amount of \$1 million per occurrence combined single limit;
- c. Workers’ Compensation for all its employees, as required by statute with employer’s liability of \$500,000 or more including \$500,000 accident and \$500,000 disease;
- d. Professional liability (errors & omissions) with per claim limits of not less than \$2 million;
- e. Crime Liability including Valuable Papers Insurance in an amount sufficient to assure the restoration of plans, drawings, computations, field notes, or other similar data relating to the services by respondent and the services and work under the Design Contract (including without limitation the Materials) in the event of loss or destruction while in the custody of respondent until the aforementioned items are turned over to MassDevelopment; and
- f. Umbrella Liability - \$5 million per occurrence and \$5 million aggregate written on a follow form basis.

Massachusetts Development Finance Agency, the Commonwealth of Massachusetts acting by and through the Department of Conservation and Recreation, and the Commonwealth of Massachusetts must be named as additional insured on (a), (b), (e), and (f) above.

Respondents to this RFQ must submit their Expression of Interest electronically at the following website:

<https://www.cognitofirms.com/MassDevelopment/OwnersProjectManagerAtTheNewBedfordStatePier>

Responses must be received no later than 3:00 PM on January 7, 2020. Any submittal received after the time specified will be considered a late submittal. A late submittal shall not be considered for award. Delays in transmittal shall not excuse late submissions.

8. PAYMENT SCHEDULE AND FEE EXPLANATION

MassDevelopment will negotiate the fee for services dependent upon an evaluation of the level of effort required, project complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the

initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

9. DIVERSE BUSINESS ENTERPRISES

MassDevelopment strongly encourages the use of Minority Owned Business Enterprises (“MBEs”), Women Owned Business Enterprises (“WBEs”), Veteran-Owned Business Enterprises (“VBEs”), and Service Disabled Veteran Business Enterprises (“SDVBEs”, and collectively with the MBEs, WBEs, and VBEs hereinafter referred to as “Diverse Business Enterprise(s)”), each as certified by or recognized as certified by the Commonwealth of Massachusetts Operational Services Division’s Supplier Diversity Office (“SDO”) pursuant to 425 CMR 2.00, as consultants, contractors, subconsultants, subcontractors, and suppliers in the procurement of its direct design, engineering, construction and all professional services.

Accordingly, MassDevelopment has developed a Diverse Business Participation Program (the “DBE Program”) which establishes criteria to encourage and measure participation by Diverse Business Enterprises in the provision of such services. The DBE Program addresses MassDevelopment’s commitment and the commitment of respondents to this RFQ, to seek opportunities for Diverse Business Enterprise participation in this contract.

Please see Attachment 2 for MassDevelopment’s DBE Program guidelines and forms which must be submitted in the respondent’s Expression of Interest submittal.

10. SELECTION PROCESS

Only responses containing the Minimum Requirements and Evaluation Criteria (Section 5) and the Requirements for Content of Response (Section 7) may be considered for further evaluation.

There will be no public opening of responses submitted under this RFQ. An internal selection committee will be convened to review the submittals, and this committee may or may not contact respondents for further clarification or interviews and may also contact references. The committee reserves the right to identify a “short list” of qualified respondents for follow-up interviews or to make recommendations based on the information contained in the submittals. Instructions for interviews, if required, will be provided to the short-listed respondents.

MassDevelopment reserves the right to waive any of the formal requirements of this RFQ, to request additional information from any respondent, to award without negotiations or discussions, to negotiate with any respondent, to reject any or all submittals or parts of submittals, to solicit new submittals, and to award contracts to one or more respondents or to reject any or all respondents as it deems in its best interest.

11. GENERAL PROVISIONS

- a. MassDevelopment reserves the right to reject any or all responses or parts of responses, to solicit new responses, and to award contracts as it deems to be in its best interest.
- b. By submitting an expression of interest to MassDevelopment, the respondent is certifying that its offer is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this section, “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- c. Respondents are encouraged to utilize qualified Diverse Business Enterprises (as defined above). MassDevelopment hereby notifies all respondents that Diverse Business Enterprises will be afforded full opportunity to submit offers and/or submittals in response to this RFQ and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.
- d. Potential respondents are hereby notified that issuance of this RFQ and receipt of expression of interests does not assure that a respondent will be selected.
- e. MassDevelopment is not liable for any costs incurred by a respondent in the preparation and production of an expression of interest or for any work performed prior to contract execution.
- f. MassDevelopment reserves the right to waive any informalities, minor deviations, insignificant mistakes, and matters of form rather than substance and to seek clarification of the submittals, which can be waived or corrected without prejudice to other respondents, potential respondents, or MassDevelopment. No officer or agent of MassDevelopment is authorized to waive this reservation.
- g. An expression of interest may be modified or withdrawn by a respondent prior to ten (10) business days after the submission deadline by delivering a written notice to Gary Walker at the location listed in Section 6.
- h. Any expression of interest submitted in response to this RFQ that is not modified or withdrawn as specified in Section 11 (g) above, shall be considered a firm offer and shall remain effective unconditionally for ninety (90) days.
- i. No respondent shall hold any press conference, issue news releases, or make announcements concerning its selection or non-selection for a contract prior to MassDevelopment’s public release of this information; thereafter any such press conference, release, or announcement shall be made only after obtaining the written approval of MassDevelopment.
- j. MassDevelopment provides respondents with an opportunity to administratively resolve disputes, complaints, or inquiries related to MassDevelopment expression of interest solicitations or contract awards. MassDevelopment encourages respondents to seek resolution of disputes through consultation with MassDevelopment staff. All such matters will be accorded impartial and timely

consideration. If consultation with MassDevelopment staff does not lead to a resolution of the dispute, respondents must file a written dispute with the MassDevelopment Office of General Counsel.

- k. During the evaluation process, the content of each expression of interest will be held in confidence and details of any expression of interest will not be revealed (except as required under law).
- l. Unless otherwise specified in the response to the RFQ, the quoted price includes all overhead, insurance, taxes, fees, and licenses applicable to the delivery or services set forth in the submittal.
- m. Respondents are further advised that upon signing a contract, the selected respondent must certify that it has complied with any and all laws of the Commonwealth relating to the payment of taxes, reporting of employees and contractors, and withholding and remitting of child support as required by M.G.L. c.62C, §49A, and has either (i) filed all tax returns and paid all taxes required by law; (ii) has filed a pending application for abatement of such taxes; (iii) has a pending petition before the appellate tax board contesting such taxes; or (iv) does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth of Massachusetts; and must certify that it is a “Qualified Employer” or an “Exempt Employer” as defined under Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12.00 *et. seq.* as provided in the contract. A respondent’s failure to certify compliance with said laws would be cause for MassDevelopment not to enter into a contract. MassDevelopment further reserves the right to investigate, at any time prior to MassDevelopment’s execution of a contract or during the term of a contract, any information indicating that there has been a failure to comply with said laws. If MassDevelopment determines that any selected respondent has not complied with said laws, it shall decline to enter into a contract, may terminate any contract entered into, and further may decline to extend the contract.
- n. This procurement is subject to M.G.L. c. 7 §§ 22C - 22F which provides that a state agency, state authority, the house of representatives or the senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland, who fails to certify that:
 - i. he/she does not discriminate in employment, compensation, or terms, conditions and privileges of employment on account of religious or political belief; and
 - ii. he/she promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
 - iii. he/she is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Mass. Gen. Laws c. 7, §§22C – 22F shall not apply if (i) the procurement is essential, as determined by MassDevelopment, and compliance would eliminate the only submittal or offer or would result in inadequate competition; or (ii) there is not comparable submittal or offer (i.e. within 10%) by a certifying firm; or (iii) the firm does not employ ten or more employees in an office or other facility located in Northern Ireland.

- o. MassDevelopment is subject to the requirements concerning the disclosure of public records under the Massachusetts Public Records law, M.G.L. c. 66, and thus documents and other materials made or received by MassDevelopment are subject to public disclosure.
- p. All respondents must be registered to do business and be in good standing with the Massachusetts Secretary of State's Office in order to transact business in Massachusetts. MassDevelopment may request evidence of good standing prior to entering into any contract.
- q. A respondent will not be selected if it appears on any list of debarred or suspended contractors maintained by the Commonwealth or the Federal government.
- r. See the attached contract form for other certifications and other provisions with which the selected respondents must comply. MassDevelopment reserves the right to modify this contract and certifications to the extent it deems necessary.

12. ATTACHMENTS

- a. Form of Agreement for Owner's Project Manager Services Contract (Attachment 1)
- b. MassDevelopment's Diverse Business Participation Program Guidelines (Attachment 2)
- c. New Bedford State Pier Reefer Study 2019 – Draft Report dated May 14, 2019, prepared by LLB Architects (Attachment 3 – This Reefer Study Draft Report is available for download at the link provided)
- d. Expression of Interest Form (Attachment 4 – Paper form attached, and link to website for electronic submission)

Attachment 1 – Form of Contract for Owner’s Project Management Services Agreement [Attached Below]

OWNER’S PROJECT MANAGEMENT SERVICES AGREEMENT

This Owner’s Project Management Services Agreement (the “Agreement”) dated this ____ day of _____, 2019 (the “Effective Date”), between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and _____ (the “OPM”).

WITNESSETH THAT

WHEREAS, MassDevelopment engaged in an procurement process in order to procure an Owner’s Project Manager in accordance with Massachusetts General Law ch. 149, Sec. 44A1/2;

WHEREAS, MassDevelopment seeks Owner’s Project Manager services for the design, renovation, and construction at Building 2, a refrigerated warehouse (“Building 2” or “warehouse”), at the New Bedford State Pier, New Bedford, Massachusetts (“NBSP”) to provide year-round (365 days per year) cooling to a minimum temperature of 40 degrees when the exterior conditions are a maximum of 95 degrees while maintaining humidity levels appropriate for the storage of perishable products (the “Project”);

WHEREAS, the Commonwealth of Massachusetts (“Commonwealth”), through the Department of Conservation and Recreation (“DCR”), is the owner of the NBSP, including all buildings, structures and improvements thereon and appurtenant thereto and MassDevelopment entered into an agreement with DCR pursuant to which MassDevelopment will manage and oversee the operations of the NBSP on behalf of DCR; and

WHEREAS, MassDevelopment has selected the OPM to provide such services for the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OPM and MassDevelopment hereby agree as follows:

1. **Services.** OPM shall provide to MassDevelopment project management services consisting of the services described in Article 4 (the “Services”). Initially, MassDevelopment is requesting the OPM to perform the Services during the Study and Schematic Design Phases. Subject to the approval of the Project by DCR and the

Commonwealth and further subject to the continued funding authorized by the Commonwealth, the additional services may be added if requested by MassDevelopment in writing to the OPM. MassDevelopment and OPM agree that the Services to be provided hereunder shall include those project management services required under M.G.L. c 149, Section 44A½, to the extent applicable to the Project, even if any such project management service is not listed in Article 4 if approved by MassDevelopment. OPM shall not contract or subcontract with third parties without MassDevelopment's prior approval, for completion of all or part of the Services.

2. **Term.** The term of this Agreement shall commence upon the Effective Date and shall expire at midnight on _____ (the "**Term**"), unless extended or sooner terminated in accordance with this Agreement.

3. **OPM's Performance of Services.** The OPM will be responsible for providing MassDevelopment all project manager services necessary in connection with the planning, design, construction and commissioning of the Project, as the same may be modified during the term of this Agreement. In the performance of its obligations hereunder, the OPM accepts the relationship of trust and confidence established between it and MassDevelopment by this Agreement. The OPM covenants with MassDevelopment to furnish its best professional skill, judgment and attention consistent with the applicable professional standard of care to further and protect the interests of MassDevelopment with regard to the Project. The OPM agrees to furnish efficient business administration and superintendence when rendering its services under this Agreement and to use its best efforts to ensure that the Project is completed in the most expeditious and economical manner possible consistent with the interests of MassDevelopment.

4. **Services.**

4.1 **Generally.** OPM shall be responsible for and shall provide the services hereinafter described in connection with the Project. OPM shall provide advice and counsel with respect to planning, utilization of building information modeling, lean construction concepts and integrated project delivery techniques for the Project, and consistent with the mode of procurement selected for the Project, advice and counsel with respect to design, value engineering, scope of the work, cost estimating, pre-qualification of designers, general contractors, construction managers, independent engineers and commissioning agents, trade contractors and subcontractors and any other consultants engaged by MassDevelopment for the Project, and the selection, negotiation with and oversight of designers, general contractors and construction managers, trade contractors and subcontractors as appropriate to the procurement method utilized by MassDevelopment, independent engineers and commissioning agents and any other consultants engaged by MassDevelopment for the Project, scheduling, ensuring the preparation of construction schedules which shall serve as control standards for monitoring performance of the Project, and assisting in Project evaluation including, but not limited to, written evaluations of the performance of the design professionals, contractors, and subcontractors;

4.2 All Phases. Throughout all phases of the Project, OPM shall provide the following services:

4.2.1 Project Meetings. OPM shall develop a comprehensive Project meeting schedule, review agendas for the meetings and facilitate distribution of the agendas, attend all meetings, and review and facilitate distribution of meeting minutes to all participants.

4.2.2 Project Schedule. OPM shall prepare for MassDevelopment a Project schedule which shall serve as the control standard for monitoring performance on the Project, and shall maintain and monitor such Project schedule incorporating the pre-design, design, preconstruction, construction, commissioning, and close-out/turnover activities of the Project; incorporate schedules prepared by the designer and the contractor into the Project schedule as they become available; with input from the designer and the contractor, provide narratives to MassDevelopment describing the status of the Project schedule, deviations from the baseline schedule, and other material schedule information; review the contractor's schedule for logic, sequence and duration, and report to MassDevelopment on same; and make recommendations to MassDevelopment and designer to accept or reject the contractor's schedules.

4.2.3 Project Budget. OPM shall develop and monitor the Project budget; coordinate the preparation of MassDevelopment's independent estimates, if any, and ensure that cost estimates prepared by the designer and the contractor are fully reconciled with each other and with estimates prepared by MassDevelopment; prepare estimates of all Project soft costs and track all costs throughout the duration of the Project; with input from the designer and the contractor, provide narratives to MassDevelopment describing the status of the Project budget, deviations from the baseline budget, and other material budget information, including expenditure of the project contingency; and track the projected draw schedule of the contractor against the actual monthly requisitions. OPM shall immediately report to MassDevelopment any variances in the Project budget, including a detailed explanation as to the source of such variances and proposed reconciliation of the same.

4.2.4 Monitoring of Compliance with MBE/WBE and related Goals. OPM shall monitor compliance with the Project's MBE/WBE and workforce participation goals, if any.

4.2.5 Monthly Progress Reports. OPM shall submit monthly progress reports to MassDevelopment and others as determined by MassDevelopment. Such reports shall include, but not be limited to: safety and security, progress photographs; current budget and schedule status including any variances to the Project budget or schedule with recommendations for reconciliation of the same; a review of quality of the work; a description of any encountered or anticipated problems at the site; a detailed listing of proposed and pending change orders along with recommendations regarding approval of the same; a detailed listing of potential and actual claims and disputes along with recommendations and

strategies for resolution of the same; current and cumulative Project data regarding the tracking and participation of women and minorities and women-owned and minority-owned firms in the Project. OPM shall also submit monthly reports tracking its actual monthly and cumulative man hours and fee with comparison to its projected man hours and fee. Such monthly reports shall be submitted by OPM within five (5) business days of the end of the prior month, unless otherwise approved by MassDevelopment.

4.2.6 Weekly Log. During construction, OPM shall maintain a weekly log showing work accomplished, number of workers present, weather conditions, visitors to the site, oral instructions and interpretations given, problems encountered and issues raised, and other pertinent information; and distribute copies to MassDevelopment, designer, and contractor.

4.2.7 Claims and Disputes. OPM shall advise and assist MassDevelopment with respect to the avoidance and resolution of field problems, claims, and disputes.

4.2.8 Project Records. OPM shall maintain comprehensive Project records throughout the course of the Project, including all correspondence, contracts, drawings, specifications and other contract documents, addenda, change orders and other contract modifications, written interpretations, an inventory of architect's supplemental instructions, shop drawings, product data, samples, submittals, and maintenance and operating manuals. Such records shall be available to MassDevelopment, and OPM shall ensure that such records are delivered to MassDevelopment or its designee for each specific type of record at the completion of the Project. OPM shall be expected to maintain Project records in hard-copy or electronic form, as appropriate.

4.2.9 Contractor Operations. OPM shall work with the contractor to ensure that all construction work is performed in conformance with property rules and regulations.

4.2.10 Commissioning. OPM shall work with the commissioning agent to ensure that all commissioning work is performed in conformance with property rules and regulations and so as not to interfere with property operations.

4.3 Design & Construction Support Services.

4.3.1 Design Review. OPM shall review design drawings and specifications at every stage of completion in coordination with MassDevelopment, designer, and contractor; and conduct constructability analyses and evaluations of construction technology and methodology. OPM's design review shall be performed by individuals qualified to perform review of architectural, structural, mechanical-electrical-plumbing, and fire protection disciplines. Such design review shall include OPM's provision of written comments regarding constructability, coordination, and compliance with

applicable laws, including any requirements of M.G.L. c 149, particularly as it may pertain to filed sub-bids and “Trade” bids, as applicable.

4.3.2 Permitting. OPM shall assist MassDevelopment, contractor and designer by providing coordination of Project permits and other governmental approvals; prepare and regularly update and circulate a schedule of permits and approvals; establish and assign responsibility of designer and contractor and their consultants for each component of permit and approval procedures, and monitor progress; work with the other Project team members to prepare presentations to permitting authorities; and coordinate and attend meetings and hearings with permitting agencies, if required, and make or participate in presentations as requested by MassDevelopment.

4.3.3 Preliminary Investigations. OPM shall assist MassDevelopment in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work. The determination that any additional services or testing need to be performed shall rest with MassDevelopment.

4.3.4 Design Contract Oversight. OPM shall monitor the status of the designer contract including monitoring the schedule of the designer, provide review and comment of designer’s work product and make recommendations to MassDevelopment when, in the opinion of OPM, requirements of the designer’s contract with MassDevelopment are not being fulfilled.

4.3.5 Value Engineering. OPM shall coordinate and manage the value engineering process including providing value engineering alternatives for any part of OPM’s scope of services; track value engineering items through disposition, including incorporation into the contract documents by the designer; and provide recommendations to MassDevelopment on value engineering alternatives.

4.3.6 Insurance. OPM shall monitor all insurance coverage requirements for Project participants; and obtain and log all necessary certificates of insurance and advise MassDevelopment of any discrepancies.

4.3.7 Prevailing Wage. OPM shall maintain and monitor records of compliance with the Massachusetts Prevailing Wage Law; including obtaining an annual update of the wage schedule on the anniversary date of the project.

4.3.8 Quality of the Work. OPM shall continuously monitor construction work so as to assist the designer in determining, in general, that the work is being performed in accordance with the requirements of the contract documents; endeavor to guard MassDevelopment against defects and deficiencies in the work; and, as appropriate, make recommendations to MassDevelopment and the designer regarding special inspections or testing.

4.3.9 Safety. OPM shall review safety programs developed by the contractor for the Project; and notify MassDevelopment and contractor of any observed deviations from the safety program or special conditions requiring additional attention.

4.3.10 Changes and Claims. OPM shall work with the designer to review all proposed change orders and pending or potential claims and make recommendations to MassDevelopment regarding same. All changes and resolution of claims shall be subject to the final written approval by MassDevelopment. OPM shall prepare and process all documentation relating to change orders and resolution of claims for MassDevelopment's written approval and shall coordinate with the designer in connection with any required modifications to the contract documents. OPM shall maintain a document control system for logging and tracking change orders, claims, and disputes to resolution, identifying potential change orders with estimated values, submitted change orders, and approved change orders to identify a total change order exposure throughout the Project.

4.3.11 Applications for Payment. In coordination with MassDevelopment and the designer, OPM shall develop, implement, and coordinate a procedure for the processing of contractor's applications for payment on a monthly basis. OPM shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the designer, contractor, equipment vendors, and all other prime contractors and suppliers and make recommendations to MassDevelopment relative to amounts due.

4.3.12 Submittals. OPM shall monitor the designer's review of shop drawings, samples and other submittals, coordinate and expedite approval process where necessary, and ensure that the designer properly maintains appropriate logs of all submittals.

4.3.13 Inspection of Construction. The requirements to monitor construction work and/or to review safety programs developed by others and to observe safety program deviations as well as any notification obligations as set forth in Paragraphs 4.3.8 and 4.3.9, above, shall not constitute an obligation or responsibility of OPM to supervise, direct, or have control over the means and methods used to furnish the construction work, or warrant the quality of the work and or the safety of its performance, which authority OPM shall not have, nor will it give rise to any obligation of OPM to the contractor, trade contractors, subcontractors or their employees, or the public, with respect to the proper implementation of Project safety practices, precautions and programs by the contractor, trade contractors, or subcontractors on the Project.

4.3.14 Close-Out. OPM shall assist the designer in inspections and development of punch list items, monitor punch list completion, and completion of commissioning activities; review all Project close-out documentation, including as-built drawings, required for Project close-out to insure compliance

with the contract requirements; with the designer and MassDevelopment's maintenance personnel, observe the contractor's checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing; schedule and observe training programs on all building equipment and systems; and oversee transfer to MassDevelopment of guarantees, warranties, as-built drawings, keys, manuals, etc. and other close-out requirements.

4.3.15 Project Completion. OPM shall monitor the activities and responsibilities of the designer and the contractor in the close-out and commissioning of the Project; and assist in securing and reviewing and recommending approval of all Project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of state and local building authorities, certificate of substantial completion, certificate of final completion, occupancy permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and MassDevelopment.

4.4 Procurement Support Services.

4.4.1 General. OPM shall assist MassDevelopment with all activities required to procure design and construction services for the Project in accordance with MassDevelopment's enabling act, M.G.L. c. 23G, whether such services are procured pursuant to M.G.L. c. 149 §§ 44A through 44H; M.G.L. c. 30; or such other methods as may be authorized by law, and the services of all designers, independent engineers, commissioning agents, and any other consultants to be engaged directly by MassDevelopment, including but not limited to the services identified in this Section 4.4.

4.4.2 Procurement Strategy. OPM shall develop a strategy, for review and approval of MassDevelopment, with respect to the procurement of all designers, general contractors, trade contractors and subcontractors, independent engineers and commissioning agents and any other consultants engaged directly by MassDevelopment, long-lead time materials and MassDevelopment purchased materials.

4.4.3 Long Lead Items. OPM shall coordinate the identification of long lead time items and early purchase and delivery of equipment.

4.4.4 Procurement Materials. OPM shall assist in the preparation of and coordinate the issuance and distribution of all bidding and procurement materials.

4.4.5 Pre-Bid Meetings and Activities. OPM shall conduct all pre-bid meetings, assist MassDevelopment with responses to questions from prospective bidders and coordinate and issuance of clarifications and addenda, such work to be done in coordination with the designer once selected.

4.4.6 Trade Contractors. As appropriate to the procurement method selected, OPM shall identify potential trade contractors, assist in trade contractor pre-qualification, advise as to the acceptability of trade contractors, including their capability, work load, management, scheduling techniques, manpower and project commitment. The selection of trade contractors shall be subject to the approval of MassDevelopment.

4.4.7 Bid Review and Analysis. In cooperation with the designer, OPM shall review all bids with respect to responsiveness, bidder eligibility, completeness, accuracy and analyze bid prices, including preparation of bid comparison sheets, and advise MassDevelopment as to trade jurisdictions and trade contractor bidding.

4.4.8 Bidder Evaluation. As required by the type of procurement used for the Project, OPM shall assist in the evaluation of bidders.

4.4.9 Bid Analysis. In cooperation with the designer, OPM shall analyze bids received from trade contractors, including preparation of bid comparison sheets, and advise MassDevelopment as to trade jurisdictions and trade contractor bidding.

4.4.10 Contracts. OPM shall assist MassDevelopment and MassDevelopment's legal counsel in the negotiation, award and execution of all design, independent engineering, commissioning agent and other consultant contracts, and the construction contract, as applicable.

4.5 Customary Services. OPM shall provide all services customarily performed as part of project management for projects of similar type, scope and complexity in order to appropriately manage and complete, in a timely and cost effective manner, a high quality capital project.

4.6 Other Duties. OPM shall provide any other duties and responsibilities as may from time to time be requested by MassDevelopment.

4.7 Limitations of Authority. Notwithstanding the foregoing, OPM shall not have authority to and shall not:

- (a) Authorize deviations from the requirements of the contract documents;
- (b) Approve substitute materials or equipment not otherwise permitted by the contract documents;
- (c) Authorize use of proprietary specifications in connection with the Project;
- (d) Sign change orders without the express written approval of MassDevelopment;
- (e) Personally conduct or participate in tests or third party inspections, except as authorized in writing by MassDevelopment;

- (f) Assume any of the responsibilities of the designer, contractor, trade contractors, or subcontractors in connection with the Project, or bind MassDevelopment except as specifically authorized in this Agreement;
- (g) Issue any Certificate for Payment or Certificate of Substantial or Final Completion;
- (h) Order the contractor to stop the work or any portion thereof, except in an emergency or as otherwise authorized by MassDevelopment; or
- (i) Otherwise act outside the scope of its authority under this Agreement.

5. **Time of Performance.**

5.1 **Project Schedule.** OPM shall commence performance of the Services for the Project upon the issuance of a written notice to proceed from MassDevelopment and shall perform its services in accordance with the Project Schedule set forth in **Exhibit B**, which is attached hereto, incorporated herein by reference and made a part of this Agreement, which Project Schedule may be amended by MassDevelopment at any time and for any reason. The Project Schedule shall incorporate all of the Project milestones or critical path activity and in the event that a Project milestone or critical path activity is not met, OPM shall propose a recovery schedule to mitigate cost and schedule impacts to the Project and the Project Schedule. All services performed by OPM prior to the date of execution of this Agreement in connection with the Project shall be subject to and deemed to have been performed pursuant to the terms and conditions of this Agreement. OPM shall perform its services expeditiously and continuously from commencement through completion of construction, closeout and commissioning of all aspects of the Project.

5.2 **Time is of the Essence.** Time is of the essence of this Agreement and the Project including each of the Project milestones. Without limitation of OPM's general obligations under this Agreement, OPM agrees to adhere to the Project Schedule set forth in **Exhibit B** as it may be amended by MassDevelopment from time to time.

6. **MassDevelopment's Responsibilities.**

6.1 **Provide Project Information.** MassDevelopment shall provide OPM with adequate data, plans and other information regarding MassDevelopment's requirements for the Project, including without limitation any desired or required schedules and any budgetary requirements. OPM shall be entitled to reasonably rely on the sufficiency and accuracy of the information furnished under this Agreement, provided that OPM shall notify MassDevelopment in writing of any deficiencies in such information about which OPM becomes aware.

6.2 **Review of Documents.** MassDevelopment shall review any documents submitted by OPM requiring MassDevelopment's decision, and shall render any required decisions pertaining thereto in a timely and complete manner.

6.3 Access to Project Site. MassDevelopment shall provide OPM access to the Project site as necessary for OPM to perform this Agreement.

6.4 Cooperation to Secure Permits. MassDevelopment shall cooperate with OPM in securing any necessary licenses, permits, certificates, approvals or other necessary authorizations for the construction and occupancy of the Project.

6.5 Timely Performance. MassDevelopment shall perform all obligations set forth in this Agreement in a reasonably expeditious fashion so as to permit the timely payment of OPM and the orderly progress of OPM's Services and the Project.

6.6 OPM's Reviews, Inspections, Approvals, and Payments. OPM's review, inspection, or approval of any design or construction document, any schedules, or any documents prepared or submitted by MassDevelopment shall be solely for the purpose of determining whether the same are generally consistent with the Project requirements. Provided that OPM has met its obligations under this Agreement, no such review, inspection, or approval by OPM shall relieve OPM of its responsibility for the performance of its obligations under this Agreement or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and work product.

6.7 Non-Waiver. It is expressly agreed that MassDevelopment's failure to exercise any right or remedy or to require OPM's compliance with its obligations under this Agreement shall not be a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

6.8 Notice of Nonperformance. If MassDevelopment believes that OPM is failing, or has failed, to perform properly and timely any of its obligations hereunder, MassDevelopment shall promptly furnish written notice of the same to OPM.

7. **OPM's and MassDevelopment's Representatives.** OPM and MassDevelopment have designated the following persons to serve as the principal points of contact between OPM and MassDevelopment regarding this Agreement:

For MassDevelopment:

Name:

Telephone:

Email:

_____@massdevelopment.com

For OPM:

Name:

Telephone:

Email:

Each such individual shall serve as OPM's and MassDevelopment's representatives for the duration of the Project unless replaced by OPM and MassDevelopment, as applicable, with written notice of such replacement furnished to the other party. Each such individual is the only representative of OPM and MassDevelopment entitled to act on

behalf of OPM and MassDevelopment, respectively, with respect to this Agreement and the requirements hereof; provided, however, that neither individual has the authority to waive or modify any requirement, condition or term of this Agreement.

8. **Compensation.** For OPM's proper completion of the Services that are elected by MassDevelopment, MassDevelopment shall pay to OPM on the basis of the hourly rates for personnel utilized to perform such Services set forth in **Exhibit A**, which is attached hereto, an amount not to exceed \$ _____. OPM shall submit to MassDevelopment on a monthly basis invoices for Services rendered, which invoices shall be in such detail as MassDevelopment may reasonably require. MassDevelopment shall make payments to OPM within thirty (30) days of MassDevelopment's approval of OPM's invoice, which approval shall not be unreasonably withheld or delayed.

9. **Insurance.**

9.1 **Coverages.** Prior to providing any Services, OPM shall procure and maintain, and shall cause all subconsultants to procure and maintain, insurance coverages of the following types and limits of liability listed below with respect to the Services to be performed under this Agreement. Notwithstanding the provisions of this Article, MassDevelopment reserves the right to require OPM to provide higher limits of insurance, including but not limited to professional liability, commercial general liability, and umbrella or excess liability insurance, as it shall determine to be appropriate in connection with the Project. Except as otherwise specifically provided in this Agreement, such insurance shall be provided at OPM's sole cost and expense and shall be in force and effect for the full term of the Agreement or for such longer period as this Article may require. With respect to each such required insurance coverage and policy, the following shall apply:

- (a) Workers' Compensation Insurance as required by M.G.L. c. 152.
- (b) Employers' Liability Insurance with a minimum limit of \$500,000 or more including \$500,000 accident and \$500,000 disease.
- (c) Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual Liability; Independent Contractors; Broad Form Property Damage; and Personal Injury) with minimum limits of \$1,000,000 per occurrence for Bodily Injury and Property Damage, \$1,000,000 Products/Completed Operations aggregate, \$2,000,000 General aggregate on a per project basis.
- (d) Comprehensive Automobile Liability Insurance (covering owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 per occurrence combined single limit.
- (e) Crime Liability including Valuable Papers Insurance in an amount sufficient to assure the restoration of plans, drawings, computations, field notes, or other similar data relating to the Services under this Agreement and the services and work under the Design Contract (including without limitation the Materials

(as defined below)) in the event of loss or destruction while in the custody of OPM until the aforementioned items are turned over to MassDevelopment.

- (f) Professional Liability Insurance covering errors, omissions and negligent acts of OPM and any person or entity for whose performance OPM is legally responsible with a minimum limit of \$1,000,000.
- (g) Umbrella Liability Insurance covering losses in excess of the insurance limits of all liability policies required under this Agreement with minimum limits of \$3,000,000 per occurrence, \$5,000,000 aggregate.

9.2 Primary Coverages. All coverages shall be primary (unless otherwise noted), shall be written on an occurrence basis (except for the Professional Liability Insurance policy, which may be written on a claims made basis), and shall be maintained without interruption from the date on which the Services commence through and until the expiration or earlier termination of this Agreement (except for the Professional Liability Insurance policy, which shall be maintained without interruption from the date on which the Services commence through and until the date that is at least one year after expiration or earlier termination of this Agreement).

9.3 Other Requirements. Certificates of insurance acceptable to MassDevelopment shall be filed with MassDevelopment prior to commencement of the Services. The certificates of insurance and the insurance policies required hereunder shall not expire for at least one year from the date of issuance, and shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire unless MassDevelopment has received at least thirty (30) days prior written notice. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of this coverage shall be submitted with the final application for payment. The Commercial General Liability, Comprehensive Automobile Liability, Valuable Papers Insurance and Umbrella Liability Insurance policies required hereunder shall name Massachusetts Development Finance Agency, the Commonwealth of Massachusetts, and the Commonwealth of Massachusetts acting by and through the Department of Conservation and Recreation, and their successors and assigns as additional insureds. Each insurance company shall be reputable, admitted to conduct business in Massachusetts and have at least an A-, VII rating by A.M. Best.

10. **Successors and Assigns; Assignment.** OPM and MassDevelopment each binds itself, its successors, assigns and legal representatives to the terms of this Agreement. Except as otherwise provided in Article 1 of this Agreement, the parties agree not to assign any rights or interests arising under this Agreement or make any person a third party beneficiary of this Agreement, without obtaining, on each occasion, the prior consent of the other party, which consent may be withheld for any reason or for no reason, in such party's sole and absolute discretion.

11. **Independent Contractor.** OPM shall perform the Services as an independent contractor and this Agreement shall not be construed to create a partnership, joint venture

or employment relationship between OPM and MassDevelopment. OPM shall not represent itself to be an employee or agent of MassDevelopment, and shall not enter into any contract on MassDevelopment's behalf or in its name. OPM shall retain full control over the manner in which it performs the Services, and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the Services. OPM and its employees are not entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of MassDevelopment.

12. **Conflict of Interest.** OPM understands that any person providing services under the Agreement will be a "special state employee," for purposes of M.G.L. Chapter 268A, but shall otherwise be an independent contractor and not an employee of MassDevelopment. OPM further agrees to comply with said Chapter 268A, as "special state employee," and to promptly disclose to MassDevelopment any activity under the Agreement by OPM or an employee thereof that is or may result in a violation thereof.

MassDevelopment acknowledges that OPM can perform services for other clients during the duration of this Agreement, provided such clients do not conflict with the services required under this Agreement and subject to applicable law.

13. **Indemnity.** OPM shall indemnify, defend and hold harmless MassDevelopment, the Commonwealth, and DCR, and all of their successors and assigns, officers, directors, lenders, shareholders, beneficial owners, trustees, partners, affiliates, agents, and employees ("Indemnified Parties") from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages, and liability to the extent caused by the OPM's breach of this Agreement or the negligence, omission or neglect of the OPM, or allegations thereof of OPM, its employees, agents, or representatives in the performance of the Services under the Agreement. In addition, to the fullest extent permitted by law, the OPM shall indemnify and hold harmless the Indemnified Parties from and against all suits, claims of liability for or on account of any injuries to persons or damage to property to the extent that the same are the result of the negligence or fault of the OPM in the performance of services covered by this Agreement and/or failure to comply with the terms and conditions of this Agreement, whether by the OPM or the OPM's employees, agents, or consultants.

14. **Equal Employment Opportunity.** In connection with the execution of the Agreement, OPM shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age (as defined by law), sex, sexual orientation, religion or physical or mental handicap. OPM agrees to comply with all applicable federal and state statutes prohibiting discrimination in employment including Title VII of the Civil Rights Acts of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, and Massachusetts General Laws Chapter 151B, section 4 (1).

If a complaint or claim alleging violation by OPM of such statutes regarding the execution of the Agreement is presented to the Massachusetts Commission Against Discrimination ("MCAD"), OPM agrees to cooperate with MCAD in the investigation

and disposition of such complaint or claim and to assume all legal fees in connection with the defense of such claim.

In the event of OPM's noncompliance with the provisions of this Article, MassDevelopment shall impose such sanctions as it deems appropriate, including, but not limited to: (i) withholding of payments due OPM under the Agreement until OPM complies; or (ii) termination or suspension of the Agreement.

15. **Legal Certifications.** By signing the Agreement, OPM certifies, under the pains and penalties of perjury, that it is in compliance with, and shall remain in compliance with, all legal requirements governing performance of this Agreement and OPM's authority to transact business in Massachusetts, and that OPM:

(1) is in compliance with all Massachusetts laws relating to the payment of taxes, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. c. 62C, § 49A, and has either (i) filed all tax returns and paid all taxes required by law; (ii) has filed a pending application for abatement of such taxes; (iii) has a pending petition before the appellate tax board contesting such taxes; or (iv) does not derive taxable income from Massachusetts sources such that it is subject to taxation by the Commonwealth of Massachusetts;

(2) is a "Qualified Employer" or an "Exempt Employer" as defined under Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12.00 et seq.;

(3) is in compliance with all federal and state laws and regulations prohibiting discrimination, including without limitation Executive Order 11246;

(4) is not currently debarred or suspended from doing business with any governmental entity by the Commonwealth of Massachusetts, or any of its entities or subdivisions under any Commonwealth law or regulation, including without limitation M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C, and that it is not currently debarred or suspended from doing business with any governmental entity by the Federal government under any federal law or regulation;

(5) is in compliance with federal anti-lobbying requirements of 31 U.S.C. § 1352;

(6) is in compliance with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions pursuant to M.G.L. c. 151A, § 19A(b), or has notified MassDevelopment in writing that M.G.L. c. 151A does not apply to OPM because OPM does not have any individuals performing services for it within the Commonwealth of Massachusetts to the extent that OPM would be required to make any such contributions or payments to the Commonwealth;

(7) is not employing ten or more employees in an office or other facility located in Northern Ireland, and is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military

aircraft for use or deployment in any activity in Northern Ireland; or, if applicable, is employing ten or more employees in an office or other facility located in Northern Ireland and (i) does not discriminate in employment, compensation, or terms, conditions and privileges of employment on account of religious or political belief; (ii) promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and (iii) is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland; and

(8) (i) shall not knowingly use undocumented workers in connection with the performance of the Agreement or any contract with MassDevelopment; (ii) shall verify, pursuant to federal requirements, the immigration status of all workers assigned to perform Services under this Agreement without engaging in unlawful discrimination; and (iii) shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

Any breach of the foregoing requirements shall constitute a material breach of this Agreement subjecting OPM to sanctions, including but not limited to monetary penalties, withholding of payments, and/or suspension or termination of this Agreement or any other contract with MassDevelopment.

16. **Diverse Business Enterprises.** It is the policy of the Commonwealth and MassDevelopment to promote equity of opportunity in state contracting; and, to that end, to encourage full participation of Diverse Business Enterprises (as defined below) in all areas of state contracting pursuant to Executive Orders 565, 523, and 526. For purposes of this section, “Diverse Business Enterprise(s)” shall mean a minority business enterprise, women business enterprise, veteran business enterprise, or service-disabled veteran-owned business enterprise, each as certified by or recognized as certified (as of the Effective Date) by the Commonwealth of Massachusetts Operational Services Division’s Supplier Diversity Office (SDO) pursuant to 425 CMR 2.00. It is MassDevelopment’s intention to create a level playing field on which Diverse Business Enterprises can compete fairly for contracts.

In addition to all other equal opportunity employment requirements of this Agreement, MassDevelopment strongly encourages the use of Diverse Business Enterprises as consultants, contractors, subconsultants, subcontractors, and suppliers, when such services are necessary. Lists of Diverse Business Enterprises certified or verified by the SDO are located at www.mass.gov/sdo.

OPM shall cooperate with MassDevelopment and exercise good-faith efforts to seek opportunities for Diverse Business Enterprise participation. At the time this Agreement is executed (if not submitted as part of the RFQ), OPM shall submit a certified Diverse Business Enterprise Participation Schedule, in the form attached hereto as **Exhibit C**, to MassDevelopment. The Diverse Business Enterprise Participation Schedule is incorporated by reference into the Agreement.

- (a) At any time, upon the mutual written agreement of OPM and MassDevelopment.
- (b) By MassDevelopment, for any reason or no reason, upon no less than thirty (30) days written notice to the OPM at its address set forth herein.
- (c) By any party, upon the other party's failure to perform or observe any of its obligations under this Agreement, after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure such failure, after such defaulting party receives notice from the non-defaulting party setting forth in reasonable detail the nature and extent of the failure and identifying the applicable provisions of this Agreement.
- (d) In the event of termination under this Article 19, OPM shall deliver all original Materials to MassDevelopment. Following MassDevelopment's receipt of the Materials, OPM shall be paid its compensation for Services performed incurred up to the date of termination in accordance with Article 8 and **Exhibit A**.

In the event of any termination under this Article, the OPM consents to MassDevelopment's selection of another OPM of MassDevelopment's choice to assist MassDevelopment in any way in completing the Project. The OPM further agrees to cooperate and provide any information and documents, regardless of physical form, requested by MassDevelopment in connection with the completion of the Project and consents to and authorizes the making of any changes to any documents provided to MassDevelopment by the OPM, which MassDevelopment may desire; and MassDevelopment agrees that, in such circumstances, the OPM shall not be responsible to it for any claims, suits, or damages of any nature arising from such changes. Any services provided by the OPM which are requested by MassDevelopment after termination shall be compensated by MassDevelopment as if such services were additional services and shall be compensated accordingly.

20. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this Article, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Nothing contained in this Article shall derogate from or affect MassDevelopment's rights to terminate this Agreement pursuant to Article 19 above.

21. **Governing Law and Limitation on Commencement of Legal Actions.** Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. No litigation shall be brought, however, until the completion of all services required to be rendered by the OPM under this Agreement or the earlier termination of this Agreement pursuant to its terms, unless the continued deferral of filing such action would result in such claim, dispute, or other matter in question being barred by applicable statutes of limitations or repose. In no event shall the OPM suspend or delay the performance of its services,

including its consultants' services, under this Agreement due to the existence of pending claims or disputes between MassDevelopment and the OPM.

22. **Entire Agreement.** The Agreement, together with any and all materials presented by MassDevelopment or delivered by OPM to MassDevelopment in connection with the procurement of the Services shall represent the entire and integrated agreement between MassDevelopment and OPM and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations or representations, written or oral, with respect to the subject matter hereof.

23. **Authority to Enter Agreement.** Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.

24. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

25. **No Personal Liability.** No official, officer, director, representative, volunteer participant, employee, agent or representative of MassDevelopment or OPM shall be personally liable to the other party under the terms and provisions of this Agreement.

26. **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or equity.

27. **Dispute Resolution.** The parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the [*Identify OPM Official*] and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the parties cannot resolve a dispute by such informal negotiations, the parties agree to submit the dispute to mediation. Within forty five (45) days following the date on which the dispute was first identified, the parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the parties fail to agree upon a mediator, the parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either party shall have the option to withdraw from all mediation proceedings without penalty, and the parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the parties' dispute is such that one or both parties are likely to suffer irreparable harm, such party or parties may seek immediate judicial relief without resorting to the mediation process described above.

28. **Corrections by Owner.** The OPM shall furnish appropriate competent professional services for each of the phases of the Project to the point where detail checking or reviewing by MassDevelopment is not necessary. Any changes, corrections, additions, or deletions made by MassDevelopment shall be incorporated into the Project by the OPM unless specific written objections thereto are made by the OPM. The decision of MassDevelopment shall be final in matters pertaining to this Section, but the OPM shall not be responsible for any such decision by MassDevelopment that is inconsistent with generally accepted standards of care provided that the OPM advised MassDevelopment in writing of the inconsistency at the time the decision was made.

29. **Financial Interest in Construction Work.** In connection with the Services of the OPM under this Agreement, the OPM shall not employ for any purpose any person or firm that expects to be a bidder, contractor, subcontractor, or supplier for the design or construction of any MassDevelopment project or any part thereof. The OPM shall obtain from every consultant a written representation that such consultant is aware that it is prohibited from serving as a bidder, contractor, subcontractor, or supplier for the design and construction of any MassDevelopment project or any part thereof.

30. **Public Construction.** The OPM shall thoroughly acquaint its employees and consultants with all provisions of the Massachusetts General Laws governing the conduct of public construction projects, including, but not limited to, M.G.L. c. 30, and 149, including, without limitation, M.G.L. c. 30, § 39M, which sets forth requirements for the description of material specifications and proprietary items in construction bid documents.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[Remainder of page left blank; signature(s) on next page]

IN WITNESS WHEREOF, this Agreement has been executed by
MassDevelopment and the OPM and is effective as of the date first written above.

MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY

Approved as to Form

By: _____
Name:
Title:

[OPM]

By: _____
Name:
Title:

[Signature Page to Owner's Project Management Agreement]

EXHIBIT A [To Attachment 1]

Compensation

Rates for Personnel

The rate of compensation for each individual to be assigned to the Project is set forth below:

<u>Title</u>	<u>Name</u>	<u>Rate</u>
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Estimated Not to Exceed Fee by Phase and in Total

EXHIBIT B [To Attachment 1]

Estimated Project Schedule (Subject to Schematic Design and Funding)

Pre-Design Phase	Month/Yr – Month/Yr
Schematic Design Phase	Month/Yr – Month/Yr
Design Development Phase	Month/Yr – Month/Yr
Construction/Contract Document Phase (if elected by MassDevelopment)	Month/Yr – Month/Yr
Bidding and Negotiation Phase (if elected by MassDevelopment)	Month/Yr – Month/Yr
Construction Phase	Month/Yr – Month/Yr
Close-Out and Commissioning Phase (if elected by MassDevelopment)	Month/Yr – Month/Yr

**EXHIBIT C [To Attachment 1]
MassDevelopment's Diverse Business Enterprise (DBE)² Participation Schedule**

PART 1: CONTRACTOR INFORMATION

Business Name and Address: _____
 Contact Name and Phone Number: _____
 Email Address: _____

Contractor **is/is not** Supplier Diversity Office certified as a DBE:
 Yes No, not a certified DBE

If yes, check appropriate category(ies) below (**attach** any SDO Certification Letters):
 MBE WBE VBE SDVBE

PART 2: NARRATIVE (if applicable)

Narrative not applicable because subcontractor/subconsultant not used
For contracts with values \$50,000.00 or more, Contractor **must attach** to this schedule a narrative containing: (1) communications regarding DBE outreach, (2) identification of the work that may be completed by any DBEs, (3) a dispute resolution process with DBEs, and (4) procedures for the replacement of DBEs if termination is required.

PART 3: CONTRACTOR'S DBE SUBCONTRACTORS/SUBCONSULTANTS

Have you sought out DBE Participation at the subcontract/subconsultant level: Yes No N/A **If yes, which methods did you use:** Solicitation placed in trade publications Written notification
 Assist DBEs in obtaining required bonding or insurance COMMBUYS
 Other: _____

If yes, complete the below list:

<u>Name and Address of Planned Diverse Business Enterprise Subcontractors/ Subconsultants</u>	<u>Circle Appropriate Certification and attach Certification Letter from SDO</u>	<u>Dollar Amount of Participation on a Massachusetts fiscal year (July 1 – June 30) basis</u>
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	

PART 4: CERTIFICATION (REQUIRED)

Under the pains and penalties of perjury, I certify that the information provided on this form and all attachments is accurate. If the value of the contract is \$50,000.00 or more, recertification of this document must occur annually, unless otherwise specified or requested by MassDevelopment.

Signature: _____
 Written Name: _____

² For purposes of this schedule, DBE shall collectively refer to enterprises certified or verified by the Supplier Diversity Office (SDO) as Minority, Women, Service Disabled Veteran Owned Business Enterprises and Veteran Owned Business Enterprises (each respectively a MBE, WBE, SDVBE, and VBE). The SDO certifications are located at www.mass.gov/sdo

[Attachment 2 – MassDevelopment’s Diverse Business Participation Program Guidelines]

MassDevelopment strongly encourages the use of Diverse Business Enterprises (as defined in Section 4 of the RFQ) as consultants, contractors, sub-consultants, subcontractors, and suppliers in the procurement of its direct design, engineering, construction and all professional services. Accordingly, MassDevelopment has developed a Diverse Business Participation Program (the “DBE Program”) which establishes criteria to encourage and measure participation by Diverse Business Enterprises in the provision of such services.

The DBE Program addresses MassDevelopment’s commitment, and the commitment of respondents to this RFQ, to seek opportunities for Diverse Business Enterprise participation. The DBE Program requires MassDevelopment to reach out to Diverse Business Enterprises in its contracting opportunities and to track the percentage of Diverse Business Enterprises which participate in Agency contracting at the direct contracting level. The participation levels of Diverse Business Enterprises in MassDevelopment’s direct contracting will be reported to MassDevelopment’s Board of Directors annually.

In addition, the DBE Program requires examination of respondent’s anticipated utilization of Diverse Business Enterprises at the subcontractor/subconsultant level, including the percentage of the total proposed price to be supplied by Diverse Business Enterprises and the identity of the work to be performed by Diverse Business Enterprises. The DBE Program also considers the strategies and good faith efforts each respondent will use to obtain qualified Diverse Business Enterprise subcontractors/subconsultants and suppliers, how the respondent will interface with MassDevelopment for outreach, pre-solicitation review of subcontracting/subconsulting, and compliance monitoring and reporting. It will also consider how the respondent will address resolving disputes with Diverse Business Enterprise subcontractors/subconsultants, including proposed termination and alternative plans for the substitution and replacement of Diverse Business Enterprise firms that have been terminated. Finally, it will consider what technical assistance initiatives and supportive service strategies the respondent will employ to promote full participation by Diverse Business Enterprises and to support the efforts by such firms to build capacity.

Respondent Submission Requirements

As part of respondent’s proposal submission, the Participation Schedule (attached hereto as Exhibit A) must be submitted. It is anticipated that contracts may meet the eligibility criteria of Part 2. Accordingly, the proposal submission should include a narrative with a summary of the below information if subcontractors/subconsultants will be used.

1. Explain how the respondent intends to ensure overall compliance with MassDevelopment’s policy of promoting equity and opportunity for Diverse Business Enterprises, including the strategies the respondent used to obtain

certified MBE, WBE, VBE or SDVBE subcontractors and suppliers to perform work or provide supplies for the project.

2. Explain the good faith efforts the respondent has already made to obtain Diverse Business Enterprise participation, including:
 - The strategies the respondent has used to obtain certified MBE, WBE, VBE or SDVBE subcontractors and suppliers,
 - Documented communication with MassDevelopment about Diverse Business Enterprise outreach,
 - How the respondent used information concerning Diverse Business Enterprise subcontracting opportunities provided by MassDevelopment during the pre-proposal conference, if any, and/or through other means,
 - Solicitations placed by the respondent in general circulation media, trade association publications, minority-focused media and other reasonable and available means to obtain Diverse Business Enterprise involvement,
 - Written notifications sent by the respondent to Diverse Business Enterprises encouraging participation in the proposed contract,
 - Efforts the respondent made to identify specific portions of the work that might be performed by Diverse Business Enterprises,
 - A list of names, addresses, and telephone numbers of Diverse Business Enterprises that were contacted,
 - A description of the information provided to targeted Diverse Business Enterprises regarding the particular project, and
 - Efforts made by the respondent to assist Diverse Business Enterprises in obtaining bonding or insurance required by the Bidder/proposer or by MassDevelopment.

3. Submit a narrative explaining how during performance of the contract the respondent will maintain continued efforts to preserve and enhance Diverse Business Enterprise participation, including the respondent's:
 - Description of how the respondent will interface with the MassDevelopment project manager and contract manager for outreach and assistance generally and with respect to the specific issues below,
 - Description as to how the respondent will abide by the monitoring and reporting requirements of the contract,
 - Description of the dispute resolution procedures the respondent will institute under its subcontracts with Diverse Business Enterprises to encourage amicable resolution of disputes and continued performance by the Diverse Business Enterprises, and
 - Description of the procedures and guidelines for the termination of Diverse Business Enterprises as well as for the identification and selection of substitutes.

Exhibit A
MassDevelopment's Diverse Business Enterprise (DBE)³ Participation Schedule

PART 1: CONSULTANT INFORMATION

Business Name and Address: _____
 Contact Name and Phone Number: _____
 Email Address: _____

Consultant **is/is not** Supplier Diversity Office certified as a DBE:

- Yes No, not a certified DBE

If yes, check appropriate category(ies) below (**attach** any SDO Certification Letters):

- MBE WBE VBE SDVBE

PART 2: NARRATIVE (if applicable)

Narrative not applicable because subcontractor/subconsultant not used

For contracts with values \$50,000.00 or more, consultant must attach to this schedule a narrative containing: (1) communications regarding DBE outreach, (2) identification of the work that may be completed by any DBEs, (3) a dispute resolution process with DBEs, and (4) procedures for the replacement of DBEs if termination is required.

PART 3: CONSULTANT'S DBE SUBCONTRACTORS/SUBCONSULTANTS

Have you sought out DBE Participation at the subcontract/subconsultant level: Yes No N/A

If yes, which methods did you use:

- Solicitation placed in trade publications Written notification
 Assist DBEs in obtaining required bonding or insurance COMMBUYS
 Other: _____

If yes, complete the below list:

<u>Name and Address of Planned Diverse Business Enterprise Subcontractors/ Subconsultants</u>	<u>Circle Appropriate Certification and attach Certification Letter from SDO</u>	<u>Dollar Amount of Participation on a Massachusetts fiscal year (July 1 – June 30) basis</u>
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	

PART 4: CERTIFICATION (REQUIRED)

Under the pains and penalties of perjury, I certify that the information provided on this form and all attachments is accurate. If the value of the contract is \$50,000.00 or more, recertification of this document must occur annually (by July 17th), unless otherwise specified or requested by the Agency.

Signature: _____

Written Name: _____

³ For purposes of this schedule, DBE shall collectively refer to enterprises certified or verified by the Supplier Diversity Office (SDO) as Minority, Women, Service Disabled Veteran Owned Business Enterprises and Veteran Owned Business Enterprises (each respectively a MBE, WBE, SDVBE, and VBE). The SDO certifications are located at www.mass.gov/sdo

Attachment 3 – New Bedford State Pier Reefer Study 2019 – Draft Report dated May 14, 2019, prepared by LLB Architects

This report is available for download at: www.massdevelopment.com/attachment-3-reefer-study

Attachment 4 – Expression of Interest Form

The form is attached below and is available for electronic submission at:

<https://www.cognitoforms.com/MassDevelopment/OwnersProjectManagerAtTheNewBedfordStatePier>

Owner's Project Manager at the New Bedford State Pier

Expression of Interest

Applicants have the ability to save their work before submitting. To do so, please select the button at the bottom right of the form. You will be given a unique url with which to access your in-progress application. You may copy this url or email it to yourself through the online interface.

Firm Information

Name of Firm:

Primary Office Location/Mailing Address:

 ▼

Year Firm Established:

Federal ID#:

Main Point of Contact:

Email:

Phone:

Proposed Individual Designated by Firm as OPM

Name of Proposed Individual For OPM Throughout Project:

Brief Description of Individual's Qualifications for the Position:

Upload Resume Here:

Upload

or drag files here.

Is Individual MCPPO (Massachusetts Certified Public Purchasing Official) Certified?

Yes No

Certification Date:



Is Individual a Registered Architect or Professional Engineer?

Yes No

In Which State(s)? Date of Registration or License, as Applicable:

Years of Individual's Experience in the Categories 1-5: (years i.e., 1984-2000)

1. Architect:

2. Engineer:

3. Construction Project Manager:

4. Owner's Project Manager/Owner's Representative:

5. Other (Specific):

Individual's Current Workload - Number of Projects, Dollar Value:

Individual's Proposed Hourly Billing Rate for Project:

Please List Support Staff and Proposed Hourly Billing Rates for Project:

Upload Resumes Here:

Upload

or drag files here.

Proposed OPM Budget for the Project

Pre-Design Phase	OPM Fee <input type="text"/>	Support Staff Fee <input type="text"/>	Subtotal \$0.00
Schematic Design Phase	OPM Fee <input type="text"/>	Support Staff Fee <input type="text"/>	Subtotal \$0.00
Design Development Phase	OPM Fee <input type="text"/>	Support Staff Fee <input type="text"/>	Subtotal \$0.00
Construction/Contract Document Phase	OPM Fee <input type="text"/>	Support Staff Fee <input type="text"/>	Subtotal \$0.00
Bidding and Negotiation Phase	OPM Fee <input type="text"/>	Support Staff Fee <input type="text"/>	Subtotal \$0.00
Construction Phase	OPM Fee <input type="text"/>	Support Staff Fee <input type="text"/>	Subtotal \$0.00
Closeout and Commissioning Phase	OPM Fee <input type="text"/>	Support Staff Fee <input type="text"/>	Subtotal \$0.00
Totals	OPM Fee \$0.00	Support Staff Fee \$0.00	TOTAL FEE \$0.00

Relevant Firm Experience and Current Workload

Project 1

Project Name:

Project Location:

Client/Project Owner:

Total Development Cost:

Start Date:

Completion Date:

Project Status:



In Progress

Complete

Example: \$1.5 million

Reference Contact:

Email:

Phone:

+ Add Project

Proposed Individual OPM Relevant Experience

✕ Project 1

Project Name:

Project Location:

Client/Project Owner:

Total Development Cost:

Start Date:



Completion Date:



Project Status:

In Progress

Complete

Example: \$1.5 million

At what stage in the project did the Individual begin OPM services? If relevant experience was for other (non-OPM) services please define.

Please briefly describe.

Reference Contact:

Email:

Phone:

MassDevelopment's Diverse Business Enterprise (DBE) Participation Schedule:

or drag files here.

Please upload the completed RFQ Attachment 2, Exhibit A here. If all proposed services are to be performed by the Firm, please note such in Part 2 and 3 of the Participation Schedule.

Certificate(s) of Insurance:

or drag files here.

Please refer to Section 7 of the RFQ prior to uploading relevant certificates of liability insurance.

Additional Information:

or drag files here.

Not Required (Optional): Further relevant information. Please limit uploads to a maximum file size of 5MB in PDF format.