Community Health Center of Cape Cod (CHC/CC) is soliciting business and cost proposals from qualified firms to provide pre-construction and construction management through “Cost Plus A Fee “ contract services for the construction of their proposed health center addition in accordance with the requirements described herein. The CHC/CC addition will be a 22,000 square foot outpatient facility located adjacent to the existing health center in Mashpee, MA.

Proposals must be received not later than 3:00 pm, December 16, 2010. Six copies shall be mailed or hand delivered to:

Karen L. Gardner, CEO
Community Health Center of Cape Cod
107 Commercial Street
Mashpee, MA 02649

The Community Health Center of Cape Cod reserves the right to reject any and/or all proposals.
Table of Contents

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Price Proposal</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Price Proposal</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2</th>
<th>General Information</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Introduction</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>2.02 Proposal Submission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.03 Qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.04 Contract Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.05 Construction Manager Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.06 Period of Performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.07 Project Team</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.08 Definitions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.09 Local, Minority and or Women Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.10 Project Funding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.11 Project Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.12 Labor Requirements</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 3</th>
<th>Preconstruction Services</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Scope</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>3.02 Initiation Conference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.03 Project Schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.04 Review of Design Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.05 Value Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.06 Long-Lead Time Procurement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.07 Construction Contract Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.08 Interfacing Separate Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.09 Job Site Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.10 Bid Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.11 Measurement and Payment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 4</th>
<th>Construction Management Services</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01 Scope</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>4.02 Bidding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.03 Construction Manager Duties and Responsibilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.04 Construction Management Service Fees and Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.05 Reimbursable Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.06 General Condition Items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.07 Personnel Hourly Rate Schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.08 Credits to the Community Health Center of Cape Cod</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.09 Direct Construction Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10 Contingency Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11 Changes in Construction Management Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12 Intentionally Blank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13 Bonding Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14 Subcontract Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.15 Travel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.16 Measurement and Payment  
4.17 Historical or Archaeological Deposits  
4.18 Property Insurance  

**Section 5 Proposal Instructions**  
5.01 Proposal Preparation Instructions  
5.02 Business Proposal  
5.03 Technical Proposal  
5.04 Explanation to Offeror  
5.05 Conditions Affecting Work  
5.06 Inquiries  

**Section 6 Proposal Evaluation/Contract Award**  
6.01 Proposal Evaluation Committee  
6.02 Proposal Evaluation  
6.03 Proposal Information and Format  
6.04 Balanced Bids  
6.05 Intentionally Blank  
6.06 Award  

**Section 7 General Conditions**  

**Section 8 Supplemental Conditions**  

*Appendix for Preliminary Schematic Design Plans*
SECTION 1
PRICE PROPOSAL

1.01 Price Proposal
The Construction Manager, acting independently and not as an agent of the Community Health Center of Cape Cod, agrees to furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for or incident to the performance of the work set forth in this solicitation for the following fixed prices.

Preconstruction Services
Description: Preconstruction Service fees include the cost for all services required in Section 3 of this document.

The sum of: _______________________________ Dollars ($____________________________)

($_________________________________

Construction Management Services
Description: Construction Management Service fees include the cost for all services required in Section 4 of this document

The sum of: _______________________________ Dollars ($____________________________)

Guaranteed Maximum Price for Construction
The guaranteed maximum price will be determined following award of contract and all subcontracts. This response should include the contractor's bid for the fee percentage based on total actual cost of the construction project. Costs which would cause the guaranteed maximum price to be exceeded shall be paid by the contractor without reimbursement by the owner. Any savings realized on the GMP, shall be accrue 70% to the owner and 30% to the contractor.

Fee Percentage ______%  

Name and Address of Firm:
____________________________________  Phone: _____________________________
____________________________________  email: _____________________________
____________________________________  - FAX: _____________________________
### Acknowledgment of Addenda/Modifications: (provide number and date of each)

<table>
<thead>
<tr>
<th>Addenda Title</th>
<th>Date Received:</th>
<th>Date Returned:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature

Firm

Title (Firm Official Authorized to Sign Document)

Date
SECTION 2
GENERAL INFORMATION

2.01 Introduction
Community Health Center of Cape Cod, is an independent, non-profit 501c(3), Federally Qualified Health Center with a principle place of business located at 107 Commercial Street, Mashpee, Massachusetts. CHC/CC operates two satellites (Falmouth and Bourne, MA) and a School Based Health Center located within Barnstable High School. CHC/CC has been in operation approximately 13 years, employs 125 individuals and has an annual operating budget of just under $10 million.

CHC/CC applied for and received funding ($6,000,000) from the federal government under the Affordable Care Act for construction and capital development of a building addition at the Mashpee location. This project is estimated at $8,500,000 (including equipment, furnishings and project oversight). Total construction costs are estimated at $6,500,000.

CHC/CC is soliciting proposals from qualified firms to provide construction management at-risk services for construction of the proposed facility. This facility will be a 22,000 square foot outpatient health center, designed to serve the town of Mashpee, Sandwich, Bourne and Falmouth, as well as the surrounding communities. The facility will be located adjacent to the existing health center. The completed facility will host a broad range of outpatient medical, behavioral health and dental services and support functions. CHC/CC has set a goal to comply with the Leadership in Energy & Environmental Design (LEED) version 2.2 criteria (or most recent), and qualify with a silver rating of the building.

Construction Manager At-Risk contract for Preconstruction Services and Construction Management Services will be on a firm-fixed price basis and will require Construction Manager At-Risk services as described herein. Standard Form AIA Documents, "Agreement Between Owner and Contractor, where the basis for payment is the COST OF WORK PLUS A FEE with a negotiated Guaranteed Maximum Price" will be utilized upon award of this pre-construction and construction management contract.

The project (construction) must be completed and certificate of occupancy received by September 30, 2012. CHC/CC is committed to ensuring that goods and services are purchased in a competitive, open, effective and efficient manner that also provides compliance with the provisions of applicable federal, state and local statues/executive order.

In accordance with the policies and standards set by the Affordable Care Act, Capital Development Program, grant recipients and vendors must comply with the following applicable standards and regulations:

- Equal Opportunity, as amended (E.O. 11246)
- Copeland "Anti – Kick Back” Act (18 U.S. C 874 and 40 U.S.C 276c)
- Contract Work Hours and Safety Standards Act (40 U.S.C 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)
• Clean Air Act (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251 et. Seq)

• Byrd Anti-Lobbying Amendment (31 U.S.C 1352)

• Debarment and Suspension (E.O 12549 and 12689)

All respondents to this request for proposal must certify that their bids comply with requirements contained in the Affordable Care Act and provide adequate documentation thereof.

2.02 Proposal Submission
Proposals must be received not later than 3:00 pm (local time), December 16, 2010. A minimum of 1 original and 5 copies shall be provided. The proposal package is to be sealed with an outside statement “RFP CHC/CC Construction Management Services”. All materials submitted become the property of the Community Health Center of Cape Cod and may be returned at the discretion of the Community Health Center of Cape Cod. The Community Health Center of Cape Cod is not liable for any costs associated with the preparation of proposals or other costs incurred prior to the signing of a contract. Materials submitted by FAX or email will not be accepted.

Timeline for project:
• November 5, 2010 – RFP Issued
• November 16, 2010 (4:00 pm) - Deadline for submitting questions
• November 17, 2010 (4:00 pm) - Addendum and answers to questions posted on www.chcofcapecod.org
• December 16, 2010 (3:00 pm) – Response proposals due
• December 31, 2010 – Selection announced

2.03 Qualifications
The principal firm(s) submitting proposals must be firms regularly engaged in the provision of construction management at-risk services. In addition, each firm must be experienced in the construction of health care facilities (including cold weather climates) as evidenced by at least 2 projects of similar size/type within the past 5 years. Each proposal must be of sufficient detail to demonstrate the firm’s ability to perform all aspects of the scope of work. See Section 5 for additional proposal requirements.

2.04 Contact Information
Prospective construction manager firms may make written or verbal inquiries concerning this RFP to obtain clarification of requirements.
Technical inquiries related to the requirements of the RFP should be directed to:

Karen Gardner, CEO
Community Health Center of Cape Cod
107 Commercial Street
Mashpee, MA 02649
Email: kgardner@chcofcapecod.org
Phone: 508-539-6000 x109
Fax: 508-477-3909
All site visits must be coordinated through the Project Manager. Persons entering the site are subject to applicable Community Health Center of Cape Cod codes, ordinances and other requirements.

2.05 Construction Management Services
The Community Health Center of Cape Cod will utilize the Cost of Work Plus Fee process for the construction of the Community Health Center of Cape Cod. The Construction Manager will perform professional management services, but will not directly perform any of the construction work (with the exception of General Condition items). The Construction Manager shall attend regular meetings as a member of the Architect-Engineer /Community Health Center of Cape Cod Construction Manager Team (CMT) involved with the construction of the health center addition. The Construction Manager shall provide recommendations on cost control with a view towards value engineering, construction coordination and scheduling. In addition, the Construction Manager shall provide direct management of all construction activities and construction subcontracts. Construction Management services shall be provided in two independent phases which include, but are not limited to, the following activities:

Upon issuance of Notice to Proceed, the Construction Manager shall initiate performance of the following functions and provide a detailed written report within 60 calendar days thereafter on the findings and deliverables to the CMT:
- Conduct a comprehensive value engineering review of the Final Construction Documents and identify items that could be modified for cost savings without a significant reduction in quality or function.
- Review Final Construction Documents for errors, ambiguities, inconsistencies and constructability.
- Identify proposed construction bid packages and prepare a draft schedule for advertisements for bids.
- Pre-qualify prospective subcontractors.
- Develop a preliminary project construction schedule

Construction Management Services
After submission and approval of the above pre-construction report, the Construction Manager shall perform construction management services including, but not limited to, the following functions:
- Bidding and award of subcontracts (with input and approval from the CMT)
- Direct management and general supervision of the on-site construction activities, including work performed by subcontractors.
- General Condition items.
- Assumption of the responsibility for completing the project within the Guaranteed Maximum Price.
- General construction management services as required during the construction phase of the project.
- Development and monthly (or more frequent, as agreed upon with the CMT) update of a construction progress schedule in critical path format.
- Maintain current as-built drawings
- Develop operation and maintenance manuals

A Construction Management At-Risk Contract is expected to be awarded as a result of this solicitation. The contract will establish a firm-fixed sum amount for Preconstruction Services and Construction Management Services. AIA Document A111 – Standard Form Agreement Between Owner and Contractor where the basis for payment is the Cost of the Work Plus a Fee with a negotiated Guaranteed Maximum Price (GMP) will be used by the parties as the contractual document. A guaranteed maximum price will be negotiated based on final selection of all subcontractors and all other determinants of cost.
2.06 Period of Performance
The Construction Management At-Risk contract is expected to commence at the Notice to Proceed date and continue until Project Close-Out. It is anticipated that a Notice to Proceed will be provided on or about December 31, 2010. The duration of Construction Management Services is estimated to be 21 months, beginning as early as January 2011.

2.07 Project Team
The Community Health Center of Cape Cod will establish a construction management team to facilitate the Community Health Center of Cape Cod involvement in the construction of the health center. The team will be responsible for general oversight of the construction activities and progress, including the performance of the Construction Manager. The Construction Manager will be required to provide weekly construction progress reports to the team and attend team meetings upon request. The health center CEO will serve as the Project Manager and liaison to the Construction Management Team (CMT).

2.08 Definitions
a. The term CRST as used herein refers to the Community Health Center of Cape Cod.
b. The term “Construction Manager” or “CM” or “as used herein refers to the contractor entering into the Construction Manager At-Risk contract with the Community Health Center of Cape Cod.
c. The term “Contracting Official” or “Contracting Officer” as used herein refers to the Contracting Official, Community Health Center of Cape Cod.
d. The term “Project Officer”, as used herein refers to the Community Health Center of Cape Cod representative responsible for administration of this contract (CEO).
e. The term “Project Superintendent” or “Project Manager” as used herein refers to the Construction Manager’s employee(s), who shall be designated by the Construction Manager to manage and direct the performance of the job-site functions specified in this document.
f. The term “Subcontractors” as used herein means any first-tier (or lower tier) contractor under direct contract with the Construction Manager (Prime Contractor).
g. The term “Architect”, “Architect/Engineer” or “AIE” as used herein refers to Architectural or Engineering firms providing project design, inspection or construction observation services.
h. The term “CMT” or refers to the CHC/CC building committee or project management team.
i. The term “CHC/CC” refers to the Community Health Center of Cape Cod.

2.09 Local, Minority and/or Women Owned Business Preference
Qualified firms certified by the State Office of Minority and Women Businesses (SOMWBA) ; and/or Cape Cod contractors are eligible to receive additional consideration in the award of the contract for construction management services and any subsequent construction subcontracts awarded pursuant to the construction management services portion of the contract.
SOMWBA Certification must be completed and submitted with all proposals requesting preference. Failure to submit the statement with the proposal will result in no consideration of SOMWBA or local preference in the evaluation. Articles of Incorporation or other certified documents showing local ownership for at least one year must be submitted for local preference consideration. Firms responding to this Request for Proposals that are determined to be eligible will receive an additional 5 points on a 100 point evaluation system (or 10% of the total possible points if other than a 100 point evaluation system). Firms submitting bids for competitively bid construction subcontracts awarded by the Construction Manager are to be eligible for a preference in the amount of 5% of the lowest responsive bid price.
2.10 Project Funding
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2.11 Project Budget
A total project budget of $8,579,000 to complete the facility in accordance with the Final Construction Documents, including all building construction, fixed medical and non-medical equipment, site improvements, CM fees, and contingencies has been established. This amount does include architect/engineer provided construction administration services, design costs or costs for movable medical and non-medical equipment, as well as contingencies. The GMP construction budget will be determined as described in section 2.05.

2.12 Labor Requirements
a. The provisions of the Davis-Bacon Act are NOT applicable to this Contract and all subcontracts.

SECTION 3
PRECONSTRUCTION SERVICES
3.01 Scope
The Construction Manager shall provide Preconstruction Services as described herein. The services include, but are not limited to, value engineering recommendations, development of project schedule, and review of the Final Construction Documents. Emphasis shall be placed on the project constructability and minimization of Requests for Information and Change Orders due to ambiguities, errors and inconsistencies in the Final Contract Documents.

3.02 Initiation Conference
Representatives of the Construction Manager shall attend an orientation with representatives of the Community Health Center of Cape Cod (CMT). This orientation will be held in at the main health center location in Mashpee, MA. Items of discussion will include, but not be limited to; details of project scope and definition, project schedule and project budget.

3.03 Project Schedule
At the conclusion of the review of the Final Construction Documents, the Construction Manager, in consultation with the Health Center Staff and CMT, shall prepare/update a detailed project schedule in Critical Path Method (CPM) for the construction phase of the project. The final draft of the schedule shall be signed by the Construction Manager and the CMT, and will be incorporated into the Contract.

3.04 Review of Design Documents
The Construction Manager shall perform a comprehensive review of the Final Construction Documents (plans and specifications). The review shall focus on identification of areas of the documents that need modification, clarification, or details to facilitate construction with a minimum of Request for Information. In addition, the documents shall be reviewed for errors and inconsistencies among plan sheets and between the plans and specifications. Advice shall be provided on estimated cost, materials, constructability, availability of labor, and materials and time requirements for construction. A detailed written report shall be provided to the Community Health Center of Cape Cod within 60 days of Notice to Proceed.

3.05 Value Engineering
The Construction Manager shall participate with CHC/CC staff in value engineering discussions.
pertaining to systems, equipment, finishes, materials, etc. with an emphasis on identifying changes that will reduce costs without reduction in quality of functionality.

3.06 Long-lead Time Procurement
The Construction Manager shall identify, estimate costs, recommend for purchase, and expedite the procurement of building equipment, materials and supplies which require long lead time for procurement or manufacture, as well as early bid packages if requested by the CHC/CC.

3.07 Construction Contract Documents
The Construction Manager shall make recommendations to the CHC/CC regarding the division of work into separate contracts (bid packages) to permit phasing of construction to maximize economy and facilitate SOMWBA Preference in subcontracting. The Construction Manager shall consider such factors as type and scope of work, available funding, weather, performance time, work sequencing, availability of labor and materials, shipping costs, building code restrictions, and other limiting factors.

3.08 Interfacing Separate Contracts
The Construction Manager shall review the plans, specifications and schedules included in each bid package to identify discrepancies and minimize conflicts, overlaps and gaps between subcontractors.

3.09 Job Site Facilities
The Construction Manager shall review the specifications to ensure that they contain provisions for all temporary facilities necessary to enable subcontractors to manage and perform their work.

3.10 Bid Documents
The Construction Manager shall assemble bid packages, including copies of drawings and specifications and any contract requirements provided by the CHC/CC in a manner to facilitate obtaining competitive bids on appropriate segments of construction, including procurement of equipment, materials and supplies purchased separately. Procurement of the separate contracts shall be accomplished by competitive bidding procedures. Bid packages shall be identified by the Construction Manager and approved by CHC/CC. CHC/CC will provide reproducible copies of plans and specifications of the agreed upon bid packages to the Construction Manager. The cost for reproduction of the Bid Package Documents shall be paid under the Construction Management Services portion of the Contract as a General Condition item. Award of each subcontract shall be made in accordance with the requirements herein and the Community Health Center of Cape Cod procurement requirements including, but not limited to, CRST procurement policy and priority to SOMWBA/local preference.

3.11 Measurement and Payment
Preconstruction Services: The Community Health Center of Cape Cod will pay the Construction Manager as total compensation for Preconstruction Services the fixed fee amount established in the Contract for Preconstruction Services. Payment for Preconstruction Services shall be full compensation for all preconstruction services required to perform the scope of work as described herein and not otherwise payable as Construction Management Services, or Direct Construction Costs. Payment will be made after satisfactory completion of the preconstruction services scope of work and CRST receipt of a properly executed request for payment. Partial payment for preconstruction services will not be made.
SECTION 4
CONSTRUCTION MANAGEMENT SERVICES

4.01 Scope
The Construction Manager, independent of the Community Health Center of Cape Cod, shall provide construction manager at cost of the work plus agreed upon fee to organize, bid, manage, and direct the complete construction of the project and to assume all risks and responsibilities of constructing the project to establish a Guaranteed Maximum Price for total construction and the time period. A 10% retainage amount will apply. Upon award, the owner and the contractor shall agree upon mutually acceptable procedures for review and approval of contractor and subcontractor payments and retention. The Construction Manager shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for or incident to the performance of the work set forth in herein.

4.02 Bidding
a. Competitive Bidding
The Construction Manager shall solicit competitive bids for all work. Each invitation for bid shall clearly and accurately describe the requirements. Bid packages approved by the CMT shall be included in each solicitation as well as other requirements described herein, including but not limited to; general conditions, supplemental conditions, and previously specified preference requirements. Unnecessarily restrictive specifications or requirements which might unduly limit the number of bidders shall be avoided. FAX or emailed bids are acceptable if the Construction Manager has procedures in place to maintain confidentiality of the bids until the end of the bidding period. Invitation for bids shall be advertised through construction plan services, direct distribution to prospective bidders, posting in public places, publication in newspapers and such other means as may be appropriate, in sufficient time to enable prospective bidders to prepare and submit bids in a timely manner.

b. Qualification of Bidders
A non-mandatory pre-bid conference may be held for each bid. General project information and requirements shall be addressed at the pre-bid conference. The pre-bid conference shall also serve as a means for obtaining comment from prospective bidders to clear up any questions with the documents. The Project Manager shall be represented at all pre-bid conferences. Bidders may be required to meet specified qualifications before being invited to submit a bid on the separate bid packages. To facilitate the pre-qualification of bidders, a consolidated announcement for publicizing a series of separate bid packages may be issued. Each bid package included in the consolidated announcement shall be described in sufficient detail to inform prospective bidders of the nature and scope of the work and shall contain instructions to interested bidders for submitting qualifications. If so required, all interested bidders who have been pre-qualified in accordance with the established criteria shall be invited to submit a bid on the respective bid package.

c. Construction Manager Bidding Restrictions
The Construction Manager shall not bid work in competition with bidding contractors. Neither the Construction Manager nor any firm in which a principal (i.e., over 10%) stockholder or member of the Construction Manager has a financial interest shall, during the term of the Contract, make or cause to be made any bid for construction work of the project referred to in this Contract.

d. Bids Exceeding Budget
If the low bid for any bid package exceeds the Construction Manager’s budget line item for such
package, the Contracting Official may authorize one of the following procedures:
1. The Construction Manager may negotiate with all responsible bidders to reduce the price of the bid package to a cost which will not exceed the budget price.
2. Reject all bids and issue a revised invitation to bid, subject to approval by the Community Health Center of Cape Cod.
3. The Construction Manager may award to the low bidder for a price above the budget line item, provided that a reasonable justification exists for the overrun including a written statement of how the award affects the overall project costs and written concurrence from the Contracting Official.
4. The Construction Manager may perform the work itself for the amount not to exceed the budget line item price if 1) no bids are received or all bids exceed the budget line item and 2) the Contracting Official concurs with issuance of a contract to the Construction Manager firm for the work.

e. Contract Awards
The results of all bids and recommendations for award shall be submitted to the Community Health Center of Cape Cod for evaluation. The Construction Manager shall not make bid awards without Health Center Project Manager, or CMT, approval and authorization. All construction contracts between the Community Health Center of Cape Cod and the Construction Manager (prime contractor), between the Construction Manager and subcontractors, and between subcontractors and lesser tiers of subcontractors, shall incorporate the General Conditions and supplemental conditions, as applicable.

f. Separate Bids
The Construction Manager shall bid and award separate contracts as required for the construction of the project. Each bid and award shall be subject to approval by the Contracting Official. Each subcontractor shall perform not less than 60% of the actual task required of their contract utilizing direct subcontractor employees.

4.03 Construction Manager Duties and Responsibilities
a. Construction Manager Organization
The Construction Manager shall establish organization and lines of authority required to carry out requirements of the Contract in order to organize and direct the complete construction of the Project. A list of personnel, approved by the CMT shall be included as a separate attachment to the Contract, and shall be the key personnel to be used on the project unless otherwise approved by modification to the Contract. Unless otherwise approved, this list shall include the all key personnel identified in the Technical Proposal (see Section 5). The Construction Manager shall furnish the services of the key personnel identified. No substitution of any key personnel shall be made by the Construction Manager without the prior written consent of the CMT. Before any such substitution, the Construction Manager shall submit to the Project Manager (and or CMT) a detailed justification supported by the qualification of any proposed replacement. In no case will a substitution with an individual having less experience and/or qualifications than the individual being replaced be considered. The Construction Manager services shall be performed by direct Construction Manager employees, unless otherwise authorized by the Project Manager. The employment of, contract with, or use of the services of any other person or firm by the Construction Manager, as consultant or otherwise, shall be subject to the prior written approval of the Project Manager. Such approval shall not be construed as an agreement between the Community Health Center of Cape Cod and any such person or firm. All services under the Contract shall be performed in a competent and efficient manner. The Project Manager may require the Construction Manager to remove from the work any employee the Project Manager deems incompetent, careless, or otherwise objectionable and replace any such employee
with suitable personnel.
The Construction Manager shall prepare and publish a field operation manual to implement the
distribution of the work to be performed under the terms of this Agreement. The manual shall
include the following data:

- Directory of Personnel
- Correspondence
- Reports and Records
- Inspection Procedures
- Shop Drawings
- Submittals
- Requests For Information
- Testing Laboratories Procedures (if applicable)
- Subcontracts
- Contract Changes
- Extensions of Time
- Progress Payments
- Final Acceptance Procedures
- Additional Instructions

b. Pre-Construction Conferences
The Construction Manager shall conduct pre-construction conferences with successful bidders. The
meetings shall be scheduled and conducted to be attended by the separate contractors and
representatives of the Project Manager, CRST, to discuss such matters as procedures, progress,
problems, scheduling, and equal employment opportunity provisions. The Construction Manager shall
take and distribute minutes of such meetings to principals in attendance.

c. Construction Estimate Revisions
The Construction Manager together with the Project Manager and Community Health Center Project
Management Team, shall review all bids. The Project Manager/Project Management Team will have
final decision making authority to select a subcontractor. The final guaranteed maximum price will be
negotiated once all bids (subcontract are received).

d. Shop Drawings, Materials, and Supplies
The Construction Manager shall, in cooperation with the Community Health Center of Cape Cod and
the AIE, establish and implement procedures for expediting the processing and approval of shop
drawings, catalogs and samples, and the scheduling of material requirements.

e. On-Site Project Supervision
The Construction Manager shall maintain a competent full-time supervisory staff at the job site for the
coordination and direction of the work of the separate contractors. In addition, the Construction
Manager shall determine the adequacy of the subcontractor personnel and equipment, evaluate the
availability of necessary materials and supplies, take the action necessary to correct any defective work
and maintain the job schedule. The Construction Manager’s job-site Project Manager and Project
superintendent shall have a minimum of 10 years supervisory experience as project
manager/superintendent in major building construction activities. The manager and superintendent
are expected to work closely with the Project Manager and shall be directly engaged in the managing,
directing, inspecting, and coordinating the on-site construction activities to insure completion of all
construction within the schedule and in accordance with the requirements of each respective construction contract. The Project Manager’s representative will inspect the work on a daily basis. The Construction Manager shall provide full access to the jobsite and address all questions and concerns. The purpose of such inspections is to assure that materials and installation thereof are in accordance with the Contract documents, to ascertain that the value of the work is relative to the latest periodic estimate, and to review the job site records of the Construction Manager. The Community Health Center of Cape Cod shall make recommendations on work that does not conform to the Contract requirements. In the event an interpretation of the meaning and intent of the working drawings and specifications becomes necessary during construction, the Construction Manager shall request a written interpretation from the Project Manager. The Community Health Center of Cape Cod will arrange for any AIE review deemed necessary.

f. Comprehensive Safety Program
The Construction Manager shall submit to the Project Manager a comprehensive safety program which complies with the requirements of the Occupational Safety and Health Act. During construction, the Construction Manager shall review the safety programs developed by each of the separate contractors, monitor compliance by the separate contractors and report deficiencies.

g. Labor Relations
The Construction Manager shall develop and administer an effective labor relations program for the Project, as applicable.

h. Job Site Records
The Construction Manager shall maintain the following at the jobsite. Prior to final payment, copies of the records shall be delivered to the Project Manager upon request.
1. Current basis records of all contracts; materials; equipment; applicable handbooks; technical standards and specifications; and any other related documents and revisions thereto which arise out of this Contract or the construction work.
2. Cost accounting records in accordance with established procedures with respect to portions of the work to be performed by change orders or otherwise on a time and materials, unit cost, or similar basis requiring the keeping of records and computation therefrom.
3. Accurate and detailed written records of the progress of the project during all stages of construction;
4. A minimum of monthly written progress reports to the Project Manager including, but not limited to, information concerning the work of each of the separate contractors, the percentage of completion and the number and amount of change orders.
5. Daily detailed log of all events occurring on the job site or connected with the progress of the project. The log shall be open to the Project Manager and CMT representatives at all times and shall be provided to the Project Manager at the completion of the construction.
6. A current set of working drawing prints and specifications clearly and accurately showing all changes and deviations shall be maintained to facilitate preparation of as-built drawings. After completion of the project, the marked drawings and specifications shall be delivered to the Community Health Center of Cape Cod. The Community Health Center of Cape Cod will arrange for the preparation of final as-built drawings (by others).
7. Professionally endorsed building survey and layout records including; building lines, elevations of bottoms of footings, floor levels and approaches.
8. Copies of the Progress Schedule to reflect current conditions and provide copies to the Project Manager with periodic reports as to deviations from the schedule, the causes of the deviations, and the
corrective action taken. The progress schedule shall be in Critical Path Method (CPM) format.

i. Changes in the Work
The Construction Manager shall make recommendations to the Project Manager for such changes in the work as the Construction Manager may consider necessary or desirable or as requested by the Project Manager. Information, including costs required for change orders and documentation that all change orders are properly performed, shall be provided to the Community Health Center of Cape Cod. All change orders are subject to approval of the Community Health Center of Cape Cod.

j. Payments to the Separate Contractors
The Construction Manager shall review and process all applications by the separate contractors for progress final payments and make recommendations to the Project Manager for approval thereof upon approval, the Construction Manager shall make payment to the separate contractors.

k. Storage of Materials and Equipment
The Construction Manager shall accept receipt of materials and fixed equipment purchased by the Community Health Center of Cape Cod and provide for protected storage of the materials and equipment until provided to subcontractors for installation.

4.04 Construction Management Service Fees and Staff
The Construction Manager shall submit with the proposal a fixed fee amount for all inclusive Construction Management Services. In addition, an itemized listing of all personnel proposed to be utilized and services proposed to be performed under Construction Management Services shall be attached. The listing shall include, but is not limited to:

a. All personnel not regularly performing duties at the job site, including but not limited to; estimators, office assistants, accountants, officers, general supervisory employees, and executives shall be included.

b. All non-jobsite costs not specifically allowable as reimbursable or direct construction costs shall be included.

c. All costs related to the administration and supervision of warranty work performed by construction manager subcontractors after completion of the project.

4.05 Reimbursable Costs
Not applicable as part of this contract.

4.06 General Condition Items
General Condition items shall be restricted to support type operations and shall not include labor and material utilized in construction of the project and resulting in a permanent part of the total facility. To the maximum extent possible, the Project Manager or Project Superintendent shall arrange for and oversee General Condition items.

General Condition items include, but are not limited to, the following:
- Site dust control
- Temporary toilets
- Temporary fencing
- Sidewalk bridges
- First aid station
• Temporary elevators
• Signs
• Safety barricades
• Temporary roadways
• Cleaning
• Potable Water
• Trucking
• Refuse disposal
• Temporary heat, water and electricity
• Field office and its related costs, equipment and furnishings.
• Materials and field testing
• Special inspections

4.07 Personnel Hourly Rate Schedule
A personnel hourly rate schedule shall be appended to the Contract. The rate schedule shall be prepared by the Construction Manager and shall include the following data:

a. A classification for each category of labor to be employed by the Construction Manager in performance of the General Condition items.
b. A specific rate for reimbursement of labor expended under each classification of labor in the performance of the General Condition items. Rates shall be fair and reasonable, based on current industry labor costs.
c. An itemized listing of overhead and fringe benefits and the cost of these items based percentage of labor rate or a fixed cost.

The personnel hourly rate schedule shall be used in determining the reimbursable amount due the Construction Manager in performance of General Condition items. The personnel hourly rate schedule shall not include the rates for employees that are not assigned to the job site.

4.08 Credits to Community Health Center of Cape Cod
The Community Health Center of Cape Cod shall be credited with such discounts of invoices as may be obtainable, the salvage value of materials charged to the Community Health Center of Cape Cod and taken over by the Construction Manager for its use when no longer needed by it in its performance of this Agreement; and any rebates, refunds, returned deposits or other allowances properly credited to the Construction Manager’s reimbursable costs and expenses hereunder.

4.09 Direct Construction Costs
Direct construction costs are those costs directly associated with the actual construction of the facility. This includes all approved costs incurred as a result of construction approved contract modifications approved by the Contracting Official and awarded by the Construction Manager (including any awarded to the Construction Manager), all equipment purchased by the Construction Manager and permanently installed as part of the project, and all Construction Manager purchased materials incorporated into the construction.

4.10 Contingency Fund
An agreed upon contingency fund shall be included in the GMP. All charges to this contingency fund will be subject to CRST advance approval before being charged to the fund. Administration of charges to the contingency fund will be documented and processed as a “Changes in Work” in accordance with the General Condition. Any unused contingency funding remaining at the end of the job will be credited from the GMP and will not be made available to the CM.
4.11 Changes in Construction Management Services
The Contracting Official may, at any time, by written order, make changes within the general scope of this Contract in the services to be performed. If such changes cause an increase or decrease in the Construction Manager’s cost of performance of any services under this Contract, an equitable adjustment of the fee shall be made and the Contract shall be modified accordingly. Any claim of the Construction Manager for adjustment must be asserted in written form within 30 days from the date of receipt by the Construction Manager of the notification of change, unless the Contracting Official grants a further period of time before the date of final payment under this Contract. No services for which an additional cost or fee will be charged by the Construction Manager shall be furnished without prior written authorization of the Contracting Official.

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4.13 Bonding Requirements
Upon Community Health Center of Cape Cod’s decision to award a contract for Construction Management Services, the following surety bonds will be required to be furnished to Community Health Center of Cape Cod Project Manager within 30 calendar days of award. Bonds shall be made payable to the Community Health Center of Cape Cod, issued by sureties currently on the U. S. Treasury list of Surety Companies acceptable on Federal Bonds and maintained for the life of the Contract.

a. Performance Bond in the amount of 100% of the Guaranteed Maximum Price to assure the Community Health Center of Cape Cod of full and prompt and complete performance of the Contract.
b. Payment Bond in the amount of 50% of the Guaranteed Maximum Price to assure payment of any and all claims for labor and materials used or consumed in construction of the Project.

Note: Cost of bonds shall be included as a reimbursable expense in the Guaranteed Maximum Price.

4.14 Subcontract Requirements
The contractor shall include all applicable requirements of the Construction Management Services Contract into all subcontracts, including but not limited to the following:

a. General Conditions
b. Supplementary Conditions
c. SOMWBA/local Preference
d. FAR Requirements
e. Labor Requirements
f. Intentionally Blank
g. Business License Requirements

In addition, the Construction Manager shall:

a. Utilize AIA standard forms, as modified herein, for all subcontracts unless otherwise approved by the Community Health Center of Cape Cod.
b. Include provisions for liquidated damages in each subcontract in amounts agreed upon by the Community Health Center of Cape Cod.
c. Retain funds from subcontractor progress payments in accordance with the General Conditions.

4.15 Travel
The cost of all employee travel to and from the jobsite, including but not limited to trips to the Construction Manager Offices and employee permanent residences, shall be included in the fix fee
amount for Construction Management Services. This includes all travel performed by the Construction Manager’s on-site staff (Project Manager, Project Superintendent, and others) as well as corporate staff unless specifically authorized by the Contracting Official.

4.16 Measurement and Payment
Payments for Construction Management Services will be made after receipt of properly executed requests for payment. Payment will be as follows:

a. Construction Management Services: The Community Health Center of Cape Cod will pay the Construction Manager as total compensation for Construction Management Services the fixed fee amount established in the Contract for Construction Management Services. Payment for Construction Management Services shall be full compensation for all Construction Management Services required to perform the scope of work as described herein and not otherwise payable as Preconstruction Services, Reimbursable Costs or Direct Construction Costs.

b. Reimbursable costs do not apply. Total compensation shall be included in the construction management fee and guaranteed maximum price.

c. Direct Construction Costs: The Community Health Center of Cape Cod will pay the Construction Manager an amount equal to the cost of all separate construction contracts awarded (including those awarded to the Construction Manager) and all equipment/materials purchased by the Construction Manager and permanently installed as part of the project, not to exceed the amount established in the contract. This includes all approved costs incurred as a result of construction contracts (including approved contract modifications) approved by the Contracting Official and awarded by the Construction Manager (including any awarded to the Construction Manager), all equipment purchased by the Construction Manager and permanently installed as part of the project, and all Construction Manager purchased materials incorporated into the construction. This amount shall be total compensation for all direct construction costs including all construction subcontracts, construction materials incorporated into the construction, and equipment permanently installed in the completed facility. Monthly progress payments will be made based on the actual direct construction work completed and accepted.

d. The combined total amounts paid to the Construction Manager for Preconstruction Services Costs, Construction Management Services Costs, Direct Construction Costs, as described herein shall not exceed the total Guaranteed Maximum Price established in the Contract.

4.17 Historical or Archaeological Deposits
If, during the course of construction, evidence of deposits of historical or archaeological interest are found, Contractor shall cease operations affecting the find(s) and shall notify Community Health Center of Cape Cod Project Officer, who will notify the Historical Preservation Officer. No further disturbance of the deposits shall ensue until Contractor has been notified by Community Health Center of Cape Cod that work may proceed. Community Health Center of Cape Cod will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Historical Preservation Officer.

5.06 Property Insurance
A. The Contractor shall purchase and maintain all applicable insurance (property, workers compensation, general liability, owner/operator, etc) as may be required at no cost to the owner.
SECTION 5
PROPOSAL INSTRUCTIONS AND NOTICES

5.01 Proposal Preparation Instructions
1. The purpose of these instructions is to provide guidance for preparation and submission of Proposals and to establish format and specific content of each Proposal to assure its completeness and suitableness for evaluation purposes. Non-conformance with these instructions may be cause for rejection of the Proposal.
a. Each Proposal shall be clearly and concisely prepared in writing (telephone and FAX offers will not be accepted). Include all information required by this solicitation, with pages numbered and logically assembled.
b. Each Proposal shall contain 1 original and five copies of the technical and Business Proposals, prepared in such format and detail as to enable the Community Health Center of Cape Cod to conduct a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offeror can meet the Community Health Center of Cape Cod’s requirements as set forth herein.
c. Each Proposal package shall be comprised of two sealed envelopes containing the following; 1) One original and five copies of the Technical Proposal clearly marked “Technical Proposal RFP CHC/CC” and,

2) one original and six copies of the Business Proposal clearly marked “Business Proposal RFP CM-CRHC”. Both envelopes shall be sealed in a third envelope and shall clearly identify your firm name and address. This request does not commit the Community Health Center of Cape Cod to award a Contract or to pay any costs incurred in Proposal preparation.
d. Each Technical Proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content.
e. Offeror’s are cautioned to submit adequate and sufficient information to enable the Evaluation Board to fully ascertain offeror’s capability to perform all of the requirements contemplated by the solicitation. The data submitted with each Proposal should be complete and concise. All commitments made in the Proposal shall become a part of any resulting Contract including clarifications.
f. The Offeror shall provide a statement from an approved bonding company on the total bonding capacity of the Offeror’s firm and the amount not currently encumbered.
g. Technical Proposals shall not include prices or pricing information.

5.02 Business Proposal
A Business Proposal must be submitted. It shall include a completed Price Proposal Form (Section 1) for Preconstruction Services, Construction Management Services

Proposals submitted without a fully completed, signed and notarized price proposal form (see Section 1) will be deemed non-responsive.
The proposal shall contain a complete detailed itemization of the Preconstruction Service Fee, Construction Management Services Fee, and Fee % (above actual cost) costs shown on the completed Price Proposal Form. This itemization shall include all costs included in the pricing, including but not limited to; employees (title, function and estimated hours), vehicle, materials, services, supplies, taxes, other direct costs, profit and overhead. The cost data provided will be utilized in the evaluation of the Price Proposals.

The Fee Percentage Proposal should include:
a. A list of clarifications and assumptions made by the CM in the preparation of the percentage proposal.
b. A reasonable estimate of project timeline until completion.
The CRST will review the % Fee proposal and the written statement for its basis. In the event of a Community Health Center of Cape Cod or AIA discovery of inconsistencies or inaccuracies in the information presented, the CM will be promptly notified.

The Guaranteed Maximum Price shall be the sum of:

a. Reimbursable Costs: N/A
b. Direct Construction Costs: The estimated cost of the work to be performed and materials to be purchased by the separate contracts including the cost of any separate contract permits, fees, taxes, patents, copyrights, royalties, and performance and payment bonds to complete construction of the project.
c. A contingency amount of approximately 5% of the sum of the estimated Direct Construction Costs is required and shall appear as an itemized amount.
d. The cost of Preconstruction Services Fees, in the amount shown on the Price Proposal, as a fixed amount.
e. The cost of Construction Manager Services Fees, in the amount shown on the Price Proposal, as a fixed amount.

5.03 Technical Proposal
A Technical Proposal must be submitted in sufficient detail to evaluate the ability of the construction management firm submitting the proposal to perform the scope of work. The contents of the Technical Proposal must follow the evaluation criteria format addressing applicability to the various requirements of the solicitation and indicating how the requirements will be satisfied. The Technical Proposal shall address the following items in the exact order and format:

a. Firm’s construction management experience and ability to perform as Construction Manager-At Risk (GMP and Cost Plus Fee) for projects of similar size and complexity to the proposed facility.
   1. Submit a listing of previous contracts with references on which your firm performed construction manager-at risk services on which a guaranteed maximum price (GMP) and bonding was provided
   2. Provide a listing and amounts of Construction performance bonds obtained in the firm’s name the past 5 years
   3. Identify the firm’s current bonding capacity
   4. Provide a history of the firm, including years in business and number individuals employed by the firm.
   5. Provide a current summary financial statement, including revenue and expenses for the past 3 years.

b. Construction management experience and professional qualifications of proposed key jobsite staff.
   1. Provide a listing of all key staff that would be assigned to this project at the jobsite and perform all major aspects of the on-site responsibilities; including, but not limited to project manager, project engineer, project superintendents, etc.
   2. Provide a detailed resume of each of proposed jobsite staff, including all positions held within the past 10 years and references.
   3. Provide an organizational chart of the firm and proposed jobsite project staff.

c. Firm’s health care facility construction experience in the last 10 years on projects of similar size and scope of this project (new construction and/or additions to health centers, hospitals, and other health facilities with a construction cost in excess of $15 million).
   1. Submit a listing of the firm’s previous health care facility construction contracts (with costs and references).
d. Management Plan
1. Provide a narrative of the management plan that would be used for this project; including, but not limited to the follow:
   - Provision of the requirements of the scope of work.
   - CM responsibilities and authorities during each phase of the project.
   - CM relationship with the CRST.
   - Functions, responsibilities, and authorities of the CM.
   - Contract administrative procedures
   - Quality assurance/control program
   - Safety program
   - Conflict Resolution Program

e. Cost control and critical path scheduling experience.
1. Provide a summary of your firm’s cost control management program
2. Provide a summary of your firm’s critical path scheduling procedures.
3. Describe methods and techniques of cost control and management.
4. Describe computer hardware equipment and software programs used.

f. Construction management or contracting experience with federally qualified healthcare organizations.
1. Provide a listing of health care organizations and contracts by type of contract and a reference.

g. Construction management or contracting experience with LEED certification

h. Construction management or contracting experience in obtaining Department of Public Health Licensure

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5.04 Explanation to Offeror
Any explanation desired by an offeror regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc., must be provided in writing a minimum of 15 days prior to offer due date. Interpretation, if issued, will be in the form of an addendum to the Request for Proposal.

5.05 Conditions Affecting Work
Offeror should visit the proposed job site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve offeror from responsibility for successfully performing the work. The Community Health Center of Cape Cod will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless included in the Request for Proposal, Final Contract Documents, Addenda, or related documents.

5.06 Inquiries
Technical inquiries related to the requirements of the RFP should be directed to:
Ms. Karen Gardner, CEO
Community Health Center of Cape Cod
SECTION 6
PROPOSAL EVALUATION/CONTRACT AWARD

6.01 Proposal Evaluation Board
A proposal evaluation board will be convened by the Community Health Center of Cape Cod to review and rate the Technical Proposals. Evaluation of Technical Proposals will be directly based on the information provided in response to the technical evaluation factors of this solicitation.

6.02 Proposal Evaluation
Each Proposal will be evaluated on a 100 point system; Technical Proposals (80 points) and Business Proposals (20 points).

a. Technical Proposal Evaluation
The Technical Proposals will be evaluated on the following factors utilizing an 80 point rating system. The points for each factor are shown in parentheses.
1. Firm’s construction management experience as Construction Manager-At Risk for projects of similar size and complexity. (25 points)
2. Construction management experience and professional qualifications of firm’s proposed key jobsite staff (25 points)
3. Firm’s and key staff construction experience in the last five years on projects of similar size health centers, hospitals, and other health care facilities, with special attention to health center licensure experience (15 points)
4. Management plan. (5 points)
5. Cost control and critical path scheduling procedures. (10 points)
6. Construction management or contracting experience with SOMWBA certified agencies and/or federally qualified community health centers. (5 points)

b. Business Proposals Evaluation
The Business Proposals will be evaluated on the following factors utilizing a 20-point rating system. Each Proposal must contain all required information as specified in Section 5, including detailed Preconstruction Services, Construction Management Services and Guaranteed Maximum Price costs. Business Proposals will be evaluated considering the following:
1. Costs are compatible with scope of work (costs are neither excessive nor insufficient for the effort to be accomplished). (15 points)
2. All required itemized cost information has been submitted and costs are fully justified and documented (developed by using appropriate and acceptable methodologies, factual and verifiable data, estimates supported by valid and suitable assumption and estimating techniques). (5 points)

6.03 Proposal Information and Format
Offerors are cautioned to submit sufficient information and in the format specified to enable the evaluation board to fully ascertain each offeror's capability to perform all the requirements contemplated. Offeror’s may be asked, at the discretion of the Community Health Center of Cape Cod, to provide additional information for clarification.

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6.06 Award

The Community Health Center of Cape Cod intends to award a firm fixed-price contract to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Community Health Center of Cape Cod, price and technical factors considered. In evaluation and ranking of the Proposals, technical quality is more important than price, as shown by the respective evaluation points. The Community Health Center of Cape Cod reserves the right to award a contract at other than the lowest proposed price and waive informalities and minor irregularities in offers received. The Preconstruction Service, Construction Management Services, and Fee % (as shown on the Cost Proposal Form) of the firm submitting the highest ranked Proposal will be reviewed and evaluated by the Evaluation Board. Award may be made to this firm if the amounts are determined to be fair and reasonable by the Evaluation Board and the Community Health Center of Cape Cod. If the Business Proposal (or portions thereof including the Price Proposal) is determined not to be fair and reasonable, or does not contain sufficient information to make a determination, the firm will be invited to attend a price negotiation session with the Community Health Center of Cape Cod and submit a “best and final” Cost Proposal within 10 days of notice. If, after final price negotiations and evaluation of the “best and final” Cost Proposal, the Evaluation Board determines the Cost Proposal of the firm having the highest ranked proposal not to be fair and reasonable, cost proposals of other firms will be considered, in rank order of the firm’s proposal score. Award of this contract is anticipated on or before December 31, 2010. Award of this Contract and any modifications thereto is contingent upon receipt of funding from the Health Resources and Services Administration.

SECTION 7
GENERAL CONDITIONS
7.01 General Conditions

AIA Standard Conditions of the Construction Contract (AIA Document 111), are incorporated into this document. A full text of this document will be included with final awarded contract.

SECTION 8
SUPPLEMENTARY CONDITIONS

Supplementary Conditions

The intent of this Request for Proposal is to provide information to solicit bids for fixed price pre-construction and construction management services, based on the cost of work plus a negotiated fee. AIA Standard Forms will be used to document contractual agreement between the parties. It is also the intent of the Community Health Center of Cape Cod to engage the successful bidder in the establishment of a guaranteed maximum price. While Community Health Center of Cape Cod has a total project budget, the guaranteed maximum price is not yet determined.