



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

**Request for Proposals for
Construction Management / General Contractor Services**

Value Based Selection Method

January 15, 2008

**LIFE SCIENCE RESEARCH CENTER
UTAH SCIENCE, TECHNOLOGY
AND RESEARCH INITIATIVE
(USTAR)**

**UTAH STATE UNIVERSITY
LOGAN, UTAH**

DFCM Project No. 06292770

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005
DFCM Application and Certificate of Payment dated May 25, 2005.

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

NOTICE TO CONTRACTORS

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting proposals for the construction of the following project:

LIFE SCIENCE RESEARCH CENTER - USTAR
UTAH STATE UNIVERSITY – LOGAN, UTAH
DFCM PROJECT NO. 06292770

This Construction Management/General Contractor (CM/GC) project includes, but is not limited to:

- Pre-construction services including participation in the selection of the design team, cost estimating through schematic, design development, and construction document phases; management of design and construction schedules, etc.
- General contracting and construction management services including bidding, bid analysis, design option recommendations; consulting with designers, users, and owner; self-performed work, construction safety, project close-out, etc.
- Design and construction coordination and administration including preparation of Owner's meeting minutes, contract modification, pay application preparation, etc.

The FLCC is limited to \$48,000,000.

The Request for Proposals (RFP) documents, including the selection requirements and the selection schedule, will be available at 2:00 PM on Tuesday, January 15, 2008 from DFCM, in electronic format only, at 4110 State Office Building, Salt Lake City, Utah 84114 or on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Dave McKay, DFCM, at (801) 541-9019. No others are to be contacted regarding this project.

The procurement shall be under the Value Based Selection RFP method. A **MANDATORY** Pre-proposal Meeting and site visit will be held at 1:30 PM on Thursday, January 31, 2008 in Building 570, Suite 101, 570 East Research Park Avenue (approximately 1650 North), North Logan, Utah. All prime contractors wishing to submit on this project must attend this meeting.

Proposals, including a cost proposal, management plan, references and statements of qualifications, must be submitted by 12:00 Noon on Thursday, February 14, 2008, to DFCM at 4110 State Office Building, Salt Lake City, Utah 84114. Additional information will be required as stated on the Project Schedule. Note: Submittals must be received at 4110 State Office Building by the specified times.

The Contractor for the project must be a Utah licensed General Contractor. Association with other individuals or firms having appropriate professional expertise is acceptable. The State will enter into a single agreement with the successful Contractor.

A Bid Bond in the amount of five percent (5%) of the FLCC, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the cost proposal.

The Division of Facilities Construction & Management reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114

DESCRIPTION OF WORK

Project Description

The Life Science Research Center at Utah State University is programmed at approximately 100,000 gsf. Spaces currently in the attached building program include:

- Wet/dry lab and lab support spaces
- Lab offices and office support spaces
- Vivarium and associated support spaces

The building site and discussion of planning parameters are also discussed in the attached building program. The program building site is east of Building 620 on the Innovation Campus in North Logan, Utah. Building 620 has been donated by USU to the USTAR effort. The Life Science Research Center along with Building 620 is intended to form a unique collaborative center within the Innovation Campus.

Project Risk Factors

1. Since collaboration is at the heart of the USTAR effort, *facilitation of teamwork and communication* within the design and construction effort, as well as, with the many users, potential users, and 'owners' of the building is a primary risk.
2. Integrating Building 620 and the Life Science Research Center into the Innovation Campus Master Plan while forming an attractive unified identity for this USTAR effort will require careful consideration.
3. Existing soil conditions and drainage patterns are an important concern impacting cost and schedule.
4. Lab and Vivarium experience to meet the multi-faceted requirements and the estimating and budget challenges of this complicated building type will be a major concern.

PROCUREMENT PROCESS

1. Request for Proposal Documents

The Request for Proposal (RFP) documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

2. Availability of Requests for Proposals

RFP documents will be available free of charge at DFCM, 4110 State Office Building, Salt Lake City, Utah and at DFCM's internet web site at <http://dfcm.utah.gov>.

3. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the RFP or the pre-proposal meeting, communication during the selection process shall be directed to the specified DFCM's Representative. In order to maintain the fair and equitable treatment of everyone, Contractors shall not unduly contact or offer gifts or gratuities to DFCM, any Board officer, employee or agent of the State of Utah, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the RFP is issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification in the selection process. Contractors should be aware that selection committee members will be required to certify that they have not been contacted by any of the Contractors in an attempt to influence the selection process.

4. Requests for Information

All requests for information regarding this project shall be in writing and directed to:

Dave McKay, DFCM Representative
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: dmckay@utah.gov
Phone: (801) 541-9019
Facsimile: (801) 538-3267

5. Project Schedule

The Project Schedule lists the important events, dates, times and locations of meetings and submittals that must be met by the Contractor.

6. Mandatory Pre-Proposal Meeting & Registration

A mandatory pre-proposal meeting will be held on the date and time and at the location listed on the Project Schedule.

A representative from each interested prime contractor is required to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule. Interested prime contractors may ask questions and request clarification about the project and the procurement process.

Subcontractors and suppliers are invited to attend this meeting but it is not mandatory for them.

THE PRIME CONTRACTOR'S ABSENCE FROM THE PRE-PROPOSAL MEETING AND/OR FAILURE TO REGISTER PRECLUDES PARTICIPATION AS A PROPOSER ON THIS PROJECT.

7. Submittal Due Dates and Times

All required submittals must be delivered to, and be received by, the Division of Facilities Construction and Management previous to the date and time indicated in the Project Schedule. Submittals received after the specified time will not be accepted. Please allow adequate time for delivery. If using a courier service, the submitting firm is responsible for ensuring that delivery will be made directly to the required location. It is your responsibility to allow for the time needed to park on Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

8. Last Day to Submit Questions

All questions must be received at the office of DFCM no later than the time and date listed on the Project Schedule. Questions must be submitted in writing to Dave McKay at DFCM.

9. Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals. The addenda will be posted on DFCM's web site.

Any addenda issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal.

10. Past Performance and References

As a contractor completes each DFCM project, DFCM will evaluate the Contractor with input from the A/E and using agency. It is the intent of DFCM that this process will be the major source for evaluating past performance. A sample rating form is attached to this package.

Contractors shall submit past performance and reference information for all DFCM and non-DFCM projects by the time indicated on the Project Schedule.

For all DFCM projects completed in the last five years identify the project by name, number and DFCM project manager. Each Contractor wishing to compete for this project that has not completed at least three DFCM projects in the last five years, will be required to provide one copy of a list of references on additional similar projects for a total of three projects.

For non-DFCM projects provide the following information:

Point of Contact: Person who will be able to answer any customer satisfaction questions.

Phone Number: Phone number of the contact we will be surveying.

User Name: Name of the Company / Institution that purchased the construction work.

Project Name: Name of the project.

Date Completed: Date of when the work was completed.

Address: Street, city and state where the work was performed.

Size: Size of project in dollars.

Duration: Duration of the project / construction in months.

Type: Type of the project (i.e.: School, Offices, Warehouse, etc.)

11. CM/GC Work Phases

The CM/GC Work for the project consists of two phases: Preconstruction and Construction.

- A. Preconstruction Phase. This phase of the Work includes but is not limited to attending design meetings, estimating and cost control, schedule development, and drawing and constructability reviews. The Contractor shall assist DFCM and A/E in maintaining the cost of construction within the FLCC and the duration of the construction within the project's schedule.
- B. Construction Phase. This phase of the Work consists of the Contractor furnishing and installing all Work as required in the Contract Documents. Please note that the Work of the Construction Phase may be bid in several packages, such as excavation, footings and foundations, structural steel, etc.

12. FLCC and GMP

- A. **FLCC.** The Fixed Limit of Construction Cost or FLCC is the project's construction budget as listed in the Notice to Contractors and this RFP's Description of Work section. The DFCM, the design team and the CM/GC Contractor agree to work together to keep the cost of construction as represented in the design within the FLCC.

- B. **Guaranteed Maximum Price (GMP).** The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full performance of the attached Construction Manager / General Contractor Agreement (CM/GC Agreement) and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for general conditions and all work as required in the Contract Documents. Please reference Articles 5, 6, and 7 of the CM/GC Agreement.

Please note that since the Work may be completed in project phases and bid packages, the successful Contractor will be required to submit a GMP for each of these phases and packages of the Work. The sum or total of all the GMP's for these phases of the Work shall be the final GMP. Except for the Preconstruction Fee, all other GMPs for the phases of the Work shall become part of the CM/GC Agreement by modification. The final GMP is normally determined at the completion of the contract documents and receipt of subcontractors bids. However a GMP may be negotiated at an earlier point as may be needed by the State.

13. Cost Proposal, Fees, and Markups

Before submitting a Cost Proposal, each Contractor shall carefully examine the RFP, shall visit the site of the Work, shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal the cost of all items required by the RFP. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the specified DFCM Representative and the necessary changes shall be accomplished by Addendum.

The Cost Proposal, bearing original signatures, must be typed or handwritten in ink on the Cost Proposal Form provided in the procurement documents and submitted in a sealed envelope at the location specified below prior to the deadline for submission of cost proposals indicated on the Project Schedule.

Bid bond security, in the amount of five percent (5%) of the Fixed Limit of Construction Cost, made payable to the Division of Facilities Construction and Management, shall accompany proposal. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE PROPOSAL.**

If the bid bond security is submitted on a bid bond form other than the DFCM's required bid bond form, and the bid security meets all other legal requirements, the Contractor will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. NOTE: A cashier's check cannot be used as a substitute for a bid bond.

Cost Proposals will be accepted at the office of DFCM, 4110 State Office Building, Salt Lake City, UT 84114. Late proposals will be disqualified and returned to the proposer unopened. One copy of the cost proposal is required.

All Contractors shall furnish the following fees and markups as part of the Cost Proposal.

- A. **Preconstruction Fee.** This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase except pre-authorized out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee.
- B. **Construction Management Fee.** This lump sum fee shall consist of and include overhead (e.g. home office), profit for the entire job based on the defined scope of work, represented by the FLCC, and home office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period. This fee does not include general conditions.
- C. **Contractors Modification Factor.** Provide the insurance modification factor for the prime firm.
- D. **Construction Supervision Cost.** This is a per month cost to the project from notice to proceed to final completion for the CM/GC's on-site management/supervision team (e.g. project manager, superintendent, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be considered to be part of the lump sum Construction Management Fee. This includes receptionists, accountants, safety officers, expeditors, commissioning agents etc. This cost does not include general conditions or people performing the actual construction activities.
- E. **Self Performed Work Markup.** This is a fixed percentage markup that will be applied to the cost for the CM/GC's actual labor plus burden cost, material costs, and equipment costs for self performed work.

14. **Self Performed Work**

The Contractor will be allowed to self perform work. This work must be billed for at actual cost incurred plus the Self-Performed Work Markup. Actual costs for self performed work will be subject to audit. No billing rates will be allowed. The Contractor must specifically state in the Management Plan proposal what self performed work that they intend to execute. The Contractor must bid its self-performed work.

The Contractor's bid will then be evaluated by DFCM and the A/E and must be determined to be the best value bid for the work to be awarded to the Contractor. The Contractor can propose to self-perform work that was not proposed in the Management Plan, provided that this work is competed in a competitive bid or value based selection process and advertised as would normally be required. The cost of any work that is self-performed will be part of the established GMP.

15. Management Plan

The Contractor shall provide seven copies of the Management Plan by the time indicated on the Project Schedule. The Management Plan should contain the following information:

- A. How the construction will be managed including items such as security and safety controls, staging areas, delivery routes, crane locations and interfaces required at the site with the using agency.
- B. Your proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable.
- C. Please provide as a separate section in your Management Plan which portions of the work you plan on self-performing.
- D. Address project specific criteria, risks that have been identified by the RFP, and additional risks that the team has identified. State how those risks will be mitigated.
- E. Indicate all services that will be provided during the Preconstruction Phase of this project and the individuals who will be performing these services. Provide an organizational chart to clarify the Contractor's supervision and support structure during this phase.
- F. Indicate all services that will be provided during the Construction Phase and the individuals who will be performing these services. Provide a comprehensive organizational chart to clarify the Contractor's supervision and support structure during this phase. Clearly identify all personnel that will be considered as a Construction Supervision Cost under the GMP. Any personnel not identified in this management plan to be a Construction Supervision Cost, will be considered a part of the lump sum Construction Management Fee and will not be allowed as either a future general conditions or Construction Supervision Cost except for those that are actually performing the construction activities. For those personnel identified as a Construction Supervision Cost, provide the following information in tabular form as part of the Management Plan:

- Description of the position (e.g. project manager, project superintendent, safety officers, commissioning agents, clerks, accountants, etc.).
- The positions reimbursable monthly rate.
- Based on the Project Schedule, the billing duration for the position

The Management Plan should be concise yet contain sufficient information for evaluation by the selection committee.

16. Statements of Qualifications

The CM/GC shall provide seven copies of the statement of qualifications. The statement of qualifications is a short document that indicates the experience and qualifications of the Contractor, and the project team key individuals as identified in the management plan. It should include information on similar projects that have been completed by the Contractor, and the project team individuals. When listing similar projects include information to indicate the dates, size, firm worked for at the time and what the responsibility of the individual was on the project. Include the experience and special qualifications of the team that are applicable to this project and/or are part of the project specific selection criteria.

17. Listing of Subcontractors

Listing of Subcontractors shall be as required by the Request for Proposals and as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of this RFP. The Subcontractors List shall be delivered or faxed to DFCM as subcontractors are selected and will be included in the Contract. Requirements for listing additional subcontractors are as follows: **NO ADDITIONAL REQUIREMENTS**

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any Contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

18. Schedule

The contract schedule will be evaluated as part of the Project Management Approach Criteria. Contractor will include in the Management Plan the schedule for completing the work including any items required by DFCM or the A/E.

An early completion date is encouraged unless otherwise stated in the Description of Work. The actual completion date will be based on the contractors proposed schedule. All plans, schedules, and the cost proposals are required to reflect the project construction time. Non-compliance with the

schedule will not result in automatic disqualification; it will be evaluated by the selection committee in determining the final selection.

Of particular interest and concern are the management team and the ability of the prime contractors to deliver the project within the construction time. Contractors will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

19. Termination or Debarment Certifications

The Contractor must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Contractor must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Contractor cannot certify these two statements the firm shall submit a written explanation of the circumstances for review by DFCM. These certifications are to be submitted with the Statement of Qualifications.

20. Selection Committee

The Selection Committee may be composed of individuals from DFCM, the User Agency/Institution, and a representative from the design or constructions disciplines.

21. Interviews.

Interviews will be conducted with all responsive and responsible contractors except as follows. If more than four contractors submit proposals and meet other requirements, DFCM may convene the selection committee to develop a short list of contractors to be invited to interviews. This evaluation will be made using the selection criteria noted below except that cost will not be considered. The information provided by the past performance/references, performance plan and statement of qualifications will be the basis for this evaluation.

The purpose of the interview is to allow the Contractor to present its qualifications, past performance, management plan, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the Contractor's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. The project superintendent is the contractor's representative who will be in daily control of the construction site. The project manager has overall job authority,

will be in attendance at all job meetings, and is authorized by the Contractor to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of sub-contractors is at the discretion of the Contractor.

The method of presentation is at the discretion of the Contractor. The interviews will be held on the date and at the place specified in the Project Schedule.

22. Selection Criteria for VBS Construction

The following criteria will be used in ranking each of the Contractors. The Contractor that is ranked the highest will represent the best value for the state. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal. Weights have been assigned to each criteria in the form of points.

- A. **Cost. 20 Points.** The Contractor's Cost Proposal will be scored by the selection committee taking into account the total of all costs within the proposal. The more competitive overall cost will achieve a higher score. A summary of each cost proposal will be made available to the selection committee just prior to the interviews.

- B. **DFCM Past Performance Rating. 10 Points.** Each construction firm will be given a past performance rating. The rating will be based first on how well the firm did on past projects with DFCM within the last five years. If a minimum of three DFCM past performance ratings are not available, a rating will be established using any DFCM past performance ratings that are available, supplemented by non-DFCM owner references supplied by the contractor at the time the proposals are submitted. This score will be mathematically generated with the criteria points being determined by factoring the points available by the average performance percentage of the firm.

- C. **Strength of Contractor's Team. 40 Points.** Based on the statements of qualifications, the interview, and management plan, the selection team shall evaluate the expertise and experience of the construction firm the project manager and the superintendent as it relates to this project in size, complexity, quality and duration. The selection committee will evaluate the Contractor's demonstrated knowledge of and/or experience with the management and construction of a state-of-the-art research laboratory for life sciences or similar facility. The committee will also consider demonstrated knowledge of and/or experience with the application of the DFCM High Performance Building Standard and/or LEED (Gold) certification. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.

D. Project Management Approach. **20 Points**. Based on the information provided in the construction and management plan and information presented in the interview the selection team shall evaluate how each team has planned the project and determined how to construct the project in the location and in the time frames presented. The firm should present how they plan to move material and people into and out of the site, how they plan to adequately staff the project, keep the site safe, and minimize disruption to the facility etc. The construction firm shall also discuss what portions of the project they plan to self perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

E. Schedule. **10 Points**.

TOTAL POINTS POSSIBLE: 100 POINTS

23. Scoring and Justification

The selection committee will provide a unitary score per criteria for each firm. The firm with the highest total of points will represent the best value for the state and will be selected for the project. The selection committee will provide a justification statement that details conclusions supporting the selection.

24. Award of Agreement

The award of the CM/GC Agreement shall be in accordance with the criteria set forth in the Request for Proposals (RFP). The State of Utah intends to enter into an agreement with the prime Contractor to construct the project as outlined. Individual contractors or alliances between two or more contractors are allowed in this process. The State will contract with only one legal entity.

25. Agreement and Bond

The Contractor's Agreement will be the form attached to this RFP. The contract time will be as indicated in the proposal. The selected Contractor, simultaneously with the execution of the GMP, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the RFP. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

26. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a proposal is in doubt as to the meaning of any part of the drawings, specifications or other contract documents, such person shall submit to the specified DFCM representative a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or entity receiving a set of documents. Neither DFCM nor the A/E will be responsible for any other explanations or interpretations of the proposed documents.

27. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

28. Permits

In concurrence with the requirements for permitting in the General conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the contract time.

29. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

30. Withdrawal of Proposals

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

31. Time is of the Essence

Time is of the essence in regard to all the requirements of the contract documents.

32. Right to Reject Proposals

The DFCM reserves the right to reject any or all proposals.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

PROJECT SCHEDULE

PROJECT NAME:		LIFE SCIENCE RESEARCH CENTER - USTAR UTAH STATE UNIVERSITY – LOGAN, UTAH		
DFCM PROJECT NO.		06292770	CM/GC	
Event	Day	Date	Time	Place
Request for Proposals Available	Tuesday	January 15, 2008	2:00 PM	DFCM 4110 State Office Bldg SLC, UT and DFCM web site*
Mandatory Pre-Proposal Site Meeting	Thursday	January 31, 2008	1:30 PM	Building 570, Suite 101 570 E. Research Park Ave. (approximately 1650 North) North Logan, UT
Last Day to Submit Questions	Thursday	February 7, 2008	4:00 PM	Dave McKay – DFCM E-mail: dmckay@utah.gov Fax: (801) 538-3267
Addendum Deadline (exception for proposal delays)	Monday	February 11, 2008	2:00 PM	DFCM web site *
Cost Proposals, Management Plans, References, Statements of Qualifications, and Termination/Debarment Certifications Due	Thursday	February 14, 2008	12:00 NOON	DFCM 4110 State Office Bldg SLC, UT
Short Listing by Selection Committee, if applicable.	Tuesday	February 19, 2008	TBA	To be determined
Interviews	Tuesday	February 26, 2008	TBA	To be determined
Announcement	Wednesday	February 27, 2008		DFCM web site *
Requested Completion Date	Monday	November 1, 2010		

* DFCM's web site address is <http://dfcm.utah.gov>



COST PROPOSAL FORM

NAME OF PROPOSER _____ DATE _____

To the Division of Facilities Construction and Management
 4110 State Office Building
 Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to General Contractors/Construction Managers" and in accordance with the "Request for Proposals" for the **LIFE SCIENCE RESEARCH CENTER USTAR - UTAH STATE UNIVERSITY – LOGAN, UTAH – DFCM PROJECT NO. 06292770** propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part:

I/We acknowledge receipt of the following Addenda: _____

A. Preconstruction Fee - For all work during the pre-construction period, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$_____)
 (In case of discrepancy, written amount shall govern)

B. Construction Management Fee (including overhead and profit) - For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$_____)
 (In case of discrepancy, written amount shall govern)

C. Contractors Modification Factor - The contractors insurance modification factor as currently rated is: _____

D. Construction Supervision Cost - For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of _____ per month.

E. **Self Performed Work Markup** - For all self performed work, I/we agree to add no more than ___% to our labor and material costs to perform the work.

Contractor Change Order Markup - For all work added to the contract by change order above and beyond the FLCC, I/we agree to add not more than 5% to the subcontractor/supplier costs for the additional work. (For clarification, please review Section 5.2 of the CM/GC Agreement.)

I/We guarantee that the Work will be Complete, including punchlist items, by **November 1, 2010**, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of **\$2,000** per day for each day after expiration of the Contract Time as stated in Article 1.4 of the CM/GC Agreement.

The FLCC for this project is **\$48,000,000**. Enclosed is a bid bond in the amount of 5% of the FLCC.

With the cooperation of DFCM and A/E, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.

The undersigned Contractor's License Number for Utah is _____.

This bid shall be good for 45 days after bid submission.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Proposer

ADDRESS:

Authorized Signature

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____ .

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____

(Affix Corporate Seal)

Surety's name and address:

By: _____

Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.
My Commission Expires: _____
Resides at: _____

Agency: _____
Agent: _____
Address: _____
Phone: _____

NOTARY PUBLIC

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



Division of Facilities Construction and Management

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM (VBS)

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of ALL first-tier subcontractors, including the subcontractor’s name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

DOLLAR AMOUNTS FOR LISTING

PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

LICENSURE:

The subcontractor’s name, the type of work, the subcontractor’s bid amount, and the subcontractor’s license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

‘SPECIAL EXCEPTION’:

A bidder may list ‘Special Exception’ in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A.Section 63A-5-208(4). The bidder shall insert the term ‘Special Exception’ for that category of work, and shall provide documentation with the subcontractor list describing the bidder’s efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any ‘Special Exception’ designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder’s efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor’s bid. Any listing of ‘Special Exception’ on the sublist form shall also include amount allocated for that work.

GROUNDS FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

Page No. 2

other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self" *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

* Bidders may list "self", but it is not required.

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

The Construction Manager/General Contractor Agreement is undergoing a substantial revision and will be distributed as Addendum No. 1 at the Mandatory Pre-Proposal Site Meeting on January 31, 2008.

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____

(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____

Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 20050
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)
Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ (Seal)
Attorney-in-Fact

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____

AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The Owner accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The Owner accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

A list of items to be completed or corrected is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof.

The Contractor shall complete or correct the Work on the list of items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$_____.

CONTRACTOR (include name of firm) by: _____ DATE

A/E by: _____ DATE

USING INSTITUTION OR AGENCY by: _____ DATE

DFCM by: _____ DATE

cc: Parties Noted
DFCM, Director

**General Contractor Performance Rating Form**

Project Name:		DFCM Project#	
Contractor: <small>(ABC Construction, John Doe, 111-111-1111)</small>	A/E: <small>(ABC Architects, Jane Doe, 222-222-2222)</small>	Original Contract Amount:	Final Contract Amount:
DFCM Project Manager:		Contract Date:	
Completion Date:		Date of Rating:	

Rating Guideline	QUALITY OF PRODUCT OR SERVICES	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
5-Exceptional	Contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. Contractor performance clearly exceeds the performance levels described as "Very Good"			
4-Very Good	Contractor is in compliance with contract requirements and/or delivers quality product/service.	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is effective
3-Satisfactory	Minor inefficiencies/errors have been identified	Contractor is usually effective in managing cost	Contractor is usually effective in meeting milestones and delivery schedules	Response to inquires technical/service/administrative issues is somewhat effective
2-Marginal	Major problems have been encountered	Contractor is having major difficulty managing cost effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is marginally effective
1-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/service/administrative issues is not effective

1. Rate Contractors quality of workmanship, management of sub contractor performance, project cleanliness, organization and safety requirement.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

2. Rate Contractor administration of project costs, change orders and financial management of the project budget.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

3. Rate Contractor's performance and adherence to Project Schedule, delay procedures and requirements of substantial completion, inspection and punch-list performance.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

4. Evaluate performance of contractor management team including project manager, engineer and superintendent also include in the rating team's ability to work well with owner, user agency and consultants.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

5. Rate success of Contractor's management plan, completion of the plans mitigation of project risks and performance of value engineering concepts.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

Signed by:	Date:	Mean Score
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Additional Comments: