



Massachusetts Clean Energy Technology Center
Ocean Renewable Innovation Center
Location is TBD

RFQ / RFP Issue Date:	April 26, 2024	
Proposal Due Date:	<u>No Later Than</u> May 17, 2024	at 5:00PM Choose Requirement

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I. SUMMARY

Through this Request for Proposals (“RFP”) the Massachusetts Clean Energy Center (“Owner” or “MassCEC”) invites proposals from commercial architecture firms (“Firm” or “Firms(s)”) with extensive experience in Massachusetts to support MassCEC in design services for a new Ocean Renewable Energy Innovation Center in New Bedford, Massachusetts, as detailed below (the “Project”).

II. PROJECT OVERVIEW

A. Project Background

MASSACHUSETTS CLEAN ENERGY CENTER

MassCEC is an independent state economic development agency established by Mass. Gen. Laws, c. 23J. MassCEC is dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state. MassCEC’s mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth’s climate goals, advancing the position of Massachusetts as an international climate leader while growing the state’s clean energy economy.

MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

For more than a decade MassCEC has supported initiatives in ocean renewable energy (“ORE”), with a strong emphasis on the development of the offshore wind sector. Offshore wind is one of MassCEC’s four core focus areas, along with clean transportation, high-performance buildings, and net-zero grid. MassCEC works to advance the Commonwealth’s goal to responsibly develop cost-effective offshore wind and reduce project risk, increase market confidence, and maximize the associated climate, workforce, and economic benefits of this new industry. MassCEC leads a wide portfolio of initiatives in close collaboration with industry, government agencies, academia, and many other stakeholders. MassCEC has also manages a wide range of programs under its Technology-to-Market (“Tech-to-Market”) umbrella. Tech-to-Market stimulates the commercialization of early-stage, promising clean energy technologies. Supporting entities at this critical stage of technology development allows MassCEC to: (1) fill a funding gap, and (2) leverage significant federal and private capital. The Tech-to-Market portfolio includes programs for startup companies and research institutions, programs for entrepreneur support organizations (accelerators and incubators), and equity-focused programs for startup companies.

MassCEC also owns and operates two facilities: the New Bedford Marine Commerce Terminal, a multi-purpose facility designed to support the construction, assembly, and deployment of offshore wind projects, and the Wind Technology Testing Center, a facility that provides a full suite of certification tests for wind turbine blades in Boston.

ORE INNOVATION CENTER

MassCEC is currently advancing plans for the establishment of an ORE Innovation Center in the New Bedford area. The ORE Innovation Center's objectives will be to provide facilities, services, and programming that:

- Address the key technical and organizational challenges to rapid deployment of ocean renewable energy technologies by advancing the efforts of the Commonwealth's local developers, entrepreneurs, small businesses, and academic and research institutions; and
- Grow an ocean renewable energy industry cluster by strengthening the competitive position of the Commonwealth's businesses, institutions, government bodies, and communities.

The ORE Innovation Center is envisioned to complement existing initiatives in the private sector, at MassCEC, and at research institutions to advance offshore wind research and innovation in the Commonwealth. The existing research and innovation community in Massachusetts and the region has significant growth potential and is highly complementary to efforts to grow the regional offshore wind and ocean **renewable** energy supply chain. The Commonwealth's research institutions are engaged in a broad range of world class initiatives in offshore wind energy, transmission expansion, marine science, and ecology-based project design. These initiatives, coupled with a vibrant marine science and technology sector and world class incubator community are fertile ground for an ORE Innovation Center to facilitate research, innovation, and testing, attract funding, foster partnerships, and communicate success stories.

The ORE Innovation Center will provide shared facilities including: event, workspace, lab/workshop; mentorship and business-development coaching (including accelerator cohorts and technology challenges); supply chain development and networking among developers, large suppliers, academic institutions and small businesses that can lead to joint industry programs; and connections to and networking of other currently available testing and research facilities to optimize ocean renewable energy industry development.

The ORE Innovation Center is strategically being developed in the Port of New Bedford to leverage existing assets and maximize economic impact. New Bedford is home to the highest-value commercial fishing industry in the U.S. and is the primary marshalling base for the nation's first, utility-scale offshore wind project, Vineyard Wind 1. With its extensive maritime business network, extensive port infrastructure, and proximity to the Massachusetts and Rhode Island wind energy lease areas, New Bedford will provide key logistics support for installation of east coast offshore wind developments and ongoing operations and maintenance activities. Furthermore, the City of New Bedford is the largest and most diverse municipality in Bristol County, MA.

Colliers has been retained by MassCEC to act as its exclusive agent to lease property suitable for the establishment of an ORE Innovation Center in New Bedford. Colliers' services include: leading the site identification and selection process; representing MassCEC in the engagement with landlords and/or their agents during commercial real estate lease negotiations; acting as MassCEC's owners representative for space planning, tenant work construction, commissioning and close-out of leased premises; conducting field reviews during construction to confirm compliance with lease, budget, and overall project schedule; and other services that MassCEC may require.

Colliers Project Leaders (CPL) is the Owner's Representative / Project Manager represented by Timothy Betjemann – Geographic Discipline Leader.

B. Project Scope Description

Request for Qualifications & Proposals for Architectural & Engineering Services



MassCEC is seeking proposals from Firms with a strong track record of architecture and design for institutional/educational spaces in the region that detail their qualifications, capabilities, and experience to be able to provide the services in Section II for the physical facilities of the new ORE Innovation Center.

Please refer to Section III for detailed Scope of Design Services.

Project Site, Proposed Building Location(s)

The project will be located in one or more locations, on, or in close proximity to the New Bedford waterfront. The site may be cleared or include one or more existing structures. The structure(s) may require demolition and replacement, gut renovation, or minor improvements. Architect will be expected to assist with assessment of potential location(s) using the high-level "Building(s) and Space Requirements" included below.

One possible scenario is that an existing structure adjacent to but not directly on the waterfront would be utilized for the office and convening related spaces. An additional Light Industrial facility for the workshop and fabrication spaces would be located at an adjacent building or lot which will have direct waterfront access or secured rights to waterfront access.

The ORE Innovation Center will offer several types of spaces for tenants, including dedicated and shared offices and workshops, co-workspace, community and convening spaces, laydown and external storage areas, harbor access/berthing space, and parking.

Building(s) and Space Requirements:

Approximately 30,000 Rentable Square Feet of Usable Interior Space which includes:		
Interior Space Use	SF	Notes
Dedicated Offices	Approx. 3,500	All offices (MassCEC, industry professionals, and tenants)
Workstations and Benching	Approx. 4,600	Assigned and "hotel" desks and benches
Meeting and Collaboration Space	Approx. 4,200	Shared conference rooms, training rooms, phone booths
Common Area (w/Kitchen & Bathroom)	Approx. 1,200	Kitchen, bathrooms/showers/locker rooms, break rooms, reception
Support Spaces	Approx. 1,500	IT rooms, storage closets
Total Office Space	Approx. 15,000	
Interior Light Industrial Space Use	SF	
Light Industrial Workshop and/or Fabrication Space	Approx. 15,000	Floor load bearing capacity of 2,000 lbs. per square foot
Exterior Space Uses	Quantity	
Working Waterfront Access	200-500 Feet of berthing space (can be shared with other users)	
Parking (Onsite or Nearby)	No less than fifty (50) permitted parking spaces	
Exterior Laydown Space	0.20-0.30 Acres of impervious site area; bearing capacity of 2,000 lbs. per SF	

The site identification and selection process was conducted by MassCEC and Colliers for the ORE Innovation Center in two (2) phases. Phase 1 was an open solicitation for statements of interest and qualifications. In Phase 2, MassCEC and Colliers invited selected Landlords to tender more detailed and complete proposals. As of the publishing date of this solicitation, MassCEC is in the final stages of site selection, and cannot yet disclose the specific location of the ORE Innovation Center.

Programming

In addition to office, convening, and workshop space, the ORE Innovation Center will support programming meant to accelerate the pace of innovation in the ocean renewable energy industry.

- **Start-up support programs.** Mentorship and business development coaching, including accelerator cohorts and technology challenges, guided networking, access to professional services.
- **Supply Chain Development and Networking.** Active support for networking among developers, large suppliers, academic institutions and small businesses to promote ORE industry development.
- **Resource Sharing and Networking.** Provision of direct access to shared and subsidized resources to reduce expenses, expedite business and product development, and achieve more efficient utilization of specialized resources. Facilitate access to nearshore and offshore ocean test sites as well as networked assets in universities and other institutions, including specialized wet and dry labs, test tanks, and other resources to support the development and testing of ORE technologies.

C. Project Budget

MassCEC has established a preliminary budget for the Project and the Project team. The total budget for work under the responsibility of the Design Team (design, construction, and FF&E) has been established to be \$7 million.

The modified B102-2017 Owner – Architect Agreement included in the Appendix delineates the budget and estimating responsibilities of the Design Team.

D. Project Schedule

Architect selection will be per the milestone schedule listed below. The Conceptual and Schematic Design phase of the Project, including cost estimating, will start in May, 2024 and conclude in June, 2024 with a presentation to the MassCEC and the City of New Bedford, MA. An interim presentation and discussion with the MassCEC will take place prior in this meeting. The Project will require approval from the MassCEC for the scope, schedule and budget for the Project to continue.

In order to maintain a construction start date in January, 2025, the Schematic Design Phase will need to complete the City of New Bedford Site Plan Approval Process by no later than December 31, 2024.

MassCEC is approaching the Project with the intent to fully design, then bid and construct in a traditional sequence. This anticipated Project schedule will be as shown in Exhibit B and illustrated below:

Tentative Milestones for the Project are as follows:

- | | |
|-----------------------------------------------|------------------------------------|
| 1. <u>RFQ / RFP Response Due</u> | 5/17/2024 |
| 2. <u>Notify Short Listed Firms</u> | On or before 5/22/2024 |
| 3. <u>A/E Firm Interviews</u> | 5/28/2024 |
| 4. <u>A/E Firm Selection</u> | Anticipated to be 5/31/2024 |
| 5. <u>Conceptual / Schematic Design Phase</u> | 6/3/2024 – 7/5/2024 |
| 6. <u>Permitting</u> | 10/28/2024 – 1/3/2025 |
| 7. <u>Design Development Phase</u> | 7/8/2024 – 8/16/2024 |

8. <u>Early Package Contract Document Phase</u>	8/19/2024 – 9/6/2024
9. <u>Contract Documents Phase</u>	8/19/2024 – 10/18/2024
10. <u>Bidding / GMP Phase</u>	10/21/2024 – 11/22/2024
11. <u>Construction Phase</u>	1/6/2025 – 7/25/2025
12. <u>FF&E Installation and Move-In Phase</u>	7/28/2025 – 8/22/2025
13. <u>Occupancy</u>	8/25/2025 – 8/29/2025
14. <u>Commissioning & Closeout Phase</u>	9/1/2025 – 11/28/2025

E. Project Delivery Method

For purposes of the **proposal fee**, all proposals shall assume a **Construction Manager At-Risk (CMAR)** Project delivery method, bid to pre-qualified contractors, with the CMAR participating in applicable design development and preconstruction activities and performing work on a cost plus fee basis with a **guaranteed maximum price (GMP)**.

Early bid packages may be required for abatement /demolition of any existing building and / or site / excavation work. Additionally, early bid packages may be required for procurement of long lead-time items. Architect shall provide alternate pricing to include early bid packages. Alternative proposal shall outline considerations assumed for this pricing.

III. DESIGNER SELECTION PROCESS

A. Review Process

Because Mass CEC is funding 100% of the Project from its Clean Energy Investment Fund and/or Offshore Wind Industry Investment Fund, the project is exempt from the requirements of Massachusetts public bidding laws. Mass CEC accordingly is procuring all design and construction services for this project pursuant to M.G.L. c. 23J, Sections 9A(c) and/or 15(c) using the selection procedures described herein.

MassCEC is seeking comprehensive proposals demonstrating qualifications, capabilities, and representative experience from Firms to fulfill the Scope described in Section X. All proposals must be responsive to the requirements outlined in this RFP. MassCEC will utilize both the responses from the written proposals and from interviews to select the Firm for this Project based on the evaluation criteria below.

Proposals are being requested and anticipated to be received from several firms. MassCEC and Project Leaders will first review the written proposals (inclusive of fee proposals) and determine which firms will be shortlisted for interviews.

B. Interview Presentation

The Owner will interview the "short listed" firms. Key members of the proposed Design Teams are expected to participate in the interview/presentation including the Principal-in-Charge, Project Architect, Mechanical Designer, and/or other individuals proposed to play key roles in the planning and design of the Project and that will likely be interfacing with the Owner and its representatives for the duration of the Project.

The following key elements, not listed in priority order, will be considered in evaluating and selecting the Design Team based on the presentation interviews:

- Personal chemistry of Design Team members
- Project specific ideas and thoughts
- Knowledge of, and sensitivity to the architecture of New Bedford and the adjacent neighborhood and buildings
- Clarity and method of presentation
- Comments on budget, cost control, and schedule to execute the Project
- Creativity

Although the Owner plans to select the design firm through a "Quality Based Selection Process" not solely based on proposed fee, the selected firm's proposed fee, including proposed hourly rates, will be examined to ensure its general consistency with that of competing firms. If agreement upon terms of the contract and a fee for services from the firm of first choice cannot be reached, the Owner may choose to engage an alternate firm from the short-listed group of firms.

C. Evaluation Criteria

The following criteria, not listed in priority order, will be considered in evaluating and selecting proposing firms to be short-listed and interviewed based upon qualifications and written proposal submissions:

1. Overall quality and clarity of proposal

How well does the proposal reflect an understanding of the concepts and work being solicited? Does the proposal clearly and succinctly address the MassCEC proposed building program? Is the proposal well written, thoughtful, and well organized? Does the proposal suggest high quality work product, attention to detail and professionalism?

2. Experience and success with projects of similar size, scope, and purpose; adherence to schedule and budget.

Does the proposal provide clear and relevant information exhibiting experience with projects of similar purpose, complexity, setting and size? Does the experience include projects within Massachusetts and in New Bedford or the Southcoast region? Does the firm have relevant experience with designing structures close to or directly adjacent to waterfront and marine industrial uses? Does the proposal explain how any similar projects were successful as measured by schedule, budget, and client testimonials? Success should be expressed in terms of cost and time efficiencies, and testimonials from clients, host municipality(ies), and the community of users/stakeholders.

3. Proposed Design Team organization and structure and sub-consultants (if any); comprehensiveness of services.

How does the proposed team composition effectively complement the proposed building program and purpose? What is the reputation of the Design Team (as a whole or pertaining to each sub-consultant, if applicable) for similar work? Does the proposed Design Team have specific and relevant experience with a clear nexus to the MassCEC proposed building program? Does the proposal include professional references that would offer support to the firm's success developing similar projects in scope, scale, and complexity? Describe how the proposed Design Team leverages expertise and experience relevant to the proposed project

while balancing the desire for cost and time efficiencies. Describe how the firm will advance all the objects of the proposed scope either using resources available in-house or by hiring sub-consultants with specific expertise and background. If using sub-consultants, does the proposal clearly explain the need and value in hiring outside support? How have you addressed Diversity, Equity, and Inclusion and Environmental Justice as described in section V.B.14 below?

4. Creativity, efficiency and success of designs of past projects of similar size, scope and purpose; incorporation of sustainable design elements; working locally.

How does the proposal show commitment to creativity of design while achieving project purpose and maintaining efficiency and cost considerations? How does the proposal incorporate the local/regional environment and historic context of the New Bedford area, including its ethnically and socially diverse population? Does the proposal include and describe specific sustainable design elements? If so, are they thoughtfully incorporated into the building program? Does the proposal clearly describe the benefits of sustainable design in consideration of any additional costs?

5. Availability/Risk/Terms

Has the team shown it can be fully committed to the project, including the ability to move quickly and commence work on this project after selection and contract award? Does the firm (or firms) have litigation history relevant to similar projects? How does the proposal commit to the terms of the proposed MassCEC contract? Are there other challenges or areas of risk that have not been mitigated by the proposal?

6. Cost/Fee Structure

Does the proposal provide the requested information in sufficient detail? Are the resources required clearly described and accounted for? Does the proposal reflect a realistic and complete anticipation of cost allocation to the required tasks based on the information currently available? Does the proposal demonstrate a cost-effective approach to providing services and required tasks?

7. Value Demonstration

How does the proposal compare to other proposals for the range of services? Does the proposal offer unique or particularly thoughtful approaches or recommended steps to improve likelihood of success? Are there budget efficiencies and/or cost-savings? Are there ways in which the proposal differentiates itself from others? What is the relative overall value proposition of proposal and services to MassCEC?

The following criteria will be used by the selection committee in evaluating and selecting proposing firms for interviews based upon qualifications and written proposal submissions. (Maximum of 100 points available):

Criteria	Selection Criteria Category	Rating Points
1	Overall quality and clarity of proposal	10

2	Experience, Capabilities, Past Performance	20
3	Organization / Team Structure	15
4	Creativity, sustainability, working locally	10
5	Availability/Risk/Terms	15
6	Cost/fee structure	20
7	Value Demonstration	10
	Available Rating Points per Rating Member	100

IV. SCOPE OF DESIGN SERVICES

A. Comprehensive Design Services

The Owner intends to commission one firm to provide all Design services necessary. This firm will have the responsibility to provide these comprehensive Design services through the firm's own capabilities and sub-consultants as necessary. It should be noted that this Project will not only require the disciplines traditionally included in architectural contracts, i.e. architectural, structural, fire protection, plumbing, mechanical and electrical, but also those associated with design of building specialties for this Project. Personnel with appropriate expertise will be required for cost estimating, code research, door hardware, lighting design, acoustical analysis, interior design, security, all low voltage components, and any other services as needed for the complete design of the Project. This expertise must be provided by in-house personnel or through engaging sub-consultants as part of basic design services.

The Owner will engage the services of a Civil Engineer, Geo-tech Engineer and Environmental Engineering consultants as well as Materials Testing Agents/laboratories or other consultants the Owner deems necessary beyond the contractual requirements of the Design Team under a separate contract. The Architect is expected to coordinate with these and any other Owner hired consultants and incorporate their drawings, specifications and/or other documentation into all bid documents. In addition, the Owner's technology department will need to be included in all coordination of tele/data, security and other low voltage components.

Please refer to the modified Owner/Architect Agreement form included in the Appendix for further details.

B. Phases of Services

The Owner anticipates the Project and its design process to continue through the full design, bid, pre-construction, and construction as depicted in the Project Schedule. As shown in Exhibit B, it is possible that the office space and maker/waterfront space may be executed at separate locations. The Project services will be divided into three parts as follows to ensure conformance with approved charge:

Part 1: Conceptual / Schematic Design Documents and Estimating / Budget Development for the Project. This portion of the Project will result in deliverables for a presentation to the Owner. If MassCEC approves the Project scope and budget, then it will proceed with Parts 2 and 3.

Part 2: Full Design Development, Construction Documents and Bidding / GMP Development and Approval for the Project. This portion of the Project also includes the estimating, value engineering and regulatory approval process as required / noted within this document.

Part 3: Construction Administration. These services will include (but are not limited to) weekly site visits for monitoring of progress, attendance at job meetings weekly or more frequently as required by phase of construction, conformance with regulatory requirements, review and timely processing of submittals and answering of construction questions. Services will also include full Closeout Phase activities.

C. Owner/Architect Agreement

Included in the Appendix is a copy of the modified AIA B102 Form of Agreement between Owner and Architect and AIA B201 Form of Architect's Services. The Agreement forms have deletions, additions, and modifications to the standard forms with changes clearly designated for ease of differentiation. These documents will serve as the contract for this commission, although MassCEC reserves the right to make further modifications and/or incorporate additional documents, including this RFP and Designer's Proposal (as accepted), into the contract. All firms submitting proposals should review these documents to become familiar with the contract requirements and Owner's contract expectations. **The proposals should include services as described in the attached forms of agreement.** The proposing firm must note any terms that it deems unacceptable and/or quantify the effects on fee within the proposal submission. **Exceptions to the contract terms not identified in the written proposal will not be considered if the firm is selected for the commission.** The Owner reserves the right, in its sole discretion, to negotiate terms and conditions with the successful firm and reserves the right to make minor modifications.

V. INSTRUCTIONS FOR SUBMISSION OF DESIGN SERVICES PROPOSAL

A. Submission Logistics

(0) Hard copies and **One (1) electronic copy** (PDF format) of each firm's proposal must be received at the following location on or before **12:00pm** on **5/17/2024**.

Timothy Betjemann
Colliers Project Leaders
100 Federal Street, Floor 13
Boston, MA 02110
Timbetjemann@collierseng.com

Questions regarding this request for qualifications & proposal should be in writing and directed to Tim Betjemann, Owner's Project Manager, Colliers Project Leaders by **5/2/2024** at **12:00pm**.

Email: tim.betjemann@collierseng.com.

Answers are to be distributed to all proposers by **5/7/2024** by **12:00pm** via Addenda. Please clearly mark all proposals with "MassCEC ORI Center **Proposal**"

B. Contents of Written Proposals

Care should be taken by the proposing firms to present a succinct but informative proposal. The following is a list of minimum information to be included in the written proposals to be submitted:

1. **Description of Firm:** History and description of the firm, including number of personnel in each discipline and a complete description of in-house services.
2. **Licensure:** Copy of Architectural / Engineering licensure by the [Massachusetts Board of Registration of Architects](#). A copy of the lead firm and all proposed sub-consultants shall be provided.
3. **Organization/Team:** Proposed Project organization, including resumes of key personnel proposed for this Project, and an organization chart delineating internal relationships and external consultant responsibilities. Provide geographic location of the Design Team and a statement of financial condition of the firm.
4. **Consultants:** List any and all consultants, including their disciplines, which the firm will utilize on this Project. A description of each consultant's firm must be supplied. The Owner reserves the right to approve or refuse all consultants. Note that the modified AIA contract calls for consultants to be included as part of basic services.
5. **Initial Project Thoughts:** Present any initial thoughts and reactions you may have to this design commission if chosen. Specific experience, and/or thoughts that your firm and team have in response to this Project's challenges and opportunities are encouraged.
6. **Project Approach:** A narrative outlining the firm's intended approach to the Project and plan for working with the Owner and Owner's consultants to ensure a successful Project in conformance with the Project schedule should be presented.
7. **Similar Project Experience:** Description of similar Project experience with at least (3) three Waterfront, Maker Space, or Research Center Projects, including at a minimum:
 - Name of Project, location and Owner
 - Owner's Representative and telephone number
 - Dollar value of the Project
 - Design schedule
 - Completion date
 - Principal-in-Charge and Project Manager/Engineer
 - Original design fee including services during the construction and closeout phases
8. **Current Workload:** Describe Firm's availability for this project, including ability to commence work upon notice of award. Please list other current projects.
 - Name of Project
 - Owner's Representative and telephone number
 - Dollar value of the Project
 - Design schedule
 - Completion date
 - Principal and Project Manager/Engineer
9. **Litigation History:** Describe any pending litigation, arbitration or mediation proceedings in which your firm is currently involved or has been involved within

the preceding five (5) years. For each, list (a) the case caption, (b) forum (including court if applicable and locality), (c) parties involved, (d) the claims and defenses asserted, (e) the nature and amount of damages claimed/sought, and (f) current status or outcome of the proceedings.

10. **History of Other Infractions:** During the preceding five (5) years, list any criminal proceedings to which your firm has been a party; any complaints or claims for violations of State or local ethics laws or regulations or policies governing professional licensure; and any disciplinary action taken against any license of a professional employed by your firm. For each, describe (a) the claim or allegations made, (b) the parties involved, (c) and the status or outcome of the proceeding, claim or complaint.
11. **Contract Comments:** Upon MassCEC's authorization to proceed with the selected proposal, MassCEC and the awarded bidder will execute a contract which will set forth the respective roles and responsibilities of the parties. Firms should be prepared to execute an agreement with terms substantially similar to those included in Attachment E – Form Agreement for Services.

Note: =Mass CEC anticipates that a portion of the Trust Funds from which MassCEC is funding the project will include funds from the Federal American Rescue Plan Act of 2021 ("ARPA"). Please take note of any reporting and/or compliance requirements associated with receipt of these funds. MassCEC encourages applicants to carefully review the terms of Attachment C and related exhibits/attachments. Additionally, MassCEC may update or revise provisions of Attachment C as required for compliance under ARPA.

12. **Insurance:** The successful Proposer must keep in force, at its sole cost and expense, at least the insurance listed in the Insurance Requirements that are as part of this RFP in Exhibit D.

13.Completion of Exhibit E, Rate Schedule. All proposers must complete the rate schedule at Exhibit E.

14.Diversity, Equity, and Inclusion and Environmental Justice.

MassCEC strongly encourages the use of Diverse Business Enterprises (including minority business enterprises, women business enterprises, veteran business enterprises, or service-disabled veteran-owned business enterprises, as defined by the Commonwealth of Massachusetts Operational Services Division's Supplier Diversity Office), including local business subcontractors to provide supporting work as applicable.

Additionally, please include a brief summary of you or your organization's commitment to Diversity, Equity, and Inclusion (DEI) and/or Environmental Justice (EJ) principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the Applicant and project partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.

C. Fee Proposals

Complete the Fee Proposal form at Exhibit A. Proposing firms must submit fee proposals with the remainder of the written proposal. Please provide **one** (1) digital copy of the fee proposal.

Proposed fees for design services shall be in the form of a fixed lump sum for the Project as outlined in this RFP. The lump sum fee must be provided in **four** (4) parts as follows:

Part 1 - Lump sum fee to include the following breakdown:

- Conceptual / Schematic Design Phase
 - Includes Cost Estimating and Reconciliation with Owner's Cost Estimator and CMAR estimate
- Presentation of Design to Owner

Part 2 - Lump sum fee to include the following (per contract):

- Design Development Phase
- Construction Documents Phase
 - Above Includes Cost Estimating and Reconciliation with Owner's Cost Estimator and CMAR estimate at Each Design Phase
- Bid Phase, including Scope Reviews and Review of GMP estimates or amendments

Part 3 - Lump sum fee to include the following breakdown:

- Construction Administration per Terms of the Contract
- Commissioning / Occupancy
- Closeout Phase

Part 4 - Total estimated fee for all above phases

The fee must be based on the contractual terms of the Owner/Architect Agreement included in Appendices. **Any objections to the contract terms MUST BE IDENTIFIED WITHIN THE PROPOSAL SUBMISSION.**

Also include hourly billing rates to be used when invoicing optional additional services. Rates for each of the applicable job classifications (including consultants) and any other appropriate classifications are to be provided on Exhibit D. Secretarial services should be included within these hourly billing rates.

Billing rates for consultants shall be comparable to those listed above.

VI. MISCELLANEOUS CONDITIONS

A. Terms

- . All modifications to the RFP must be written and not oral.
- A. MassCEC reserves in its sole discretion the right to reject any and all proposals in whole or in part, including without limitation on the basis of litigation or criminal/violation history, or to waive any informality in selection if it is determined to be in the best interest of the MassCEC.

- B. Proposals may be held by MassCEC for a period not to exceed **sixty (60)** days from the date of the opening of proposals for the purpose of reviewing the bids and investigating the qualifications of the proposing firm prior to awarding the contract.
- C. The proposer is required to prepare its proposal in accordance with the RFP, including any modifying addenda. Proposers must disclose in writing any exceptions to the RFP.
- D. Proposers must inform the Owner, as requested above, of information concerning any:
 - a. Arbitrations and litigation
 - b. Criminal proceedings
 - c. State or local ethics law, regulation, ordinance and /or policy violations

Failure to accurately and completely disclose any such information is grounds for automatic rejection.

- E. MassCEC reserves its right to request additional information from proposers, after the opening of proposals.
- F. The proposer is solely responsible for the costs of its proposal.
- G. Submitted proposals are the property of **MassCEC** and will not be returned.
- H. The proposer is presumed to have full knowledge of the RFQ / RFP and any addenda, the Project scope or work to be done, and all applicable laws.
- I. The making of a preliminary award to a proposer does not constitute a contract, implied or otherwise, and does not provide the proposer with any rights and does not impose upon the **MassCEC** any obligations. A proposer has rights, and the **MassCEC** has obligations, only if and when a contract is executed by the **MassCEC** and the proposer. By submitting a proposal, the proposer unequivocally waives any such claimed rights.
- J. By offering a submission to this RFP the respondent certifies that it has not divulged to, discussed or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever.

B. Right to Annul or Terminate

MassCEC reserves the right to amend, annul or terminate the RFQ / RFP at its sole discretion, before or after receiving proposals. **MassCEC** reserves the right to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Owner's sole judgment, will be in its best interests. **MassCEC** reserves the right to ask any respondent to clarify its response or to submit additional information that the Owner in its sole discretion deems desirable.

C. Notice of Public Disclosure

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws ("Public Records Law"). The contractor acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC is presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. The contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any

particular document, material, data or other information is exempt from or subject to public disclosure. Thus, MassCEC urges the contractor to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with this RFQ.

In accordance with Public Records Law requirements, MassCEC generally considers the work product, analysis, and materials developed under this Agreement related to real estate acquisition, rental, leasing or any property transfer, including negotiation and discussions, for the purpose of established an ORE Innovation Center rendered hereunder to be confidential business information, policy deliberative, and exempt from disclosure pursuant to the Public Records Law until any potential sales have closed and filed with the appropriate registry of deeds.

D. Disclaimer & Waiver Authority

This RFQ does not commit MassCEC to award any funds, pay any costs incurred in preparing response, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all responses received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the response, negotiate with all qualified contractors, cancel or modify the RFQ in part or in its entirety, or change the relevant guidelines, when it is in its best interests.