



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

September 29, 2016

New Business Building and Remodel

Southern Utah University

Cedar City, Utah

DFCM Project No. 17176730

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Current copies of the DFCM General Conditions dated May 25, 2005 and all Supplemental General Conditions are available upon request at the DFCM office and on the DFCM web site at <http://dfcm.utah.gov> - "Standard Documents" - "Reference Documents" - "Supplemental General Conditions", and are hereby made part of these contract documents by reference.

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 are 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:

New Business Building and Remodel
Souther Utah University, Cedar City, UT
DFCM PROJECT NO. 17176730

This Construction Management/General Contractor (CM/GC) project includes: Construct a new 42,000 square foot facility to service the business school with classrooms, labs, offices, administration, break-out study areas, and support spaces. Remodel approximately 26,000 square feet of existing business school building with a focus on spatial and programmatic commitments to donors for Geo-Sciences space, classrooms, faculty offices, ADA compliance, MEP, and Exterior Skin. Construction budget for this project is approximately \$11,000,000. In addition approximately 2,000,000 for the remodel

The Fixed Limit of Construction Cost (FLCC) is limited to \$13,000,000.00

The Request for Proposals (RFP) documents, including the selection requirements and the selection schedule, will be available at 4:00 PM on Friday, 30 September, 2016 on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Clint Bunnell, DFCM, at 385-414-2314. 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 2:00 PM on Wednesday, 12 October, 2016 in Sharwan Smith Center Great Basin Room, Southern Utah University, Cedar City, 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 2 PM on Thursday, 20 October, 2016 to DFCM, Room 4110 State Office Building, Capitol Hill Complex, 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.

DESCRIPTION OF WORK

Project Description

The request for CM/GC services is required for the new Business Building and remodel of existing business building.

The following assumptions are being studied, reviewed, and defined in the program and design:

- Desire to create a new 42,000 square foot facility to service the business school with classrooms, labs, offices, administration, break-out study areas, and support spaces.
- Connection to campus utility tunnel on the south or east for steam, condensate, data, and power connections. Natural Gas is fed from the campus distribution system on the north. Chilled water will be produced locally by a chiller to be included in the design. Municipal Water, Sewer, and Drainage connections to the north at the street.
- 2-3 Story - Multi-level structure
- Remodel approximately 26,000 square feet of existing business school building with a focus on spatial and programmatic commitments to donors for Geo-Sciences space, classrooms, faculty offices, ADA compliance, MEP, and Exterior Skin.
- Looking for architectural styles that are iconic, unique, timeless, and which harmonize with other aspects of campus architecture and the surrounding area.
- Finished landscape shall be included, as required, around both buildings involved in the project.
- Recommendations for resolving lost parking as a result of the new building will be made by the design team. Full development of additional parking is not included in the scope of this project.
- Close collaboration with the Utah State Energy Office will be required and construction must conform to the state of Utah High Performance Building Standards:
<http://dfcm.utah.gov/dfcm/energy-efficiency-program.html>
- Construction budget for this project is approximately \$11,000,000. In addition approximately 2,000,000 for the remodel.

Project Risk Factors

Timeliness of Project

Cost control

Use of proper building construction materials

FEE SCHEDULE

| Project FLCC maximum: | Pre-const. Fee | Construction Management Fee % of FLCC | Cost of Staff Fee % of FLCC | Basic General Conditions % of FLCC | Total Fee B-D % of FLCC | Self performed work% |
|-----------------------|----------------|---------------------------------------|-----------------------------|------------------------------------|-------------------------|----------------------|
| \$13,000,000 | \$50,000 | 3.0% | 4.0% | 1.5% | 8.50% | 7.0% |

Attachment

Expected Schedule

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 punch list items, by **November 16, 2018**, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of **\$1,000** 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 **\$13,000,000**. 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.

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 on the DFCM website as stated on the Project Schedule.

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:

Clint Bunnell, DFCM Representative
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: cbunnell@utah.gov

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 and 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.

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 cbunnell@utah.gov 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

DFCM will rate each firm's performance on every project worked (rating scale: 1 = low; 5 = high). The rating may include comments from agencies. Ratings on completed DFCM projects over the previous five years will be provided to the evaluation committee for their consideration in evaluating and scoring the past performance of each entity.

DFCM Past performance ratings are available for your review at your request from the DFCM project manager. Requests shall be made prior to the final questions deadline.

If a firm has not completed at least three DFCM projects in the last five years, they shall provide by the time indicated in the schedule, a list of references on all similar projects that were completed by the firm in the last five years. All references shall be for projects in which the firm was the prime firm, and held a contract directly with the owner.

The non DFCM ratings will be used to augment the DFCM ratings, if there are any, for a total of at least three past performance ratings.

It is the firm's responsibility to provide adequate references in compliance with this RFP. Firms that fail to meet the minimum of three ratings will be disqualified.

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. The CMGC will be expected to provide in depth, accurate, and timely cost data for a rigorous life-cycle cost assessment, as required by DFCM's Design Requirements, High Performance Building Standard, Section 5.5. This process will begin during the programming and early schematic design phases of the project. This information will be coordinated with the Owner's contracted Energy Modeling Engineer, University's Facilities Staff, and the design team to provide an accurate accounting of the upfront and replacement costs for various building systems and equipment, including but not limited to mechanical equipment, electrical equipment and building enclosure systems. Please note that the cost data needed will not be limited to energy performance equipment, it may also include data on various other building systems.

These costs will be provided based on programmatic level narratives and be revised as the design develops through the remaining design phases. This information will be used to help the project steering committee make an informed decision on the most life-cycle cost effective building systems and therefore needs to be as accurate as possible.

DFCM may request the CM/GC to solicit Mechanical, Electrical and Plumbing sub-contractors on a design assist basis through a value based selection. If we choose to move forward with a design assist approach we would request the CM/GC to advertise shortly after award of the contract.

- 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, Fees, and Markups**

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.

A bid bond properly signed by a qualified surety, as indicated on the DFCM Bid Bond form provided along with this Instruction to Bidders, in the amount of 5% of the bid, shall accompany the bid submission to DFCM. **THIS BID BOND MUST BE ON THE DFCM BID BOND FORM PROVIDED WITH THIS INSTRUCTION TO BIDDERS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID** unless only one bid is received by DFCM, or the failure to comply with the bid bond requirements is determined by the Director of DFCM to be nonsubstantial based on the following:

- A. the bid bond is submitted on a form other than DFCM's required Bid Bond form and the bid bond meets all other requirements including being issued by a surety firm authorized to do business in the State of Utah and be listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement; and
- B. the contractor provides a bid bond properly signed by a qualified surety and on the required DFCM Bid Bond form by the close of business of the next succeeding business day after the DFCM notifies the bidder of the defective bid bond.

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

- A. **Preconstruction Fee.** A maximum fee of \$50,000 (as referenced on page 4 fee schedule) will include the following services for the Preconstruction Phase except pre-authorized out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee. The CM/GC will be expected to provide in depth, accurate, and timely cost data for a rigorous life-cycle cost assessment, as required by DFCM's Design Requirements, including, but not limited to, the High Performance Building Standards, Section 5.5. This process will begin during the programming phase and early schematic design phase of the project. This information will be coordinated with the DFCM's contracted Energy Modeling Engineer,

University's Facilities Staff, and the design team to provide an accurate accounting of the upfront and replacement costs for various building systems and equipment, including but not limited to mechanical equipment, electrical equipment and building enclosure systems. Please note that the cost data needed will not be limited to energy performance equipment, it may also include data on various other building systems.

The aforesaid lump sum fee will also include programmatic level narratives and be revised as the design develops through the remaining design phases. This information will be used to help the project steering committee make an informed decision on the most life-cycle cost effective building systems and therefore needs to be accurate.

DFCM may request the CM/GC to solicit Mechanical, Electrical and Plumbing sub-contractors on a design assist basis through a value based selection managed by the CM/GC. If DFCM chooses to move forward with a design assist approach, the CM/GC shall promptly advertise for these sub-contractors after award of the CM/GC contract.

- B. **Construction Management Fee. 3% of the final FLCC** (as referenced on page 4 fee schedule) will 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. 4% of the final FLCC** (as referenced on page 4 fee schedule) 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 3% 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. *A markup equal to or less than 7% will be considered. Proposals with markups above 7% will be deemed non-responsive and not considered.*

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 and Statement of Qualification Submittal

The submittal for management plan and statement of qualifications shall be combined into one document and shall be limited to 35 pages maximum. Six hard copies *and* two CDs *and an electronic copy sent to dfcmcontracts@utah.gov* are required. The submittal shall be organized as follows:

COVER PAGE: Shall include the project name and project number as well as the prime firm’s name. The cover page may have a picture on it with a brief description of the picture.

TAB ONE: Letter of introduction – including point of contact information.

TAB TWO: Statement of Qualification & Strength of Team – including: Prime Firm Experience, Project Specific Team Experience, Past Project Experience as a Team, Team Experience with DFCM/Agency (Southern Utah University), On-Site Management Teams (Project Director or Sr. Project Manager, Project Manager, Superintendent, Project Engineer) Experience, Preconstruction Team, & any other team member’s project specific experience as required.

The Statement of Qualifications is a short document that indicates the experience and qualifications of the firm, the project manager and other critical members of the team. It describes what talents their team brings to the project, how their knowledge of the subject will provide benefit to the process, how the team has been successful in the past and how that relates to this project. It should include information on similar projects that have been completed by the firm, project manager and other team members. Include the experience and special qualifications that are applicable to this project and/or are part of the project specific selection criteria.

TAB THREE: Management Plans – Firms are required to develop and submit a plan demonstrating how they will manage their responsibilities and scope of work outlined within this RFP. The Management Plan should be concise yet contain sufficient information for evaluation by the selection committee and should include: *Preconstruction Services, Project Communication Plan, Schedule Control Plan, Safety Plan, Quality Control Plan, Change Control Plan, and Project Closeout Plan.*

TAB FOUR: Project Schedule – 11” x 17” pages may be utilized for the proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable.

TAB FIVE: Project Risks, Tools, & Ideas – Address *Risk Identification and Mitigation Plan, Tools and Techniques, Value Added Ideas.* 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.

TAB SIX: Termination and Debarment Statement and Miscellaneous Information.

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 e-mailed to dfcmcontracts@utah.gov 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 four or more 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 criterion in the form of points.

- A. DFCM Past Performance Rating. 50 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.
- B. Strength of Contractor's Team. 100 Points
- 30 Points. *Project Specific Team Experience:* show the experience of the project team in relation to project specific successfully completed projects.
 - 10 Points. *Team Experience with Agency/Institution:* show the amount of experience the team has on successful past projects with the Agency/Institution.
 - 10 Points. *Team Experience in Geographical Region:* show the experience the team has in the specific geographical region on recent projects and this experience will be a benefit.
 - 10 Points. *Team Member Availability:* show the availability of the team considering current project assignments and their commitment to these projects.
 - 10 Points. *Project Manager Experience:* show the experience of past relevant projects. Consider availability, other current projects and percent of commitment, years of experience and years of experience with current company.
 - 10 Points. *Superintendent Experience:* show the experience of past relevant projects, availability, years of experience and years of experience with current company.
 - 20 Points. *Project Estimator Experience:* show the experience on relevant past projects, roles, availability, current assignments and percent of commitment.
- C. Project Management Approach. 150 Points
- 25 Points. *Estimating Experience:* demonstrate experience in preconstruction estimating on projects with similar scope and delivery method.
 - 30 Points. *Cost, Scope, Schedule, Quality Control Plan:* show how the team will approach managing and controlling project costs, scope, and schedule including bid packages and change requests.
 - 20 Points. *Subcontractor and Vendor Selection Plan:* show how subcontractors and suppliers will be selected and managed.
 - 25 Points. *Risk Identification and Mitigation Plan:* provide detail list of risks and a mitigation plan.
 - 35 Points. *Value Added Ideas:* provide added value ideas.

- 15 Points. *Project Closeout Plan*: provide a plan for project closeout to include warranty period.

TOTAL POSSIBLE POINTS: 300 POINTS

** Points will be totaled and the highest point total will determine the best value to the state**

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 bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager 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 posted on DFCM's web site at <http://dfcm.utah.gov>. Neither the DFCM nor 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 DFCM FORM 4a 072816

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.



PROJECT SCHEDULE

| PROJECT NAME: Business Building and Remodel AGENCY/LOCATION: Southern Utah University DFCM PROJECT NO. 17176730 | | | | | CM/GC |
|--|------------|--------------------|-------------|---|--------------|
| Event | Day | Date | Time | Place | |
| Request for Proposals Available | Thursday | September 29, 2016 | 4:00 PM | DFCM web site * | |
| Mandatory Pre-Proposal Site Meeting | Wednesday | October 12, 2016 | 2:00 PM | Southern Utah University – Sharwan Smith Center, Great Basin Room | |
| Last Day to Submit Questions | Friday | October 14, 2016 | 4:00 PM | Clint Bunnell - DFCM E-mail cbunnell@utah.gov | |
| Addendum Deadline (exception for proposal delays) | Monday | October 17, 2016 | 4:00 PM | DFCM web site * | |
| Cost Proposals, Management Plans, References, Statements of Qualifications, and Termination/Debarment Certifications Due | Monday | October 24, 2016 | 2:00 PM | DFCM Room 4110 State Office Bldg. Capitol Hill Complex SLC, UT | |
| Short Listing by Selection Committee, if applicable. | Thursday | October 27, 2016 | 8:00 AM | DFCM web site * | |
| Announcement of Finalists | Friday | October 28, 2016 | 3:00 PM | DFCM web site* | |
| Interviews | Thursday | November 10, 2016 | 9:30 AM | DFCM Room 4112 State Office Bldg. Capitol Hill Complex SLC, UT FCM | |
| Announcement | Friday | November 4, 2016 | 4:00 PM | DFCM web site * | |
| Requested Substantial Completion Date | Friday | November 16, 2018 | 5:00 PM | | |

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



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

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

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such 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.

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: _____

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, 2005
By Alan S. Bachman, Asst Attorney General



Division of Facilities Construction and Management

DFCM

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.

DFCM 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).

DFCM 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:

The Owner acknowledges receipt of the following closeout and transition materials:

- Record Drawings
- O & M Manuals
- Warranty Documents
- Completion of Training Requirements

A list of items to be completed or corrected (Punch List) 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 amount of (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

CONTRACTOR (include name of firm) and PRINTED NAME E-MAIL DATE

A/E and PRINTED NAME E-MAIL DATE

AGENCY and PRINTED NAME E-MAIL DATE

DFCM and PRINTED NAME E-MAIL DATE

PAST PERFORMANCE RATING EVALUATION

| | | | | |
|--------------------------------------|--|---|--|---|
| DATE | | Address | | |
| Firm Name | | City, State & Zip Code | | |
| Firm Contact | | Phone Number | | |
| | | | | |
| Project Number & Name | | | | |
| Project Manager | | Completion Date | | |
| Service Provided | | Contract Amount | | |
| | | | | |
| RATINGS GUIDE | Quality of Product or Service | Cost Control | Timeliness of Performance | Business Relations |
| 5-exceptional | Contractor/AE has demonstrated an exceptional 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 "Above Average" | | | |
| 4-Above Average | Contractor/AE is in compliance with contract requirements and delivers quality product or service | Contractor/AE is effective in managing costs and submits current, accurate, and complete billings | Contractor/AE is effective in meeting milestones and delivery schedule | Response to inquiries, technical, service, administrative issues is effective |
| 3-Average | Minor inefficiencies/errors have been identified | Contractor/AE is usually effective in managing cost effectively | Contractor/AE is usually effective in meeting milestones and delivery schedules. | Response to inquiries, technical, service, administrative issues is somewhat effective |
| 2-Below Average | Major problems have been encountered | Contractor/AE is having major difficulty managing cost. | Contractor/AE is having major difficulty meeting milestones and delivery schedule. | Response to inquiries, technical, service, and administrative issues is marginally effective. |
| 1-Unsatisfactory | Contractor/AE is not in compliance & is jeopardizing achievement of contract objectives. | Contractor/AE is unable to manage costs effectively. | Contractor/AE delays are jeopardizing performance of contract objectives | Response to inquiries, technical, service, and administrative issues is not effective. |
| | | | | |
| Rate the Following | | COMMENTS | | |
| Quality of Product or Service | 0 | | | |
| Cost Control | 0 | | | |
| Timeliness of Performance | 0 | | | |
| Business Relations | 0 | | | |
| Overall Rating | 0.00 | | | |