

UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY
100 Carlson Avenue
Newton, MA 02459



REQUEST FOR PROPOSALS

FOR

CONSTRUCTION AUDIT SERVICES

FOR

THE UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY

May 24, 2023

Proposals Due: Wednesday, June 14, 2023, 2:00 p.m.



REQUEST FOR PROPOSALS FOR CONSTRUCTION AUDIT SERVICES

1. Introduction

1.1 Background on the Request for Proposal

- (a) The University of Massachusetts Building Authority (the “Authority” or “UMBA”) is issuing this Request for Proposals for Construction Audit Services (“RFP”). UMBA manages a significant amount of the construction activity of the University of Massachusetts System, inclusive of five campuses in Amherst, Boston, Dartmouth, Lowell and Worcester. We are looking to engage individuals or consulting firms to perform contract compliance audits for specific projects or for other work related to UMBA’s construction program. UMBA will evaluate submissions of all Respondent firms pursuant to the evaluation criteria set forth in this RFP. UMBA may award work orders to any selected firm via “Mini-bid” or “List Selection”, as those terms are defined in Section 5. Any firm selected to provide UMBA with Construction Audit Services on work orders awarded will be required to execute a **contract** with UMBA in the form set forth in **Attachment C** or as further modified by UMBA.
- (b) At the conclusion of this RFP, UMBA intends to select and enter into agreements with various individuals and/or firms to be “on-call” and to assure that the UBMA has ongoing and expeditious access to Construction Audit Service providers at competitive (and preferably discounted) rates. Please note that selection of a Respondent pursuant to this RFP does not guarantee that UMBA will award any work orders for Construction Audit Services to any of the Respondent firms. UMBA may choose in its sole discretion to select one, some or none of the Respondents.

1.2 Background on the UMBA

UMBA is an independent body politic and corporate and an authority of the Commonwealth of Massachusetts created by and existing under Chapter 773 of the Acts of 1960, as amended (the “Enabling Act”).

UMBA is created for the general purposes of aiding and contributing to the performance of the educational and other purposes of the University of Massachusetts (“University”), by providing residence halls, dining commons and other buildings and structures for the use of the University, its students, staff and their dependents and certain approved organizations. The Authority serves the University of Massachusetts, which is comprised of five campuses at Amherst, Boston, Dartmouth, Lowell, and the Medical School in Worcester.

UMBA consists of eleven (11) members, five of whom are Trustees of the University of Massachusetts and all of whom are appointed by the Governor.



In the exercise of its powers and performance of duties under UMBA's Enabling Act, UMBA has certain general and specific powers relative to the financing and construction of capital projects and the acquisition and disposition of real and personal property for the benefit of the University. Upon approval by the University Board of Trustees and UMBA Board of Directors as provided in the Enabling Act, such powers include but are not limited to:

- (a) To construct buildings or structures and to acquire, add to, alter, enlarge, reconstruct, remodel and do other work in or upon or respecting any building or structure;
- (b) to provide and install furnishings, furniture, machinery, equipment, facilities, approaches, driveways, walkways, parking areas, planting and landscaping in or for or related to any such building or structure; provided, that such approaches, driveways, parking areas, planting and landscaping;
- (c) to repair, maintain and operate all property in which UMBA holds an interest;
- (d) to rent or lease as landlord any building or structure or portion thereof or parking or other area held by it hereunder, to operate the same and to provide services therein, and to establish rules and regulations for the use thereof;
- (e) to borrow from time to time to achieve any one or more of its corporate purposes and to refund obligations earlier incurred for any such purpose and for refunding, and to sell its bonds and notes therefor, payable solely from its revenues;
- (f) to fix and revise from time to time, and to charge and collect rates, fees, rentals and other charges for the use of any building, structure, other property or portion thereof under its control;
- (g) to acquire real and personal property by lease, purchase or otherwise, provided that the Authority shall have no power to acquire property by any eminent domain proceedings;
- (h) to hold and dispose of real and personal property in the exercise of its powers and the performance of its duties under its Enabling Act;
- (i) to acquire from the commonwealth by purchase, lease or grant such property of the commonwealth, real or personal, or easements or rights therein, as may be necessary or desirable for carrying out the provisions of this act;
- (j) to enter into long-term leases for the purposes of alleviating educational space overcrowding at university campuses and for the purpose of stimulating economic development in gateway municipalities, as defined by section 3A of chapter 23A of the General Laws, across the Commonwealth;



- (k) to make application for, receive and accept from the federal government or any agency thereof grants or loans for or in aid of the payment of all or any part of the cost of a project;
- (l) to receive and accept contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants and contributions may be made;
- (m) to invest any funds held by it pending disbursement, which investment may be made in accordance with the provisions of its Enabling Act;
- (n) to do all acts and things necessary or convenient to carry out, or, in connection with any financing or refinancing provided by HEFA, to assist and cooperate with the university, other university affiliates, or HEFA in carrying out.
- (o) to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.

2. **Scope of Services Required**

It is anticipated that Construction Audit Services will be required on an ongoing basis to address a wide range of issues concerning the core activity of UMBA. The consultant will work with a team of employees of UMBA to perform the following services:

Develop an audit program such that:

1. Staff may ensure that capital activity is administered in compliance with applicable laws, policies, industry auditing standards and contracts
2. Cost avoidance opportunities are identified
3. Billing Tests are conducted to determine if compensation is properly calculated
4. Projects are selected for review based upon risk factors
5. Internal controls are evaluated to determine if the process for selecting designers and construction managers is adequate and effective
6. Assess the contracting and construction management processes
7. Evaluate change order requests
8. Identify areas where UMBA could limit future risks and improve performance
9. A construction audit program could be managed or supplemented through internal resources



RESPONDENTS PLEASE NOTE: Individuals performing Construction Audit Services to UMBA may be considered to be “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). As a condition of any contract entered with UMBA for the provision of Construction Audit Services, UMBA will require contractors to certify, among other things, compliance with the Conflict of Interest law.

3. Submission of Responses

3.1 Schedule

(a) The RFP process will proceed according to the following anticipated schedule:

Activity	Date
Construction Audit Consulting Services RFP Issued	Wednesday May 24, 2023
Deadline for Questions	Wednesday May 31, 2023
Answers to Questions (if any)	Wednesday June 7, 2023
Proposals Due	Wednesday June 14, 2023 (2 P.M.)

- (b) Responses must be received by UMBA at the address set forth in Section 3.2 (b) no later than **2:00 p.m. EST, on Wednesday June 14, 2023**. Electronic response will be accepted by UMBA for purposes of meeting the response submission deadline UMBA shall determine in its sole discretion whether the response has been received within the deadlines established herein. UMBA shall not be responsible or liable in any way for late delivery or receipt of responses for any reason whatsoever including, but not limited to, equipment, technical, or network malfunction.
- (c) The responses will be evaluated pursuant to the criteria set forth in this RFP. Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the prequalification selection process is final.



- (d) The selected Respondent(s) will execute the **Construction Audit Services Agreement**, substantially in the form attached hereto as **Attachment C**. **RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER SERVICES AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL WITH THEIR RESPONSE. A FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER SERVICES AGREEMENT'S TERMS AND CONDITIONS.**

3.2 Instructions for Submission of Responses:

Respondents are cautioned to read carefully and conform to the requirements of this specific RFP. Failure to comply with the provisions of this RFP may serve as grounds for rejection of a response.

- (a) All responses must be submitted electronically and **must be received and successfully downloaded by the deadline on or before 2:00 on June 14, 2023 (unless such date and/or time is extended in writing pursuant to an Addenda issued by the Authority)**. Proposals shall be electronically delivered to:

UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY
Barbara J. Kroncke, Executive Director
(Via a Dropbox Link provided by UMBA for response to this RFP)

Delivery Instructions

- 1) Each respondent shall submit an electronic copy of its complete Proposal, including the Fee Proposal as a separate document, with all required forms, attachments, supporting documentation and information.
- 2) The electronic document title shall be the Name of the Firm and the language "Proposal for Construction Audit Services"
- 3) No later than two-business days prior to the submission due date, firms submitting Proposals shall email mburgoyne@umassp.edu and request the Dropbox Link established for response to this RFP. The Dropbox Link will be emailed to you within one-business day.
- 4) No later than the submission due date and time, the Proposal shall be submitted and downloaded to the Dropbox Link provided. The link will expire after the established due date and time.

Each proposal shall clearly identify the responding firm's name, business address, the contact person responsible for the Proposal, email and the telephone number of the contact person.



The Authority assumes no responsibility for electronic delivery or the complete and successful download of the Proposal documents.

- (b) **Authorized Representative's Signature and Acceptance Form**, in the form provided in **Attachment A** shall satisfy this requirement.

Any and all data, materials and documentation submitted to UMBA in response to this RFP shall become UMBA's property and shall be subject to public disclosure under the Massachusetts Public Records Act. In this regard, Respondents are required to sign the **Authorized Representative's Signature and Acceptance Form**, set forth as **Attachment A** hereto.

RESPONDENTS PLEASE NOTE: BY EXECUTING THE AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM AND SUBMITTING A RESPONSE TO THIS RFP, RESPONDENT AGREES THAT UMBA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE DISCLOSURE OF ANY MATERIALS SUBMITTED TO UMBA PURSUANT TO THIS RFP OR UPON RESPONDENT'S SELECTION AS A PREQUALIFIED CONTRACTOR. THE DETERMINATION AS TO WHETHER OR NOT A COUNTER-PROPOSAL WILL BE CONSIDERED OR ACCEPTED BY UMBA SHALL BE WITHIN THE SOLE DISCRETION OF UMBA.

3.3 Firm Information Required

- (a) **Qualifications and Experience.** All responses must include a statement of qualifications, experience and description of the Respondent firm and its history. The response also should specifically indicate the firm's current and historical expertise in the categories of Construction Audit Services identified in the RFP for which it seeks to be selected. Respondents are encouraged to provide information relative to office locations and practice areas geographically located in or in proximity to the University's campus locations (Amherst, Boston, Dartmouth, Lowell and Worcester).
- (b) **Resumes of Individuals.** All responses must include resumes of each individual who will be providing Construction Audit Services. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with UMBA. UMBA reserves the right to reject a firm's use of any particular individual to perform Construction Audit Services, within UMBA's sole discretion. Any changes to personnel require approval by UMBA, and UMBA reserves the right to terminate a contract if changes are not approved.



- (c) **References.** All responses must include references from at least three (3) clients of the firm, and preferably clients who have utilized the firm on matters related to the respective categories of Construction Audit Services for which Respondent desires to be selected. The references must include a contact person, a full address, and a phone number. In addition to the foregoing, please include a listing of public and private clients for whom the firm has provided services similar to those set forth in the categories of Construction Audit Services for which the Respondent seeks to be considered under this RFP, with a description of the services provided. If any of the individuals identified by a firm under 3.3(b) previously participated in any of the projects performed for other clients on the aforementioned listing, please identify the projects in which each individual participated.
- (d) **Fee Proposals.** All responses must include a fee structure to be used for the Construction Audit Services. The fee structure can be submitted on a per project basis, based upon the hourly rates of each individual identified as a provider of the Services, or in alternative format developed by the Respondent. Additionally, Respondent must include an explanation of all other direct expenses (*i.e.*, photocopying, faxing, telephone usage, *etc.*) (“Other Direct Expenses”).
- For comparison purposes, please provide the following:
- Provide a cost of service, broken down by estimated staff member and hours, for both a \$50 million project and a \$100 million project.
 - Pricing detail on control advisory services and compliance audit services.
- (e) **Solvency.** All responses must include a certification that the bidder has not been in bankruptcy and/or receivership within the last three calendar years.
- (f) **Corporate Good Standing.** All responses must include, if respondent is incorporated, identification of the bidder’s state of incorporation and a statement that it is in good standing in that state, and, if the state of incorporation is not Massachusetts, a statement that the Respondent has complied with all filing requirements of that state.
- (g) **Pending Litigation.** All responses must include details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Respondent or any of its officers, directors, employees, agents or subcontractors of which the Respondent has knowledge or a statement that there are none. UMBA reserves the right to reject a response based on this information.
- (h) **Affirmative Action.** All responses must include a copy of the interested firm’s Affirmative Action Policy.



4.1 Required Qualifications

All Respondents must demonstrate that they have significant experience, knowledge, expertise, and abilities in the specific categories of Construction Audit Services set forth in Article 2 of this RFP for which Respondent wishes to be considered for selection.

4.2 Evaluation Process and Criteria

Selection of Respondents to provide Construction Audit Services in one or more of the specified categories will be based on the following criteria:

- (a) Ability of the Respondent to respond to and meet the guidelines and conditions set forth in this RFP.
- (b) Demonstrated capacity, facilities and organizational structure to perform the type of services sought in this RFP.
- (c) Adequacy of Respondent's resources to support the successful performance of the services sought in this RFP.
- (d) Qualifications and experience of the Respondent and the primary personnel identified to provide the services in each applicable category.
- (e) Record of performance with other clients.
- (f) Experience in providing similar services to other clients.
- (g) Demonstrated knowledge of the categories identified in Article 2 of this RFP for which Respondent seeks selection.
- (h) Reasonableness of the Offered Rates and billing structure.
- (i) Any other criteria that relate to the Respondent's qualifications and to the determination of the value of the Construction Audit Services that the Respondent proposes to provide.

While the order of these factors generally does not denote relative importance, UMBA acknowledges that selecting "best value" providers primarily requires a balanced combination of (1) reasonable Offered Rates and (2) strong experience and demonstrated expertise in the Construction Audit Services.

UMBA reserves the right to consider such other relevant factors as it deems appropriate in order to obtain "best value" providers of Construction Audit Services. UMBA may or may not seek



additional information from Respondents prior to making contractor selections. After submission and review of Responses, UMBA may determine, at its sole discretion, that interviews of one or more firms will be conducted, but also note that interviews may not be conducted at the sole discretion of UMBA.

The fact that UMBA advertises and publishes this RFP, accepts responses to this RFP, responds to inquiries, requests further information, conducted interviews, checks references or engages in any other conduct in furtherance of the publication of this RFP, the evaluation of responses, or the selection of finalists, does not commit UMBA to select any firm or individual, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. UMBA reserves the right to accept or reject any or all submittals received, cancel or modify the RFP in part or in its entirety, or change the RFP guidelines. UMBA shall not be obligated to pay for any Construction Services rendered to UMBA until after the selected Respondent has entered into a Master Services Agreement duly executed by UMBA's Executive Director in accordance with UMBA's policies, by-laws and regulations and only after the performance of such services has been requested pursuant to the terms and conditions of a duly authorized work order and Master Service Agreement.

The Master Services Agreement and any work orders issued to Respondent will be managed for UMBA by its General Counsel.

5. MBE/WBE Participation, Equal Employment Opportunity, Non-Discrimination and Affirmative Action

UMBA is committed to equal employment opportunity and non-discrimination in contracting for goods and services necessary to perform its business. Respondents are advised that UMBA will take necessary action to ensure equal employment opportunity and to eliminate discriminatory barriers. UMBA strongly encourages minority and women business owned (MBE/WBE) firms to respond to the RFP. The Authority will strongly consider the Respondents' commitment to equal employment opportunity and affirmative action in selecting the individuals or firms for Construction Audit Services and Respondents are encouraged to propose a team that reflects such diversity. As set forth in Section 3.3(1) of this RFP, Respondents are required to submit copies of their employment and affirmative action policies demonstrating their commitment to equal opportunity, non-discrimination and diversity. Respondents are encouraged to propose a team reflecting its commitment to diversity.

6. Other Provisions

6.1 General Information



- (a) UMBA may cancel or modify this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP if such action is determined to be in the best interest of the Authority. The Authority may extend the deadline for submission of Proposals if, in the Authority's judgment, such extension is necessary for any reason. If UMBA determines that it is necessary to revise any part of this RFP, or if UMBA determines that additional data is necessary to clarify any of its provisions, an Addendum will be posted on UMBA website at www.umassba.net and issued to prospective Respondents who have submitted an *RFP Interest Form* in the form provided for in **Attachment B** to this RFP. UMBA's failure to provide such notification shall not relieve interested individuals and firms desiring to submit a proposal from their responsibility to obtain the Request for Proposals and any and all addenda that may be issued in connection with this RFP.
- (b) UMBA's RFP evaluation committee reserves the right to amend the RFP at any time prior to the deadline for submission of responses. Such amendments will be issued in the form of an Addendum and posted on UMBA website at www.umassba.net and issued to prospective Respondents who have submitted an *RFP Interest Form* in the form provided for in **Attachment B** to this RFP. UMBA's failure to provide such notification shall not relieve interested individuals and firms desiring to submit a proposal from their responsibility to obtain the Request for Proposals and any and all addenda that may be issued in connection with this RFP.
- (c) UMBA reserves the right to reject any and all responses if UMBA determines, within its sole discretion, that it is in the best interests of UMBA to so, UMBA reserves the right to reject any Response that fails to meet any of the terms, conditions, requirements, and procedures included in this RFP. If a Respondent fails to meet any material terms, conditions, requirements or procedures, the Response may be deemed unresponsive and disqualified.
- (d) All expenses and costs, including but not limited to legal costs, associated with developing or submitting a proposal in response to this RFP, or associated with oral or written clarification thereof, including all presentation materials and related costs and travel expenses, shall be borne solely by the responding firm, and under no circumstances shall UMBA be responsible for any such cost or expense incurred by any responding firm. UMBA assumes no responsibility for these costs and expenses.
- (e) Responding firms may withdraw their proposals, by written request only, received by UMBA prior to, but not after, the time set for proposal submission. Thereafter, proposals shall be irrevocable for a period of not less than sixty (60) days, and may not be withdrawn or modified.
- (f) Any proposal which is not received by UMBA by the date and time and at the location for submission of proposals set forth herein will be determined to be late and shall not be



considered for selection. UMBA assumes no responsibility on the failure of the Respondent to electronically submit its proposal.

- (g) UMBA also reserves the right to waive any irregularities or requirements; and to negotiate with all respondents, in any manner necessary, in its sole judgment and discretion, to serve the best interest of UMBA.
- (h) All responses, proposals, related documentation and information submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G. L. c. 66, §10, and to M.G.L. c. 4, §7(26), regarding public access to such documents. Any statements submitted by the respondent that purport to reserve any confidentiality or privacy rights in submitted responses or that are otherwise inconsistent with these statutes will be void and disregarded. By submitting its Response to UMBA, the Respondent agrees that UMBA shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFP and/or in connection with any contract entered into between Respondent and UMBA as a result of the RFP process.
- (i) Further, any selected Respondent must recognize that in the performance of the Master Services Agreement, and any work orders issued thereto, it may become a holder of personal data (as defined in M.G.L. c. 66A) or other information deemed confidential. Respondent shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of UMBA. Any questions concerning issues of confidentiality, the submission of materials to UMBA, or any other questions related to these matters, should be directed to David P. Mullen, Esq., at UMBA.
- (j) Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFP.
- (k) Respondents are prohibited from communicating directly with any employee of UMBA, except as specified in this RFP, regarding the RFP, and no other individual UMBA employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Respondents may contact the Contact Person for this RFP provided in Section 6(i) in the event that this RFP appears incomplete in any way.
- (l) UMBA may provide reasonable accommodations, including the provision of material in an alternative format, for qualified Respondents with disabilities or other hardships. Respondents requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the contact person listed in Section 4 above. UMBA reserves the right to grant or reject any request for accommodations.



- (m) If a Respondent is unable to meet any of the specifications required in this RFP, the Respondent's response must include an alternative method for meeting such specification by identifying the specification, the proposed alternative and thoroughly describing how the alternative achieves substantially equivalent or better performance to the performance required in the RFP specification. UMBA will determine, in its sole discretion, if a proposed alternative method of performance achieves substantially equivalent or better performance.
- (n) The goal of this RFP is to select and enter into Master Services Agreements with Respondents that provide the best value of Construction Audit Services to achieve the procurement goals of UMBA. Respondents are therefore invited to propose alternatives which provide substantially better or more cost effective performance than achievable under a stated RFP specification.
- (o) Costs that are not specifically identified in the Respondent's response and not specifically accepted by UMBA as part of a Contract will not be compensated under any Contract awarded pursuant to this RFP. UMBA shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.
- (p) The Respondent may not alter the RFP or its components except for those portions intended to collect the Respondent's response. Modifications to the body of this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited. Any modifications other than where the Respondent is prompted for a response will disqualify the bid. The foregoing notwithstanding, proposed exceptions and/or counterproposals to the Master Services Agreement are permitted to be submitted with a Response.
- (q) Respondent's submitted Response shall be treated by UMBA as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Response and/or of any resulting contract. The RFP evaluation committee, within its sole discretion, will rule on any such matters and will determine appropriate action.
- (r) Submitted Responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- (p) UMBA's prior approval is required for any subcontracted services under any Master Services Agreement entered into as a result of this RFP. Selected Respondent contractors are responsible for the satisfactory performance and adequate oversight of their



subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Respondent contractors.

- (q) Master Services Agreements and work orders entered into as a result of this RFP shall be on a fee for service basis. UMBA may select multiple Respondents to this RFP, if any, and intends to enter into a Master Services Agreement with each of the selected Respondents. Once Respondents have been selected and have executed a Master Services Agreement, UMBA intends to award all work orders for Construction Audit Services based on either (1) bids submitted by selected Respondents (the “Mini-Bid”), or (2) based on UMBA’s sole discretion in determining which of the selected Respondents presents the best value option (the “List Selection”) for the particular matter. Procurements done by either Mini-Bid or List Selection shall be deemed competitive. It is further anticipated that the term of the Master Services Agreement entered into pursuant to this RFP will be for a term of at least thirty-six (36) months, with UMBA options to renew it in its sole discretion.

6.2 Responsiveness of Respondents

Any proposal determined to be non-responsive to this RFP, including instructions governing the submission of proposals, will be disqualified without evaluation unless the evaluation committee determines that the noncompliance is insubstantial. UMBA reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to request clarification of the response, and to accept or reject any or all of the responses received.

6.3 Questions

All questions regarding this RFP must be submitted via email to the person indicated below no later than **Wednesday May 31, 2023 at 2:00 PM**. Oral questions will not be permitted. The Authority may issue responses, if any, in writing in the form of an Addendum to this RFP for Construction Audit Services. Any such addendum will be posted on UMBA website at www.umassba.net. Please note that the Authority may decline to answer any question and/or may edit any questions submitted as deemed necessary by the Authority.

David P. Mullen
Deputy Director/General Counsel
University of Massachusetts Building Authority
One Beacon Street, 31st Floor
Boston, MA 02108
dmullen@umassp.edu



University of Massachusetts Building Authority
RFP for Construction Audit Services

7. **List of Attachments to the RFP**

Attachment A: *Authorized Representative's Signature and Acceptance Form*

Attachment B: *RFP Interest Form*

Attachment C: *Form of Contract*

Your interest in the University of Massachusetts Building Authority is appreciated.

Barbara J. Kroncke
Executive Director
University of Massachusetts Building Authority
100 Carlson Avenue
Newton, MA 02459



ATTACHMENT A

**UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY
AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM**

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements. The Respondent understands that, if selected by the University of Massachusetts Building Authority ("UMBA"), the respondent and UMBA will execute written agreements specifying the mutual requirements of participation. The Respondent agrees that the RFP will be incorporated into and made part of any Agreement resulting from Respondent's response to the RFP. The Respondent further agrees to the contract terms in UMBA consultants' Master Services Agreement. Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by UMBA.

I hereby certify that: (i) I am an authorized representative of the Respondent herein; and (ii) the statements made in this response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: _____
(Printed Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____



ATTACHMENT B - RFP INTEREST FORM
(For Submission to UMBA Immediately)

*Instructions: If your firm is interested in responding to this RFP for Construction Audit Services then you **MUST** fill out this RFP Interest Form and submit it to UMBA by email as soon as possible and **BEFORE** you submit your response to the RFP. (Please note that the response to the RFP with all required forms, attachments cannot be faxed, it must be emailed to UMBA and be received by the time and date set forth in the RFP). Email this RFP Interest Form to:*

David P. Mullen
Deputy Director/General Counsel
University of Massachusetts Building Authority
100 Carlson Avenue
Newton, MA 02459
dmullen@umassp.edu

*By submitting this RFP Interest Form the below identified firm is expressing its interest in the above-referenced RFP For Construction Audit Services and is requesting that it be added to the list of firms that will receive any addenda to the RFP on the Project. **UMBA assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this RFP due to the firm's failure to submit an RFP Interest Form to UMBA as directed above, or for any other reason. Interested firms are responsible to check the UMBA web site at www.umassba.net for updates and addenda.***

Firm Name	
Address	
Telephone	
Facsimile	
Email	

By: _____
(Signature of Authorized Representative)

(Print Name/Title)

Date: _____

ATTACHMENT C

UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY

**100 Carlson Avenue
NEWTON, MASSACHUSETTS 02459**

CONSTRUCTION AUDIT SERVICES AGREEMENT

This CONSTRUCTION AUDIT SERVICES AGREEMENT (as may be amended from time to time, the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between the University of Massachusetts Building Authority ("UMBA"), UMBA is an independent body politic and corporate and an authority of the Commonwealth of Massachusetts created by and existing under Chapter 773 of the Acts of 1960, as amended (the "Enabling Act") with a principal office and place of business at 100 Carlson Avenue Boston, Massachusetts, and _____, with a principal office at _____, ("Contractor").

Whereas, UMBA desires to retain Contractor to render certain services to UMBA and Contractor desires to be so retained by UMBA and to perform the services specified herein, all in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions:** The following capitalized terms have the following meanings for purposes of this Agreement:
 - a) "Agreement" means this Construction Audit Services Agreement, including all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of this Agreement.
 - b) "Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).
 - c) "Contractor" means any Person providing the services contemplated by this Agreement.
 - d) "Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
 - e) "UMBA" means the University of Massachusetts Building Authority and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.
 - f) "Person" means any individual, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority or any other entity.

- g) “Project Personnel” means, with respect to the project hereunder, the employees or other personnel of each party responsible for such project.
 - h) “Public Records Act” means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto and M.G.L. Chapter 66A.
2. **Scope of Services:** UMBA hereby retains Contractor to provide services to UMBA during the term of this Agreement, and Contractor hereby accepts such engagement. Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of UMBA and in accordance with the terms and conditions of this Agreement and acknowledges that UMBA is relying upon such representation in entering into this Agreement. This Agreement shall apply to all services provided from time to time by Contractor to UMBA during the term specified in Section 4. Each service request shall be in writing and shall be attached to this Agreement as a separate work order, substantially in the form of Attachment A, specifying the start date and duration of the service request, the services to be performed, any deliverables to be furnished by Contractor and payment terms, and shall be signed by a duly authorized officer or employee of each of the parties. Each work order shall reference this Agreement and will be numbered sequentially. In the event of any conflict between the terms and conditions set forth in this Agreement and any provision(s) set forth in any work order or other attachment hereto, the terms of this Agreement shall control unless and until amended in accordance with Section 18 hereof.
 3. **Payment:** UMBA shall compensate Contractor as set forth in the attached work order(s). Contractor shall submit to UMBA detailed monthly invoices in a format acceptable to UMBA, which will include such information as is set forth on the relevant work order or as otherwise requested by UMBA.
 4. **Term of the Agreement:** This Agreement shall take effect as of the Effective Date set forth in the first paragraph of this Agreement, and shall remain in effect until _____ or until Contractor has completed all services specified in the attached work order(s), whichever is sooner, unless terminated sooner under the provisions of Section 8(a).
 5. **Project Personnel:** The relevant Project Personnel shall be set forth on the applicable work order. Unless otherwise agreed by the parties, each party will use all reasonable efforts to maintain the same personnel on its project team unless replacement is necessitated by the resignation, extended illness, incapacity or death of specific Project Personnel. UMBA may request the removal or replacement of any individual(s) from Contractor’s project team, and if such a request is made, Contractor shall use all reasonable efforts to replace the relevant individual promptly.
 6. **Timely Performance:** Contractor acknowledges that expeditious completion of Contractor’s services and the expeditious delivery of the deliverables is of the utmost importance to UMBA and that Contractor will diligently and continuously perform its Services during the term of this Agreement.
 7. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent by email, addressed to the Project Personnel listed in the applicable work order at the addresses of such Persons indicated in the first paragraph of

this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 7), and shall be effective if sent by email delivery is electronically confirmed by email, the day such electronic confirmation is received, (ii) if sent by courier, one business day after written confirmation by said courier of delivery, (iii) if sent by first class mail, two business days after its date of posting. A copy of each notice required to be sent pursuant to this Agreement shall also be sent to the General Counsel.

8. Termination or Suspension:

a) This Agreement shall terminate on the date specified in Section 4, unless amended in accordance with Section 18 to extend the term hereof, or unless earlier terminated or suspended as provided in this Section 8(a). UMBA may terminate this Agreement without cause and without penalty at any time upon provision of written notice to the Contractor. UMBA also may terminate or suspend this Agreement if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement, by providing written notice of termination or suspension to the Contractor.

b) Obligations in Event of Termination; Survival: Upon termination of this Agreement, the parties shall have the following obligations:

i) *Deliverables:* Contractor shall deliver to UMBA all work papers and all written and tangible work product identified as deliverables in the applicable work order(s) for which services have been performed and payment has been made, and all other property of UMBA, and all copies thereof in the direct or indirect possession or control of Contractor, up to and including the date of termination.

ii) *Payment:* Contractor shall be paid for all requested and authorized services and deliverables described in the applicable work order(s) and performed to the satisfaction of UMBA up to and including the date of termination.

iii) Sections 7 and Sections 9 through 22 of this Agreement shall survive termination of this Agreement.

9. **Contractor's Representations:** As of the date of this Agreement, and as of each date on which a work order is entered into by the parties, Contractor hereby represents under the penalties of perjury as follows:

a) Contractor is duly authorized to enter into this Agreement (including all work orders hereunder), and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Contractor or any of its assets is bound.

b) Contractor and all Project Personnel of Contractor are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform such obligations.

- c) Contractor and all Project Personnel of Contractor are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other Governmental Authorities applicable or implicated by the subject matter of this Agreement, including, without limitation, the statutes referenced in Sections 9(d), 9(e), 13, 15 and 16 of this Agreement.
- d) Contractor and its employees are independent contractors of UMBA, and not employees, partners or joint-ventures of UMBA. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply will all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152.
- e) Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.
- f) Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.

10. Indemnification and Insurance:

- a) To the full extent allowed by law, the Contractor shall indemnify and hold harmless UMBA, including its employees, agents, officers and directors (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable legal fees and costs), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from: (i) any breach of this Agreement or false representation of Contractor under this Agreement, or (ii) any negligent acts or omissions or willful misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, or subcontractors.
- b) Contractor shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement, including but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance in amounts that may be

required by UMBA. At UMBA's request, Contractor will provide UMBA with copies of the certificates of insurance evidencing such coverage.

11. **Ownership of Intellectual Property:** Unless provided otherwise by law, ownership and possession of all information, data, reports, computer programs, drawings, documents, designs, models, inventions, equipment, and any other documentation, product of tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by Contractor pursuant to this Agreement (collectively, the "Materials"), other than Contractor's administrative communications, records, and files relating to this Agreement, are the sole property of, and shall vest in, UMBA as "works made for hire" or otherwise. UMBA will own the exclusive rights, worldwide and royalty- free, to and in all Materials prepared and produced by Contractor pursuant to this Agreement, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and UMBA will have the exclusive, unlimited and unrestricted right, worldwide and royalty- free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by Contractor. UMBA shall retain exclusive intellectual property rights in all graphics and text provided to Contractor by UMBA for incorporation into final Materials prepared by Contractor. Contractor shall use graphics and text provided by UMBA for the sole purpose of fulfilling contractual obligations created by this Agreement.
12. **Assignment by Contractor; Subcontracting:** UMBA may assign its rights and obligations under this Agreement to any Person who succeeds to all or any portion of UMBA's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of UMBA. The Contractor shall not subcontract any services to anyone without the prior written consent of UMBA, and any such subcontracts shall be consistent with and subject to the provisions of this Agreement. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Agreement. The Contractor shall provide UMBA with copies of all subcontracts.
13. **Conflicts of Interest:** Contractor acknowledges the application of the Massachusetts Conflict of Interest Law (M.G.L. c.268A) to the subject matter of this Agreement and that Contractor's personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus subject to the provisions of such law. Contractor represents that it and its subcontractors, if any, are now in full compliance with the Massachusetts Conflict of Interest Law as it relates to the subject matter of this Agreement and the Contractor further agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Massachusetts Conflict of Interest Law as it relates to the subject matter of this Agreement. Contractor agrees to provide UMBA with the information listed in Attachment B hereto and to disclose all financial interests in the subject matter of this Agreement held by either Contractor or Contractor's other clients. With respect to the subject matter of this Agreement, Contractor further represents that it has consulted with the State Ethics Commission concerning any potential conflicts of interest and has filed

all required disclosures regarding its financial interests, both direct and indirect, in any contract to provide designer, project management, or other services to a city, town, or regional school district that may be eligible to receive a Total Facilities Grant from UMBA for a public school repair, renovation, or construction project. Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of UMBA to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which (s)he is directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof. It is hereby acknowledged by UMBA and understood by all parties that individuals providing services to UMBA under this Agreement are permitted to engage in personal or private employment during normal business hours. The Contractor further acknowledges and agrees that its failure to comply with the provisions of this section may be deemed a material breach of this Agreement.

14. **Record Keeping, Audit, and Inspection of Records:** Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as is specified by UMBA (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. UMBA, or its designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall refund to UMBA the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
15. Confidentiality/Publicity:
 - a) Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c.66A implicated by the subject matter of this Agreement.
 - b) Contractor shall collaborate with UMBA to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which UMBA is concerned or discussed. Contractor shall not release, make or issue any such public statement or announcement without the prior written consent of UMBA.

16. Public Records:
- a) As a public entity, UMBA is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by UMBA are subject to public disclosure unless they are specifically exempted. Contractor specifically acknowledges that it bears the risk that any material submitted by Contractor to UMBA pursuant to this Agreement may be deemed not to qualify for a public records exemption.
 - b) Furthermore, it is the intention of the parties that UMBA will continue to exercise custody of records received or produced under the Agreement. Requests for access to said records shall be forwarded immediately to UMBA for response. Contractor shall not release information except as authorized to deliver services under this Agreement.
17. **Choice of Law:** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each of the parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This Section 16 shall not be construed to limit any other legal rights of the parties. Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor will result in substantial, continuing and irreparable damage to UMBA. Therefore, in addition to any other remedy that may be available to UMBA, UMBA will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by Contractor of the terms of this Agreement.
18. **Amendments and Waivers:** UMBA may amend Attachment B (without any action by Contractor) to reflect changes in law or UMBA policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 7 of this Agreement. Except as provided in the immediately preceding sentence, no amendment to or modification of this Agreement (including any work order), and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the parties hereto. Any waiver by UMBA of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.
19. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
20. **Binding Effect; Benefit; Entire Agreement and Attachments:** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and

shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and *no Person shall be regarded as a third party beneficiary of this Agreement.* This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The following (together with all exhibits, schedules and attachments thereto) are hereby incorporated into this Agreement by reference:

- a) Attachment A – Consultant/Contractor Mandatory Disclosure Form
- b) Attachment B – Consultant/Contractor Certificate of Disclosure

21. **Headings:** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

22. **Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

University of Massachusetts Building Authority

By: _____

By: _____

Name: Barbara J. Kroncke

Name: _____

Title: Executive Director

Title: _____

Federal Tax ID No.: _____

Attachment A-1

To: [CONTRACTOR]

Attention:

From: Aaron D'Elia, Chief Financial Officer

Date:

Re: Electronic Payment of the University of Massachusetts Building Authority
Invoices

In an effort to pay your company's invoices in a timely and efficient manner, the Massachusetts School Building Authority would prefer to make electronic ACH transfers directly to the company's account. For this transaction to be possible, the Authority requests the following banking information.

Financial Institution: _____

Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____

Company Contact Person: _____

Contact Telephone No.: _____

Please return this form to:

University of Massachusetts Building Authority
Attention: Aaron D'Elia, Chief Financial Officer
adelia@umassp.edu

Please do not hesitate to contact me with any questions.

ATTACHMENT A

CONSULTANT/CONTRACTOR MANDATORY DISCLOSURE FORM

Additional Income Disclosure. Please identify any contracts or grants with (or other income received from) the Commonwealth, including any political subdivision or public authority, in effect as of the date of execution of this Agreement. Enter N/A if none. Attach additional sheets as necessary.

Disclosure of Persons with Financial Interest. The following individuals have a financial interest in the Agreement and/or more than a one percent (1%) equity interest in the Consultant/Contractor. Enter N/A if none. Attach additional sheets as necessary.

Conflict of Interest. Consultant/Contractor acknowledges that the individuals performing services under this Agreement may be considered “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law, M.G.L. c.268A, and certifies that these individuals are familiar with the restrictions imposed thereon.

Key Personnel. Attach a resume for all key personnel to be assigned to the performance of this Agreement.

The information submitted herein is certified by Consultant/Contractor to be accurate and signed under the penalty of perjury.

Name of Consultant/Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B

CERTIFICATE OF DISCLOSURE

- 1.) State your firm's name and address.
- 2.) State the name and position of the officer completing this disclosure statement.
- 3.) Describe your firm's organizational structure (e.g. partnerships, corporation, etc.) and list any controlling stockholders, general partners or principals. Also list any subsidiaries, joint ventures, consultants, lobbyists, subcontractors or agents that have relationships with your firm and relate in any way to your proposed business with the Authority.
- 4.) Did your firm or will your firm, its related entities or any individual listed in response to question 3 above, provide, agree to provide or arrange to provide any compensation or benefit, direct or indirect to any individual or entity, including without limitation, lobbyists, consultants or agents, whether related or unrelated to your firm, for their services in your firm's obtaining its engagement for the provision of services to the Authority? If the answer is "Yes", please provide the name and address of such individual or entity and a description of the services performed by them and the compensation or benefit.
- 5.) Has your firm, its related entities or any individual listed in response to question 3 above, shared any fees with any person or entity, whether related or unrelated, with respect to your firm's proposed engagements for services with the Authority? If so, please describe such arrangements whether or not any fees have actually been shared.
- 6.) Does your firm, its related entities or any individual listed in question 3 above, have any on-going arrangement with any related or unrelated individual or entity with respect to sharing fees that would be received from services provided to the Authority? If so, please describe such arrangements.
- 7.) If selected pursuant to this RFQ to which this statement is attached, please certify that your firm will disclose promptly, in writing, all future relationships like those described above.

Name of Consultant/Contractor: _____

Signature: _____ **Name:** _____

Title: _____ **Date:** _____

ATTACHMENT C

Work Order x-xx

This Work Order is subject to the terms and conditions of the Construction Audit Services Agreement (as may be amended from time to time, (the “Agreement”) dated as of _____ between the University of Massachusetts Building Authority (UMBA) and _____. Capitalized terms used and not otherwise defined in this Work Order shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Work Order and the Agreement, the Agreement shall govern.

Pursuant to the terms and conditions of the Agreement and this Work Order, UMBA and Contractor agree as follows:

1. Services: Contractor shall provide services related to the _____ (the “Services”) to UMBA, with the prior consultation and approval of UMBA:

[To be defined by the UMBA]
2. Location: Contractor shall provide the Services at the Contractor’s premises or such other premises as UMBA and Contractor may deem appropriate.
3. Deliverable(s): Contractor shall provide the following deliverables (the “Deliverables”).

[To be defined by the UMBA]
4. Term of Work Order: This Work Order will become effective as of _____. Unless otherwise expressly agreed by UMBA in writing, Contractor shall complete the Services and provide the Deliverables described above on or before _____.
5. Payments /Services and Deliverable Schedule/Invoices:
 - a. In consideration of the Services and Deliverables provided pursuant to this Work Order to the satisfaction of UMBA, Contractor shall be paid for the Services and Deliverables based on the hourly rate(s) set forth below, up to a total maximum fee amount that shall not exceed \$ _____ without the prior written approval of UMBA.
 - b. UMBA shall only pay for Services and Deliverables rendered that have been properly documented and invoiced and are to the satisfaction of UMBA. The fee amount shall be the sole and complete compensation for Services performed by Contractor under this Work Order, including contingencies, direct and indirect expenses, except as provided above. The fee amount stated in Section 5(a) is a maximum amount, and the total fee amount due pursuant to this Work Order may be an amount less than that amount.

- c. Unless otherwise agreed in writing by Contractor and UMBA, Contractor shall perform the Services and provide the Deliverables in accordance with the following Services and Deliverables Schedule:

Services and Deliverable Schedule

Completion Service or Deliverable
Date

[To be defined by the UMBA]

- d. Contractor shall invoice UMBA monthly. Invoices must be submitted in a format and with such detail as required by UMBA. Payments hereunder will be made by UMBA within forty-five (45) days following receipt of reasonably detailed invoices from Contractor, according to the banking information submitted by Contractor to UMBA on the attached form (*Attachment A-1*), and subject to the fee limitations set forth in this Section 5. Contractor’s monthly invoices shall be in a format consistent with the Services set forth in Section 1, the Deliverables set forth in Section 3 and the Services and Deliverables Schedule set forth in Section 5 of this Work Order. All invoices submitted for payment shall provide reasonable documentation to provide evidence of costs incurred, including for each employee, the name, title, hours worked per task, and description of work performed.

6. Project Personnel:

For Contractor:

For UMBA:

7. Contractor hereby represents and warrants that, as of the date of this Work Order, all of the representations, warranties and certifications of Contractor set forth in the Agreement are true and correct and Contractor is in compliance with all of Contractor’s obligations under the Agreement and each other Work Order between UMBA and Contractor.

University of Massachusetts Building Authority

By: _____

By: _____

Name: Barbara J. Kroncke

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment A-1

To: [CONTRACTOR]

Attention:

From: Aaron D'Elia, Chief Financial Officer

Date:

Re: Electronic Payment of the University of Massachusetts Building Authority Invoices

In an effort to pay your company's invoices in a timely and efficient manner, the Massachusetts School Building Authority would prefer to make electronic ACH transfers directly to the company's account. For this transaction to be possible, the Authority requests the following banking information.

Financial Institution: _____

Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____

Company Contact Person: _____

Contact Telephone No.: _____

Please return this form to:

University of Massachusetts Building Authority
Attention: Aaron D'Elia, Chief Financial Officer
adelia@umassp.edu

Please do not hesitate to contact me with any questions.

ATTACHMENT B

CONSULTANT/CONTRACTOR MANDATORY DISCLOSURE FORM

Additional Income Disclosure. Please identify any contracts or grants with (or other income received from) the Commonwealth, including any political subdivision or public authority, in effect as of the date of execution of this Agreement. Enter N/A if none. Attach additional sheets as necessary.

Disclosure of Persons with Financial Interest. The following individuals have a financial interest in the Agreement and/or more than a one percent (1%) equity interest in the Consultant/Contractor. Enter N/A if none. Attach additional sheets as necessary.

Conflict of Interest. Consultant/Contractor acknowledges that the individuals performing services under this Agreement may be considered “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law, M.G.L. c.268A, and certifies that these individuals are familiar with the restrictions imposed thereon.

Key Personnel. Attach a resume for all key personnel to be assigned to the performance of this Agreement.

The information submitted herein is certified by Consultant/Contractor to be accurate and signed under the penalty of perjury.

Name of Consultant/Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT C

CERTIFICATE OF DISCLOSURE

- 1.) State your firm's name and address.
- 2.) State the name and position of the officer completing this disclosure statement.
- 3.) Describe your firm's organizational structure (e.g. partnerships, corporation, etc.) and list any controlling stockholders, general partners or principals. Also list any subsidiaries, joint ventures, consultants, lobbyists, subcontractors or agents that have relationships with your firm and relate in any way to your proposed business with the Authority.
- 4.) Did your firm or will your firm, its related entities or any individual listed in response to question 3 above, provide, agree to provide or arrange to provide any compensation or benefit, direct or indirect to any individual or entity, including without limitation, lobbyists, consultants or agents, whether related or unrelated to your firm, for their services in your firm's obtaining its engagement for the provision of services to the Authority? If the answer is "Yes", please provide the name and address of such individual or entity and a description of the services performed by them and the compensation or benefit.
- 5.) Has your firm, its related entities or any individual listed in response to question 3 above, shared any fees with any person or entity, whether related or unrelated, with respect to your firm's proposed engagements for services with the Authority? If so, please describe such arrangements whether or not any fees have actually been shared.
- 6.) Does your firm, its related entities or any individual listed in question 3 above, have any on-going arrangement with any related or unrelated individual or entity with respect to sharing fees that would be received from services provided to the Authority? If so, please describe such arrangements.
- 7.) If selected pursuant to this RFQ to which this statement is attached, please certify that your firm will disclose promptly, in writing, all future relationships like those described above.

Name of Consultant/Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____