

**REQUEST FOR PROPOSALS**

###### DESIGN-BUILD SERVICES & CONSTRUCTION

for

**Facilities Management Landscape Shop**



FACILITIES MANAGEMENT

Facilities Planning & Construction

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RFP # 11-111

Project Code: 207-B1185-000

#### Issue Date: November 22, 2011

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**SECTION A – PURPOSE AND OVERVIEW**

**A.1.** **PURPOSE OF RFP**

The Rector and Visitors of the University of Virginia (the "University"), seek to retain the services of a Design-Build Contractor team (referred to as D/B), for completion of design and construction of the FM Landscape Shop. The purpose of this Request for Proposals (RFP) is to solicit Proposals and to establish a contract for the purchase of these services. This RFP sets forth the instructions for submitting Proposals, the procedure and criteria by which the University will select one D/B, and the contractual terms by which the University proposes to govern the relationship between itself and the selected D/B.

The exact extent of the D/B's services, as defined by the University’s Higher Education Capital Outlay Manual (HECOM), are to be negotiated by the University with the successful firm. This RFP, with any formal amendments, describes the full scope and nature of the services the D/B shall provide. These services fall under the general category of Design-Build Services and Construction.

**A.2.** **GOALS AND OBJECTIVES**

The provisions of this section set out the goals and objectives of the University and do not impose obligations, duties or responsibilities upon the D/B in addition to, or independent of, those set out in the other provisions of this RFP and D/B Contract. The D/B will exercise its best professional judgment and perform the D/B Contract in a manner that will conform to the accomplishment of these goals and objectives:

1. Ensuring the specific scheduling needs of the University and this Project are met.
2. Ensuring that the Facilities Management work yard and neighboring facilities remain accessible and fully operational.
3. Ensuring the safety of students, faculty and staff, and visitors to the University, and their access to essential areas. This entails planning for continuous use of walkways, handicapped access, and barring entrance to construction areas. Also included is minimizing noise, maintaining proper air quality, water quality, and cleanliness within the site and surrounding facilities.
4. Ensuring the quality of the Project reflects the University’s full intent. The Project must demonstrate to students, faculty and staff that the hard work undertaken has resulted in a well-constructed facility.
5. Ensuring that University Facilities Management is kept apprised of work in progress, unusual disruptions, changes in schedules, etc. Continuous open communication will be essential to providing the information that will allow the University to plan and adjust to Project impacts incrementally.
6. Ensuring that construction is in compliance with the intent of the project.
7. Ensuring the Project remains within budget.

**A.3. SMALL, WOMEN-OWNED AND MINORITY-OWNED (SWaM) BUSINESSES**

It is the policy of the State and the University to contribute to the establishment, preservation, and strengthening of SWaM firms and to encourage their participation in State procurement activities. See Mandatory Contractual Provisions, Section F.5.1, SWaM Firm Utilization.

A.4. PARTNERING

The University intends to encourage the foundation of a cohesive partnership with the University, the A/E, the D/B, and the D/B's Suppliers and Subcontractors.  This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals.  The objectives are effective and efficient contract performance intended to achieve completion within budget, on schedule, and satisfactory to all partners.

**A.5.** **LEED / SUSTAINABILITY GOALS AND IMPLEMENTATION**

The D/B shall implement practices and procedures to meet the University’s sustainability performance goals, which include achieving LEED Certification if attainable given the nature of this project. Specific Project goals that may impact the D/B include:

* Coordination of Subcontractors (waste haulers) related to Construction and Demolition Waste Management.
* Coordination of Subcontractors related to compliance with a Construction Indoor Air Quality Management Plan.
* Special Substitution Requests for LEED Initiatives.
* Compliance with Specified Material and Documentation Requirements Related to the Use of Recycled-Content Materials; Use of Locally/Regionally-Manufactured Materials; Use of Low-Emitting Materials; and Use of Certified Wood Products.

The D/B shall help ensure that the requirements related to these goals, as defined in the Project Basis of Design, are implemented to the fullest extent.  Substitutions or other changes to the work shall not be allowed if such changes substantially compromise the specified LEED Performance Criteria.

**A.6.** **BIM**

It is the intent of the University to encourage and participate in the usage and development of BIM, and related efforts. While neither A/Es nor Contractors are required as part of their Work for the University to use or create associated BIM files they are highly encouraged to do so.

HECOM revision VI §3.11 requires that CAD files and BIM files, along with other files, become the property of the University and as such shall be provided to the University. The performance liability that attaches to the delivery of these files rests not upon incomplete CAD and BIM files, but rather upon the final approved Construction Documents.

HECOM revision VI § 3.11 also expressly states that should the University supply any CAD or BIM files to a third party, the University makes no warranties or representations as to the accuracy or completeness of the electronic files and that the third party agrees to take those files and use them “at its own risk.” When such files are made available they are provided with a cover letter stating such and requiring acknowledgement.

These files may be provided as a matter of efficiency to facilitate design phase services. The University provides documents only as a work product and not as an element of the ultimate construction contract. It is unreasonable to expect firms to recreate the plans. The University’s position is that providing incomplete electronic files is the same as providing Schematic and/or Preliminary Design documents.

**A.7. PROCUREMENT PROCESS**

The University issues this RFP as part of the procurement process established by the “2006 Management Agreement Between the Commonwealth of Virginia and The University of Virginia” (Va. Acts 2006, Ch.943), and “Exhibit M”, §VII, attached thereto.  The HECOM sets forth the detailed policies and procedures to be followed by the University and D/B in fulfilling procurement responsibilities.

Note that the University is not requesting a fixed price proposal for the steel building in this RFP. We will award an initial contract for construction management services in which the selected D/B will complete the design in conjunction with the University. In addition, under the initial contract the D/B will seek competitive pricing for the completed design for the various trade elements, which will be the basis for Contract #2, the construction contract. Lastly, the initial contract includes construction management services to administer the construction contract. The construction contract will contractually bind the D/B to be totally responsible for the Subcontractors and to provide the actual labor and materials for the Project utilizing the CO-7DB General Conditions, HECO-7DB General Conditions Addendum #1, Supplemental General Conditions, and HECO-9DB Design-Build Contract.

By submitting a proposal, the D/B certifies that all information provided in response to this RFP is true and accurate.  Failure to provide information required by this RFP may ultimately result in rejection of the proposal.

**SECTION B – PROJECT DESCRIPTION AND SCOPE**

**B.1. PROJECT DESCRIPTION**

**Project Name**: University of Virginia

FM Landscape Shop

Charlottesville, Virginia

Project Code: 207-B1185-000

**Owner (University):** The Commonwealth of Virginia and

The Rector and Visitors of the University of Virginia

**Pre-Planning** Draper Aden Associates

**Civil Engineer:** Charlottesville, VA

**Programming Consultant:** SHW Group

Charlottesville, VA

**Pre-Planning MEP Engineer:** 2rw Engineers

Charlottesville, VA

**Location of Project:** West End of Facilities Management Yard

University of Virginia, Charlottesville, VA

**B.2. BACKGROUND**

The Facilities Management Department seeks to replace the existing landscape shed, which is too small and in subpar condition. Equipment and materials are stored in various locations in the FM yard. Also, Facilities Management has recently completed a space needs assessment which indicated a dramatic need for more square footage overall and, in particular, better workshop space. Additionally, in a 2008 master plan for the FM yard, the current landscape shed and surrounding area would be cleared for a different use.

The selected site is adjacent to the SEAS/FM project, currently underway on the north side of Edgemont Road, across from Slaughter Recreation Center and at the base of Observatory Mountain. The proximity of the two projects will bring significant efficiency, since the required utilities have already been brought to the area.

**B.3. PROJECT SCOPE**

The proposed Project is more fully described in the attachments, which include planning-level drawings, a Basis of Design Narrative, programming report, and other materials. A brief summary of the Project scope is as follows:

**General Scope of Project:**

The project is to complete the design of the FM Landscape Shop building and pad in conjunction with the University, then fabricate and install a pre-engineered steel structure of approximately 10,000 gsf including a 2nd level or loft space as needed to accommodate program needs. It is the University’s desire to maximize constructed space within the budget on the available footprint. The building will contain offices, meeting and lounge areas, workshops and engine repair areas, storage areas for tools and spare parts, restrooms and locker areas. The University will extend utilities to the Landscape Shop site proximity prior to building installation; the D/B will be responsible for hook-up. The project will not include building fit-out and finishes, which will be completed using in-house resources.

**Proposed Site:**

The building will be sited at the west end of the FM yard, adjacent to the FM/SEAS building currently in construction. A salt shed and recycling shed are currently on the project site, and will be relocated by the University prior to the start of construction.

All adjacent, existing occupied buildings will remain operational during the entire construction time period. The D/B firm will participate with the University in determining the scheduling of construction to minimize disruption to the functioning facilities. Work outside the hours of 7:00 AM and 6:00 PM while school is in session requires prior written notification to and coordination with the University.

**Construction Materials:**

The exterior will be insulated metal wall panels except where sturdier materials are needed to protect the building from equipment damage; the window frames, garage doors, and roof will all be metal. The foundation system will consist of concrete slab on grade with spread footings. New connections to existing water, storm water, sanitary sewer and electric service will be provided by the D/B.

**Construction Type:**

All construction materials will be non-combustible. Issues of separation and use group designation will be determined as the design is further developed.

**B.4. PROPOSED** **PROJECT SCHEDULE**

* Design Completion March, 2012
* Begin Site Work April, 2012
* Building Substantially Complete September, 2012

# SECTION C -- PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

**C.1.** **RFP RESPONSE**

To be considered for selection, the D/B must submit a signed **Technical Proposal** and **Price Proposal** to Facilities Planning & Construction, Office of Contract Administration. The Technical Proposal (one original and 5 copies) and Price Proposal (one original) shall be prepared as two separate packages, placed in separate sealed envelopes/packages identified and appropriately marked as "Technical Proposal" and "Price Proposal", and then both placed in one sealed submission envelope/package.

Each envelope containing a sealed Price or Technical Proposal must be sealed and addressed as indicated below and marked in the lower left hand corner with the name and Virginia Contractor’s Registration Number of the organization which will provide the Payment and Performance Bonds required for a contract:

RFP # 11-111

University of Virginia, FM Landscape Shop

Firm’s Name

Address

Virginia Contractor’s Registration # and Date of Registration

**The Proposals will be received until Close of Business, nominally 5:00 PM, on January 4, 2012.**

The Proposals shall be submitted to the office of:

Ms. Patricia A. Clifton, VCO, C.P.M., VCCO

University of Virginia

FP&C Office of Contract Administration

1000 Ednam Center, Suite 100, Charlottesville, VA 22903 (overnight delivery)

P.O. Box 400892, Charlottesville, VA 22904-4892 (U.S. Mail)

Proposals may be hand delivered to the above address, by the date and time noted. The D/B should not place any other correspondence or other Proposals in the envelope or package. The D/B shall make no other distribution of the Proposal. The University ***will not*** accept telephonic, emailed, or faxed Proposals.

**C.2.** **PROPOSAL PREPARATION**

**C.2.1.** **D/B Representative**

An authorized representative of the D/B shall sign the Proposals and have his/her signature notarized. Both the Technical and Price Proposals submitted by partnerships must include the full name of all partners and must be signed in the partnership name by one of the members of the partnership or an authorized representative, followed by the signature and designation of the person signing. Proposals submitted by corporations must be sealed with the corporate seal, signed with the legal name of the corporation followed by the State in which they are incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. Proposals submitted by a person who affixes to his signature the word “President”, “Secretary”, “Agent” or other designation without disclosing their principal, may be held to be the Price Proposal of the individual signing. When requested by the University, satisfactory evidence of the authority of the person signing in behalf of the corporation or other business entity shall be furnished.

**C.2.2. Completeness and Clarity**

The D/B's shall prepare Proposals simply, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. The D/B's shall place emphasis on completeness and clarity of content so that the University may properly evaluate the D/B's ability to provide the required services. The D/B's shall answer in full, without exception, all items of information and questions. If copies of other documents will answer the question completely, the D/B may attach and clearly label the documents as to which question or item they apply. Failure to submit all information requested will result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. The University will reject Proposals that are substantially incomplete or lack key information.

**C.2.3.** **Mandatory Requirements of this RFP**

Mandatory requirementsare those required by law or regulation, or are such that the University cannot waive them, and they are not subject to negotiation. These requirements are located in Attachment F.5 – Mandatory Contractual Provisions. Mandatory requirements are also indicated in this RFP by use of "will", "shall", "must", or similar words.

**C.2.4.** **Proposal Organization -- Reference this RFP**

The D/B shall number all pages of the Technical and Price Proposals separately. The Proposals shall reference the corresponding section letter and paragraph number of this RFP where applicable. It is also helpful to repeat the text of the requirement as it appears in this RFP. If a response covers more than one page of this RFP, the D/B will repeat at the top of the next page the section letter and paragraph number. The Proposal must contain a table of contents that cross-references these RFP requirements. Other information that may assist the University in evaluating the D/B's Proposal, that does not fall within any of the requirements of this RFP, should be inserted at an appropriate place or be attached at the end of the Proposal and designated as additional material. Proposals that the D/B does not organize in this manner risk elimination from consideration or lowered evaluations, if the evaluators are unable to determine where the Proposal specifically addresses the requirements.

**C.2.5.** **Single Volumes**

Where possible, all materials submitted should be fully recyclable. The Technical proposal should be collated on standard letter-sized paper and preferably clipped together without binding into a single volume. These single volumes should contain all documentation that the D/B submits with the Proposal. To conserve paper, double sided printing is strongly encouraged. Any drawings provided shall be to scale, have a title block and be bound in a set if not included within the written volume. The largest sheet size submitted shall be 11”x17”. The Price proposal should be submitted in a separate envelope.

**C.2.6.** **Trade Secrets or Proprietary Information**

Ownership of all data, materials and documentation originated and prepared for the University pursuant to this RFP shall belong exclusively to the University and be subject to public inspection according to the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the D/B shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the D/B must invoke the protections of University Procurement Rules, Attachment 1, Section 34.F, in writing, either before or at the time the D/B submits the data. The written notice must specifically identify the data or materials for the University to protect and state the reasons why protection is necessary. The D/B must identify the proprietary or trade secret material submitted by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the Proposal.

**C.2.7. Ownership of Proposals**

All Proposals (Base and Options) will become the property of the University upon submission. Submissions of unsuccessful Firms will be destroyed by the University or returned to the D/B upon written request, after a contract for the work has been executed.

**C.3. TECHNICAL PROPOSAL**

The Evaluation and Selection Committee will be looking for the Proposal that presents the best plan to achieve a successful Project. The information requested in the **Technical Proposal Form** represents the services, experience, and capabilities considered to be most important to design, manage and construct the FM Landscape Shop. The University provides this format for the D/B to accurately respond to the technical evaluation factors listed in Section D - Evaluation and Award Criteria**.**

**C.3.1. The Technical Proposal shall consist of:**

1) A completed and signed **Design-Build Team Form** listing all the licensed design professionals, Attachment F.1. The Design Professional(s) on the D/B team providing his/her seal shall submit with the Technical Proposal two (2) valid copies of the following:

a. Professional Registration with the Commonwealth of Virginia.

1. Professional Liability Insurance Policy. Insurance requirements are shown in Section 11 (e) of the General Conditions, CO-7DB as modified by the HECO-7DB.

2) A completed, signed, and notarized **Technical Proposal Form,** Attachment F.1.

3) A completed, signed, and notarized **Reference Contact Authorization Form**, Attachment F.2.

4) A completed Office of the Architect for the University Statement of Qualifications Form, Attachment F.4, referenced document.

**C.3.2. General Notes**

The following requirements and formats are a mandatory requirement of the RFP. All questions are to be answered in full, without exception. Do not leave any blanks where information is requested. Please indicate accordingly if the answer is “none” or “not applicable”. The format provided is to be used. When attaching other documents add a reference number on the front page to indicate clearly the specific item it is in reference to.

1) The University shall be entitled to contact every reference listed and each entity referenced in any response to any question in this Proposal. The Firm, by submitting this Proposal, including the Reference Contact Authorization Form, expressly agrees that any information concerning the Firm in possession of said entities and references, or any other entity, will be made available to the University if requested. Note: The University may use other sources to verify past performance.

2) The Firm shall provide only current, accurate and complete information. The Firm hereby warrants that responses contained herein are true, accurate, and complete. The Firm acknowledges that the University is relying on the truth and accuracy of the responses. If it is later discovered that any material information given in this Proposal was false, it shall constitute grounds for immediate termination or rescission by the University of any subsequent Contract between the University and the Firm.

3) This Proposal, its completion by the Firm, and its use by the University shall not give rise to any liability on the part of the University to the Firm or any third party or person.

Note: If for this work the Firm proposes to operate as a Joint Venture, employ Subcontractors, or Consultants, then all of the requested information in this Proposal must also be supplied accordingly for each entity. Distinguish specifically what the division of work, business relationships, and responsibilities are proposed to be provided or performed by each entity. Identify personnel by the organization they are employed by.

**C.4. PRICE PROPOSAL**

**C.4.1. The Price Proposal shall consist of**:

1) Completed, signed, and notarized **Price Proposal Form**, Attachment F.3.

2) Proposed Payment Schedule

3) Bid Bond

**C.4.2. Contract Security**

All the provisions of this section will apply when the construction contract is issued in accordance with Section A.7.

A Bid Bond in the amount of 5% of the sealed Price Proposal amount is required. Payment and Performance Bonds will be required as detailed in Section 8 of the General Conditions, CO-7DB, as modified by the HECO-7DB, (See Attachment F.4, referenced document.)

Any Proposal (including the Total Base Proposal plus all Additive Price Items) that exceeds one million dollars ($1,000,000) shall be accompanied by a Bid Bond payable to the University as obligee in an amount equal to five percent (5%) of the amount of the Proposal. The Bid Bond must be issued by a surety company which is legally authorized by the Virginia State Corporation Commission to do fidelity and surety business in the Commonwealth of Virginia. Such Bid Bond shall guarantee that the D/B will not withdraw its Proposal during the period of sixty (60) days following the receipt of Proposals; that if it’s Proposal is accepted, it will enter into a formal contract with the University in accordance with the Contract Between University and Contractor, HECO-9DB, included as a part of the RFP Documents; that it will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms referenced in the RFP documents; and that in the event of the withdrawal of its Proposal within the given period, or failure to enter into the contract and submit the bonds within ten (10) days after it has received notice of acceptance of its Proposal, the D/B shall be liable to the University for the difference between the amount specified in its Proposal and such larger amount for which the University may contract with another D/B to perform the work covered by said Proposal, up to the amount of the Proposal guarantee. This amount represents the damage to the University on account of the default of the D/B in any particular hereof. (See § 22-4336 of the Code of Virginia, as amended.)

**C.5. PRE-PROPOSAL CONFERENCE**

The University will hold a non-mandatory Pre-proposal Conference and site visit, which will begin at 2:00 PM local prevailing time on December 8, 2011 in the Leake Building Upper Level Conference Room, adjacent to the Project site. Parking will be available at the Leake Building. The purpose of this conference is to allow potential D/B's an opportunity to present questions and obtain clarification of any facet of this RFP. Technical and contracting personnel will be available to discuss the scope of services and respond to questions.

An initial presentation and Q & A session will be followed by a tour of the Project site.

To facilitate responses and to expedite the conference, the University requests interested firms to submit questions to George Cullen in writing to arrive no later than 4:00 PM on December 6, 2011. Submission by email (gec2n@virginia.edu) is encouraged. Questions relating to this RFP should specify the section and paragraph number.

While attendance at this conference will not be a prerequisite to submitting a Proposal, the University strongly encourages D/B's who intend to submit a Proposal to attend. The University will issue any changes, clarifications, and answers to questions resulting from this conference in a written amendment to this RFP and provide them to all RFP recipients.

**C.6. ORAL PRESENTATION**

The University may require D/B's who submit a Proposal in response to this RFP to give an oral presentation. This provides an opportunity for the D/B to clarify or elaborate on the Proposal. This is primarily a fact-finding and explanation session. The date, time, and location of these presentations will be provided separately.

**C.7. WITHDRAWAL OF PROPOSAL**

Since the provisions of Section 2.2-4330 of the Code of Virginia provide only for the withdrawal of bids during the competitive sealed bid process and since the Code of Virginia makes no provision for withdrawal of Proposals during the competitive negotiation proc­ess, the following procedures are established for the withdrawal of a Proposal during the competitive negotiation process on Design-Build Projects due to errors in the Price Proposal:

**C.7.1.** A Firm may withdraw the entire Proposal from consideration if a mistake was made, in the Firm’s good faith, and the mistake was a cleri­cal mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of the work, labor or material, made directly in the compilation of the Price Proposal. The mis­take must be clearly shown by inspection of the original work papers, documents and materials actually used in the preparation of the Proposal for which withdrawal is being sought. The Firm shall submit to the Construction Contract Administrator, Facilities Planning and Construction, University Facilities Management, the original work papers, documents and materials used in the preparation of the Price Proposal within 24 hours after the date and time fixed for the submission of Proposals. The work papers shall be delivered by the Firm in person or by registered mail.

**C.7.2.** The Firm shall have 24 hours from the time established for submission of Proposals to pro­vide, in writing, any claim of a mistake as defined herein and withdraw his entire Proposal, both Price and Technical. Such mistake shall be proven only from the original work papers, docu­ments and materials delivered as required herein.

**C.7.3.** No Proposal may be withdrawn under this section when the result would be the awarding of the Contract to the same Firm for another Propos­al from the same D/B or to any other D/B in which the Firm claiming error is also a participant or in which the Firm claiming error has more than a 5% financial interest.

**C.7.4.** No Firm or member of the proposing D/B which has been permitted to withdraw a Proposal shall for compensation, supply any material, labor or design services to, or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise bene­fit, directly or indirectly, from the perform­ance of the Project for which the withdrawn Proposal was submitted.

**C.7.5.** If the Committee denies the withdrawal of a Proposal under the provisions of this section, it shall notify the Firm, in writing, stating the reasons for the Committee’s decision.

**C.8. UNIVERSITY’S REJECTION OF PROPOSALS**

The University can reject a Proposal as "technically unacceptable" without considering price.

Firms agree, by submitting a Proposal, that their Technical Proposal may be rejected by the University during the evaluation process prior to opening Price Proposals and that such rejection is recognized as cause to not open the sealed Price Proposal.

The sealed Price Proposals will be held secured and sealed by the Contract Administrator until recommendations are received from the Proposal Evaluation & Selection Committee (Committee).

The University reserves the right to accept or reject any and all Proposals if the University considers it in its interest to do so and to reject the Proposals of any Firm who it considers not to be in a position to perform the Contract.

**C.9. DISQUALIFICATION**

Disqualification of D/Bs and members of the D/Bs prior to the opening of the Price Proposals: The University reserves the right to conduct investigations into the qualifications and experience of any or all persons or organizations submitting a Proposal for the Project. Based upon the findings of such investigations, the University reserves the right to deny any or all persons and organizations the opportunity to submit a Proposal for the Project.

**C.10. UNIVERSITY’S POINT OF CONTACT**

Resolution of discrepancies and ambiguities: All questions about the meaning or intent of the RFP  shall be submitted to the University’s Representative in writing. Address written inquiries to:

George Cullen, VCCO, CPCM, VCO, CPPB, C.P.M., CPSM

University of Virginia

FP&C Office of Contract Administration

1000 Ednam Center, Suite 100, Charlottesville, VA 22903 (overnight delivery)

P.O. Box 400892, Charlottesville, VA 22904-4892 (U.S. Mail)

Replies will be issued by Amendment mailed or delivered to all parties recorded by the University as having re­ceived the Request for Proposal. Questions received less than ten (10) days prior to the date for submis­sion of the Proposals may not be answered. The last Amendment will be issued five (5) days prior to submission date. Only answers contained in a formal written Amendment will be binding.

**C.11. NOTICES**

The University and D/B shall deem all written notices executed when hand delivered, when deposited with sufficient payment as overnight mail, or when faxed, and addressed to the other party as follows:

If to the University: George Cullen, VCCO, CPCM, VCO, CPPB, C.P.M., CPSM, University of Virginia, FP&C, Office of Contract Administration, 1000 Ednam Center, Suite 100, Charlottesville, VA 22903 (overnight delivery) or P.O. Box 400892, Charlottesville, VA 22904-4892 (U.S. Mail).

If to the D/B: The person signing the D/B's Proposal in response to the University's RFP, at the D/B's address indicated in its Proposal, or to the D/B’s PM at the Project site.

Either party may designate in writing, a change in person or address for receipt of written notices within this State, subject to the other party's approval of the change.

**No amendments resulting from this RFP shall be effective unless reduced to writing.** Oral and other interpretations of clarifications will be without legal effect.

**C.12.** **COMMUNICATIONS**

**C.12.1. Informal Communications**

Informal communications regarding this procurement shall cease from the date of issuance of this RFP until a binding contractual agreement exists with the selected D/B and the University has so notified all other D/B's or when the University rejects all Proposals. Informal communications shall include but not be limited to:

* Requests from the Firms to any department(s) at the University, with the exception of Facilities Management, for information, comments, etc.

If a Firm continues to attempt to contact other departments, it may be grounds for disqualification of that Firm.

**C.12.2.** **Formal Communications**

From the date of issuance of this RFP until a binding contractual agreement exists with the selected D/B and the University has so notified all other Firms, or when the University rejects all Proposals, all communications between the University and the Firms will be formal, or as provided for in this RFP, or as requested by Facilities Management. Formal communications shall include but not be limited to:

* Requests for information or clarifications directed to the University’s Project Manager
* Oral presentations
* Site visits
* Notifications under Section D, Evaluation and Award

**C.12.3.** Any failure by a Firm to adhere to the provisions set forth in C.12.1. and C.12.2. above will result in the rejection of that D/B's Proposal.

**SECTION D -- EVALUATION AND AWARD CRITERIA**

**D.1.** **EVALUATION OF PROPOSALS**

**D.1.1.** **General**

Upon receipt of the Chief Facilities Officer’s (CFO) approval required by the HECOM, Section 11.3, the University will make award to the responsible D/B whose Proposal conforms to this RFP and is most advantageous to the University, based on the technical and price criteria listed below. To determine the successful D/B Proposal, the total of the Technical and Price Proposal Scores will be added to arrive at a total score for each Proposal. The Technical Score will be weighed as 75% of the Total Score, and the Price Proposal Score will also be weighed as 25% of the Total Score. Thus, the Total Score will be calculated as Total Score = (Technical Score\*0.75) + (Price Proposal Score\*0.25). The University will notify applicants of the results of the D/B selection process as it progresses and when the University intends to award the Contract.

**D.1.2.** **Evaluation of Proposals**

The University will evaluate Proposals and select a D/B whose Proposal, conforming to the RFP, will be most advantageous to the University, price and other factors considered. All firms will be evaluated equally on the basis of the following evaluation factors:

A. The Technical Proposal evaluation shall consist of the following factors:

1. Design Team Experience and Qualifications 15%

2. Construction Team Experience and Qualifications 40%

3. Management Plan and Project Schedule 25%

4. Value Management Options 10%

5. SWaM Participation 10%

The highest technical Proposal will be assigned a score of 100. Other scores will be arrived at by the following formula:

Score of Proposal being evaluated x 100 = Technical Score

Highest technical score evaluated

The University may request the D/B to clarify portions of its Technical Proposal during the evaluation process.

1. Price Proposal Evaluation Criteria:
   1. Price Proposals for the Technical Proposals that meet the above criteria will be opened.
   2. As Proposals become equal in technical merit, the evaluated price becomes more important.
   3. The lowest Total Base Price Proposal will be assigned a score of 100. Other scores will be arrived at by the following formula:

Lowest Total Base Price Proposal amount x 100 = Price Score

Total Base Price of Proposal being evaluated

C. To determine the successful D/B Proposal, the total of the technical and price scores will be added to arrive at a total score for each Proposal. The technical and price scores will each be weighed in accordance with Section D.1.1.

**D.2.** **AWARD OF CONTRACT**

**D.2.1.** **Tentative** **Procurement Schedule**

* Issue Request For Proposals 11/22/2011
* Pre-Proposal Conference Questions Due 12/06/2011
* Pre-Proposal Conference & Site Visit 12/08/2011
* **Proposals due to the University** 1/04/2012
* Oral Presentations and Interviews 1/12/2012
* Negotiation January 2012
* Notification of Intent to Award 1/20/2012
* Notice to Proceed Early February 2012

**D.2.2.** **Negotiations**

The University will select one or more D/B's that it deems to be fully qualified and best suited among those submitting Proposals based on the evaluation criteria included in this RFP, including price. The University may then conduct negotiations with the D/B(s) so selected. The University shall consider price, but it will not be the sole determining factor in the selection. After the University conducts negotiations with each D/B so selected, the University shall select the D/B that, in its opinion, has made the best Proposal, and shall issue a Notice of Intent to Award. The University may cancel this RFP or reject Proposals at any time before the award, and is not required to furnish a statement of the reason the University did not deem a particular Proposal the most advantageous (University Procurement Rules, Attachment 1, Section 49.D). Should the University determine in writing and in its sole discretion that only one D/B is fully qualified, or that one D/B is clearly more highly qualified than the others under consideration, the University may negotiate a contract or award a contract without further negotiation and, with the consent of the CFO, award it to that D/B.

The University intends to select a D/B on the basis of Proposals received in response to this Request for Proposal and any other information it obtains from other sources regarding the D/B*.*

**D.2.3.** **Award of Contract**

Contract award is dependent on the Price Proposal being within budget or the University’s ability to negotiate a contract within budget. The University will award the CM Services contract for a firm fixed price to provide design services, procurement services, and construction management services. As explained elsewhere in this RFP, a construction contract will be issued separately. The D/B construction contract will provide a **firm fixed price to complete all the work for a complete, functional, code compliant facility, incorporating by reference all the requirements, terms, and conditions of this RFP and the D/B's Construction Documents as negotiated.** The HECO-9 DB form of contract will be used. The HECO-9 DB form of contract references Form CO-7DB (Rev. 08/06) General Conditions of the Design-Build Contract and the HECO-7DB Addendum #1 (Rev. 12/18/08.

**D.2.4.** **Notice of Award**

Public notice of the Notice of Award or announcement of the decision to award will be posted on the public information board at the University’s FP&C Office of Contract Administration at 1000 Ednam Center, Suite 100, Charlottesville, VA 22903.

**SECTION E – CONTRACT PROVISIONS**

# E.1. CODES, STANDARDS, REGULATIONS, REVIEWS AND PERMITS

1. Codes, standards and regulations known to apply to this Project are:

1) Virginia Uniform Statewide Building Code, 2006 edition with supplements. In addition, the Project must comply with all other applicable codes and regulations per the General Conditions, Section 3

2) University, Facilities Management, “Facilities Design Guidelines” current edition as posted at <http://www.fm.virginia.edu/docs/fpc/DesignGuidelines.htm>

3) Virginia Soil and Water Conservation Commission, “Erosion and Sediment Control Handbook”, and “Virginia Stormwater Management Regulations and Act”, current editions

4) University “Higher Education Capital Outlay Manual”, Chapter VII, Section 7A.2 Design Standards for Providing the Disabled with Accessibility (State Owned Facilities) and Chapter VII, Section 7A Build­ing Codes dated December 1996, including revisions 1, 2, 3 and 4. Other specific sections are referenced throughout this Request for Proposal

5) Virginia Statewide Fire Prevention Code

6) General Conditions of the Design-Build Contract

7) Virginia Soil and Water Conservation Commission, current edition

2. Compliance with codes, statutes, regulations, state agency requirements and University requirements shall be the responsibility of the D/B. Regulatory agencies listed below will review and comment, at the University’s request, to assist in verify­ing compliance with applicable codes, statutes and policies:

1) State Fire Marshal

2) Virginia Soil and Water Conservation Commission

3) Department of Conservation and Recreation

4) Virginia Air Pollution Control Board

5) The University Building Official (UBO) Review Unit

6) State of Virginia Art and Architectural Review Board

3. Permits shall be furnished and paid for by the D/B; except local building permits, if required, will be furnished and paid for by the University.

**E.2. CONTRACT DRAWINGS, SPECIFICATIONS, & RECORD DRAWINGS**

1. After the D/B Firm has been selected and a contract is signed, the selected D/B will submit, within 14 calendar days after signing, an electronic set and one original copy of Schematic Design Drawings based upon the Basis of Design Narrative and other materials provided in the Attachments to this RFP.

2. Each design submission shall be subject to review by appropriate reviewing agencies, and any changes required by these reviews shall be incorporated into the drawings. Working in this manner with the University’s project team and reviewing agencies, the D/B’s A/E will develop the design to 100% completion, and will seek competitive pricing for the various trades required. The D/B will then provide the University with a price to execute the project, which will be subject to negotiation. Upon completion of negotiations, the University will issue a contract to the D/B, based upon the approved Construction Documents.

All Construction Docu­ments shall be sealed and signed, in accordance with HECOM, by Virginia licensed design professionals. Each review submission will consist of an electronic set and one original copy.

3. One electronic set of construction documents will be required by the University for administration of the contract. Two signed and sealed sets shall be required for all permits.

4. Record documents will be prepared in accordance with the University Facilities Design Guidelines, Bridging Documents Specifications, General Conditions, Supplemental General Conditions, and any Special Conditions.

**E.3. CHANGE ORDER PROCEDURES**

Any change orders requested or required by the University shall be estimated by the D/B. Review for code compliance and coordination of the work shall be performed by the D/B team. The D/B shall submit to the University the Change Order forms referenced in Attachment F.4.

**ATTACHMENT F.1**

**TECHNICAL PROPOSAL FORMAT**

**SECTION I**

**Design-Build Team Form**

University of Virginia, FM Landscape Shop

**RFP # 11-111**

**Project Code: 207-B1185-000**

##### 

Listed here on is at least one currently licensed individual/entity for each profession noted on this form and thereby comprises the proposed D/B team for the FM Landscape Shop. We hereby certify that we are the responsible individuals, having control of the professional services rendered by the entity named on this application, and that the entities shall comply with Chapter 3 of Title 54, Code of Virginia, and all applicable rules and regulations of the Department of Commerce.

Name of the Firm – D/B Team:

D/B Team Form: Partnership Contractor/Subcontractor Other

**Profession Legal Firm Name/Address Classification\* VA Certificate # & Signature**

Contractor

Architect

Civil Engineer

Structural Engineer

Mechanical Engineer

Electrical Engineer

Landscape Architect

Land Surveying

All design work done as part of this Project must be done by design professionals registered in the Commonwealth of Virginia, or, in those cases where design work is done by a manufacturer, prefabricator, or other party not a member of the D/B team, all such design work must be reviewed and approved in writing by a registered design professional and sealed with his seal. All persons or entities designing any portion of the Work under this Project shall be jointly and severally liable with the Contractor to the University for any such Design Work.

\* Classification: Corporation, Partnership, Sole Proprietor, or Other

*In addition to this form provide one (1) valid copy of the following:*

*1. Professional Registration with the Commonwealth of Virginia*

*2. Professional Liability Insurance Policy. (Insurance requirements are shown in Section 11 (e) of the General Conditions, Attachment F.4)*

**SECTION II – DESIGN-BUILD TEAM ORGANIZATION**

Provide an organizational chart showing all direct and indirect personnel including the University, showing lines of authority, responsibility, and communication. Identify any key Subconsultants and Subcontractors your team will employ to carry out its functions as D/B.

**SECTION III - DESIGN TEAM EXPERIENCE AND QUALIFICATIONS**

1. **FIRM CONTACT INFORMATION**

For each team member firm/organization provide the following:

* 1. Role in the D/B Team (i.e. Architect, Structural Engineer, etc.)
  2. Firm’s legal name
  3. Current address, telephone, and fax numbers
  4. Principle office address, telephone, and fax numbers if different from above
  5. Current President, Chief Executive Officer, or Managing Partner’s contact information and length of time in current position
  6. Date authorized to transact business in Virginia
  7. Name, title, and contact information including email for the authorized point of contact concerning this Proposal
  8. Professional VA license number

9. Provide a completed and current copy of Architectural/Engineering Firm Data Form, AE-1 to AE-6. (BCOM Form DGS-30-004)

1. **SIMILAR EXPERIENCE**
   1. Identify projects of similar nature, scope, and duration performed by the proposed personnel during the past five years. State for each project (please limit this to three projects) the following minimum information:

a. Project Name and location/address:

b. Final or current Contract Amount:

c. Size of Project (square footage, stories, number of beds):

d. Contract Type (i.e. design-build, bid-build, competitive negotiation):

e. Date complete:

f. Project description narrative explaining how it is similar to this Project:

1. State whether the project was completed on time and on budget and if not explain:
2. Any unique accomplishments and/or any performance ratings or letters of commendation from the owner:

2. References: List name, title, address, and phone number of the contact person your proposed personnel directly dealt with on the referenced projects for the following:

a. Owner:

1. Contractor(s):
2. Prime Consultant (if applicable):
3. Firm personnel and role that are also proposed on this Project

a. Describe any major contributions the proposed personnel made concerning the referenced project that would be described as superior performance:

**C.** **KEY PERSONNEL**

The quality of the proposed personnel will be a major factor in awarding the Contract. It is critical that the proposed personnel be of the highest caliber and have experience as similar to this type of work as possible. The following information requested is a minimum requirement. The information provided should be such that it conveys the relevant expertise, experience and qualifications concerning overall categories such as: Design experience with similar building types, Design-Build experience with similar projects, Planning and Project Control, Value Management and Constructability Analysis, and other relevant categories. Evidence that the proposed personnel have previously worked together as a team should be submitted, if applicable. The importance of your proposed staff cannot be over-emphasized and with that in mind please provide the following information on each of the proposed key personnel:

1. Name, title, proposed position:

2. Education -- Institution(s) attended, year of graduation, specialty/degree earned:

3. Licenses -- list current licenses by type and state:

4. State how many years each proposed staff member has been employed by:

a. Your organization:

b. Your organization in the position proposed:

c. Previous organizations in the position proposed:

5. Identify projects of similar nature, scope, and duration performed by the proposed personnel during the past five years in the **same position as being proposed.**

a. Describe any major contributions the proposed personnel made concerning the referenced project that would be described as superior performance:

**SECTION IV - CONSTRUCTION TEAM EXPERIENCE AND QUALIFICATIONS**

1. **FIRM CONTACT INFORMATION**

For each team member firm/organization provide the following:

* 1. Firm’s legal name
  2. Current address, telephone, and fax numbers
  3. Principle office address, telephone, and fax numbers if different from above
  4. Current President, Chief Executive Officer, or Managing Partner’s contact information and length of time in current position
  5. Date authorized to transact business in Virginia
  6. How many years has your organization performed under design-build contracts?
  7. Name, title, and contact information including email for the authorized point of contact concerning this Proposal
  8. Provide a completed and current copy of Contractor’s [Statement of Qualifications (SOQ)](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=213) - *CO-16/DGS-30-168.*

1. **ORGANIZATION EXPERIENCE**

1. State the annual value of construction projects performed by your organization during the past five years.

GC Bid CM Contracts D/B Contracts

2007

2008

2009

2010

2011

2. State value of construction currently under contract:

3. State value of construction currently bid and outstanding:

4. Identify projects of similar scope, complexity, and duration performed by the proposed personnel during the past five years. State for each project (please limit this to three projects) the following minimum information:

1. Project Name and location/address:

b. Final or current Contract Amount:

c. Size of Project (square footage, stories, number of beds):

d. Contract Type (i.e. design-build, bid-build, competitive negotiation):

e. Date complete:

f. Project description narrative explaining how it is similar to this Project:

g. Time and costs performance (final vs. original contract). State whether the project was completed on time and on budget and if not explain:

h. Any unique accomplishments and/or any performance ratings or letters of commendation from the owner:

i. SWaM Participation:

j. References: List name, title, address, and phone number of the contact person your proposed personnel directly dealt with on the referenced projects for the following:

1. Owner:
2. Architect/Engineer:
3. Prime Contractors or Major Subcontractors (list at least three):
4. Firm personnel and role that are also proposed on this Project:

1) Describe any major contributions the proposed personnel made concerning the referenced project that would be described as superior performance:

**C. KEY PERSONNEL**

The quality of the proposed personnel will be a major factor in awarding the Contract. It is critical that the proposed personnel be of the highest caliber and have experience as similar to this type of work as possible. The following information requested is a minimum requirement. The information provided should be such that it conveys the relevant expertise, experience and qualifications concerning overall categories such as: Professional Construction Management, General Contracting, Planning and Project Control, Value Management, and Constructability Analysis, Procurement, Scheduling and Estimating Methods, Accounting or Cost Analysis, Specialized Experience and Knowledge, and other relevant categories. Evidence that the proposed personnel have previously worked together as a team should be submitted, if applicable. The importance of your proposed staff cannot be over-emphasized and with that in mind please provide the following information on each of the proposed personnel, major Subcontractors, and Consultants:

1. Name, title, proposed position:

2. Education -- Institution(s) attended, year of graduation, specialty/degree earned:

3. Licenses -- list current licenses by type and state:

4. State how many years each proposed staff member has been employed by:

a. Your organization:

b. Your organization in the position proposed:

c. Previous organizations in the position proposed:

5. Identify projects of similar nature, scope, and duration performed by the proposed personnel during the past five years in the **same position as being proposed.**

a. Describe any major contributions the proposed personnel made concerning the referenced project that would be described as superior performance:

**D. BONDING**

The Firm's bonding company must be listed in the Federal Register circular 570 published by the U.S. Department of Treasury and should have at least an "A" rating as established by the A.M. Best Company.

1. Firm's current bonding capacity for this type of work with an eligible surety company:
2. Firm's surety company and the current line of bonding credit that company has extended to the Firm:
3. Name, address, and telephone numbers of the Firm's current surety agent or underwriting contact:
4. Have Performance or Payment Bond claims ever been made to a surety for this Firm on any project by an owner, subcontractor, or other claimant? If yes, please describe the claim, provide the name, address, and telephone number of the company and person making the claim, and state the resolution of the claim:
5. Has any company refused to bond the Firm on any project in the last 5 years? If yes, provide the name and address of the surety company and specify the reasons given for the refusal:

**E. LEGAL PROCEEDINGS; CLAIMS**

If the answer to any of the following questions below is yes, please provide or attach details and reference to which item it is in response.

1. Identify any lawsuits, administrative orders, hearings, or proceedings initiated by the Environmental Protection Agency, National Labor Relations Board, Occupational Safety and Health Administration, or the Internal Revenue Service, or similar state or local government agencies, in the last five years, concerning any labor practices, project environmental, health or safety practices, or tax liability, respectively, of the D/B. Identify the nature of the proceeding and its ultimate resolution.

2. Have any criminal charges or proceedings or investigations been brought against the D/B or any officer, Director, principal, or management personnel in the last five years, excluding minor traffic violations? If yes, please provide a complete and detailed report.

**F. REFERENCES**

Provide the company name, address, telephone, and fax numbers, contact person, title, and years of relationship for each reference.

1. Major Trade References: provide a minimum of six, preferably from Virginia.

2. Bank References:

**G. FINANCIAL**

1. Provide a copy of a Dun & Bradstreet Inc., B.I.R. (Business Information Report) with this Proposal. A copy may be obtained, free of charge, Directly from Dun & Bradstreet by calling 800-333-0505. If your organization is not currently listed, call the same telephone number and provide the necessary information and a report will be prepared, free of charge in approximately 10 days. The University reserves the right to independently obtain additional or similar reports when deemed necessary.

* 1. Provide a copy of D/B's annual report.

**SECTION V – JOINT TEAM EXPERIENCE**

Describe your D/B team’s experience working together on other projects with emphasis on similar design-build projects with the same key personnel.

**SECTION VI - SWaM PARTICIPATION**

Describe your Small, Woman-owned, and Minority-owned (SWaM) business participation plan for this Project and submit additional SWaM participation information as required to complete Form DGS-30-360 (See referenced documents.) Firms may include language in their formal response to the RFP noting further information updates/clarifications will be provided as appropriate at the interview. This should give firms time to provide the most accurate responses to the SWaM component of the evaluation.

**SECTION VII - MANAGEMENT PLAN AND SCHEDULE**

This section deals with the overall management strategy, proposed design and schedule for this Project. It shall cover all aspects and periods of the Project. It should include, but not be limited to, overall operational concept, identification of problem areas considered most critical and the Firm's strategy for resolution of each potential problem, organizational plan and how the Firm's plan facilitates the accomplishment of the University's requirements, and the organizational chart showing all individuals with direct or indirect involvement.

The minimum requirements for submittal on this Proposal category will be met when:

* The Firm demonstrates its understanding of the requirements by succinctly expressing the concept of the entire operation clearly showing a grasp of the range and complexity of the work, including, but not limited to, the services to be rendered, key issues and goals, need for scheduling/tracking/reporting, and the role of customer service.
* The Firm demonstrates recognition of the major problem areas and has solutions in mind such as: development of scheduling and reporting systems, development of procedures for responding to complaints, and methods of managing the Subcontractor(s).
* The Firm presents an organizational strategy that is capable of carrying out all design-build functions effectively. The elements of the plan should reveal the D/B's understanding of the relative importance of each component.

1. **DESIGN**

The D/B firm must demonstrate an understanding of the intent of the Pre-planning documents and the steps that will be required to produce 100% Construction Documents.

**B. SCHEDULE**

1. Provide a CPM Schedule (minimum of 50 activities) reflecting key design milestones; design and review activities; University decision/action; Subcontractor and Supplier commitments for manufacture, testing, installation, and startup; and appropriate contingency for weather/other delays.

2. Include a description of the method used to develop and maintain the schedule, including the name of scheduling Consultants, if any.

3. Provide submittal schedule for long lead items, and describe the job site scheduling system to be used on this job and list the most recent project where used.

4. The schedule must demonstrate how Substantial Completion will be achieved by no later than September 2012. Occupancy shall be required within thirty (30) days after Substantial Completion with a permanent Certificate of Use and Occupancy.

**C. JOB PLAN**

1. Provide a written description of the planned construction with methods, means and processes for accomplishing the major segments of the work. Clearly show that all segments of the work can be completed within the above CPM schedule.
2. Construction Staging Plan: Clearly describe material and equipment staging and access; fence lines; lay down space; security; parking; trailers; porta-potties; location of cranes; dust, mud control, stormwater management and overall site aesthetics; and plans to eliminate conflicts with existing operations. Provide a construction staging plan at no smaller than 1:30 scale.
3. Sample and/or proposed documents/forms to be used on this Project as they relate to services identified in RFP and or those services your organization proposes to provide. These documents should help convey the control systems and the level of detail in the documentation you are proposing to provide. Provide a proposed index for Project record keeping system.
4. Identify any major areas of potential problems/challenges and possible solutions or proposed plan of action to mitigate them.
5. Proposed phasing of design and construction to maximize market resources, controlling disruption to existing operations, improving construction quality and reducing costs.
6. Explain methods for controlling costs and maintaining the schedule, avoiding or minimizing material, labor, or equipment shortages, labor problems, and other potential delays.
7. Explain your organization's philosophy, methods, and attitudes regarding anticipating, discovering, communicating, prioritizing, mitigating, and dealing with problems. Give some specific examples, forms, etc.
8. Discuss local construction market conditions including labor and construction material procurement/scheduling and its impact on this Project.
9. Discuss quality control procedures (D/B’s inspection and internal approval process) to be applied to this Project and list most recent project where these procedures were used. Describe the quality control organization reflecting authority and responsibility for key personnel.
10. Provide information / plan / schedule for items for procurement directly by the University. Provide information on how your organization may be of any special assistance / benefit in procurement activities.
11. Address issues that may be of concern such as security, safety, deliveries, cleanliness, and visitors, etc.
12. Provide information regarding inspections, testing, etc. The University will provide a third party inspector to perform material inspections and Special Inspections. The Engineer of Record of the D/B shall certify that Special Inspections have been completed and that all recorded deficiencies have been corrected.
13. Address the aspects of dispute resolution, D/B claims, interpretation of construction documents, weather delays, change orders/Proposals, requests for information, submittals, and any other factors which your organization deems are important as part of this evaluation process.
14. Address the issues of Value Management and Constructability Reviews for this Project.
15. Provide details for web based management, scheduling, and communications. Submit methods and procedures and address issues of security.

**D. KEY PERSONNEL**

1. Present a succession plan for replacement of key personnel shown in the organizational chart in Section II.

2. List proposed Consultants and Subcontractors (not shown in the organization chart) your organization will employ to carry out its functions as D/B.

**SECTION VIII - VALUE MANAGEMENT OPTIONS (VM)**

The University is interested in Options that may be employed on this Project that will bring added value to the Project. These Options could potentially add cost to the Project, reduce cost, or have no cost implications. VM Options that enhance or clarify or constitute better construction practices are encouraged. All Options presented by the Firm are to demonstrate value to the University in cost, maintenance, energy conservation, schedule/time, and/or quality.

Firms may include language in their formal response to the RFP noting further information updates/clarifications will be provided as appropriate at the interview. This should give firms time to provide the most accurate and complete responses to the VM component of the evaluation.

By submitting and signing this RFP, the undersigned certifies that this firm/entity is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, that this firm/entity is not a part of any firm or entity that is currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, that the firm name given below is the true and complete name of the firm/entity, and that the firm/entity is registered or licensed by the Commonwealth of Virginia, and authorized to transact business in the Commonwealth of Virginia and perform all work included in the scope of this RFP. In addition, the undersigned certifies that the firm/entity for which he is signing has thoroughly reviewed all aspects of this RFP, and that all information, data, and representations made by the undersigned and the firm/entity for whom he signs are true, are complete and accurate, and that the entity for which he signs will, upon award of the contract, execute and complete a contract with the University on the terms set forth herein, unless changed and agreed to in writing by the University.

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature) (typed name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Partnership (Names of Partners):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Corporation (List State of Incorporation and date authorized to transact business in Virginia):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Corporate Seal)

FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

2010 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a \_\_\_\_\_\_\_\_\_\_\_\_

[Name/Title of signer] [Name of entity acknowledging] [State]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

[Corp/Partnership/Etc.] [Name of entity]

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**ATTACHMENT F.2**

*(to be copied onto your business letterhead)*

**REFERENCE CONTACT AUTHORIZATION FORM**

The undersigned hereby authorizes the University to obtain, and the recipient of this form to release, any information regarding our firm in relation to business and services we conducted with your organization.

Dated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2011

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County/City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being duly sworn deposes and says that this signature is authorization for the above statement.

Subscribed and sworn before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 2011

Notary Public: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT F.3**

**PRICE PROPOSAL FORMAT**

Provide the following Price Proposal Form in a separate envelope from the Technical Proposal. Provide only one copy of the Price Proposal Form. The University reserves the right to inspect any Firm's audited financial statements or other financial information that may be acceptable to the University prior to making an award to that Firm.

**Note: The University anticipates negotiating with the selected D/B prior to finalizing a construction contract.**

**Facilities Management New Landscape Shed**

**PRICE PROPOSAL FORM**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project: University of Virginia

FM Landscape Shop

Project Code # 207-B1185-000

To: Ms. Patricia Clifton, VCO, C.P.M., VCCO

Manager, Office of Contract Administration

Facilities Planning and Construction

P.O. Box 400892

Charlottesville, VA 22904-4892 (U.S. Mail)

1000 Ednam Center, Suite 100

Charlottesville, VA 22903 (Overnight Delivery)

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*Name of D/B*)

In compliance with and subject to your RFP and the documents therein specified, all of which are incorporated herein by reference, the undersigned Design/Build Contractor Team (D/B) proposes to complete the design and construction for this Project, in accordance with the RFP dated November 22, 2011, including Amendments noted below, as prepared by the University for the consideration of the following amounts:

**The total ultimate combined contract pricing will be determined based on the following with no additional markup or contingency:**

**Contract #1 – D/B Services: Lump sum pricing provided below in this proposal; and**

**Contract #2 – D/B Construction Phase Fixed Price (finalized after future receipt of Subcontractor bids/proposals) including:**

1. **Direct Subcontractor bid/proposal fixed costs as solicited and recommended by the D/B for University approval; and**
2. **Direct General Conditions bid/proposal costs as solicited and recommended by the D/B for University approval (excluding Field Office Staff General Conditions in Part C3 below).**

**BASIC SERVICES PRICE:**

**Lump sum pricing for D/B Basic Services in accordance with RFP section A.7. This includes all construction phase services costs except for direct construction costs.**

**Part A.**

Lump sum price for Basic **Design Phase Services** and **Standard D/B Services** for this phase**.**

**Part A = \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_).

**Part B.**

Lump sum price for Basic **Procurement Phase Services** and **Standard D/B Services** for this phase.

**Part B = \_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_).

**Part C.**

Lump sum price for Basic **Construction Phase Services** and **Standard D/B Services** for this phase adjusted in accordance with the referenced D/B contract documents, excluding direct construction costs.

**Home office overhead and total profit** for this phase.

**Part C1** =\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_).

**Field office staff costs** for this phase.

**Part C2** =\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_\_).

**Field office staff General Conditions.**

**Part C3** =\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_\_).

**Other General Contractor fixed price risks - D/B Contingency**.

This line item **shall** include:

a. all miscellaneous costs associated with the construction AND which have not already been set-out above;

b. provisions for costs associated with total project D/B construction bonding, and D/B insurance, including but not limited to General Liability and Builders Risk (see General Conditions of the Construction Contract), based on the Estimated Construction Cost of **$500,000.** The bonding and insurance costs will be adjusted, upward or downward, based on the actual construction cost; and

c. provisions for gaps in Subcontractor pricing, expediting Subcontractors to meet schedules, a Subcontractor that goes bankrupt, replacing a non-performing Subcontractor, and all other General Contractor fixed price risks.

This line item **shall not** include costs associated with:

a. Basic Services Price (Parts A through C3 above);

b. direct Subcontractor pricing (including Subcontractor bonding and Subcontractor insurance);

c. items to be included in negotiated proposal(s) for direct costs of General Conditions Items. The direct costs of General Conditions Items not included in Part C3 above shall be treated as separate Subcontracts;

d. typical unit priced items like rock and unsuitable soils that will be identified and for which unit prices will be provided by the Subcontractor(s); and

e. unforeseen site conditions.

**Part C4** =\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_\_).

**Total of Parts C1 + C2 + C3** **+ C4 = Part C** =

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_\_).

**TOTAL BASIC SERVICES PRICE AMOUNT / BASIS OF EVALUATION FOR FACILITIES MANAGEMENT FM LANDSCAPE SHOP (Parts A + B + C) =**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_\_\_\_\_\_).

The lump sum prices offered above are for D/B services performed under the specific Project phases shown. The lump sum prices shall include all supervision, labor salaries, benefits, bonuses, home office and field overhead, office support and management, including materials, equipment, mobilization and relocation costs, supplies, and profit, for successful performance of all specified services and work, including the services and work performed by the D/B's core staff, the D/B's other employees, and the D/B's consultants and Subcontractors. D/B's lump sum prices are to include all services for the completion of the project, and shall remain in effect during the entire performance period.

The proposer has relied upon the following public historical climatological records: Virginia State Climatological Office, Charlottesville, VA., for Charlottesville, VA.

Acknowledgment is made of receipt of the following Amendments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If notice of acceptance of this proposal is given to the undersigned within sixty (60) days or any time before this proposal is withdrawn, the undersigned will execute and deliver a Contract in the prescribed form with all required attachments, within ten (10) days after the Contract has been presented to him for signature. The required Payment and Performance Bonds and Builders Risk Insurance associated with any signed Construction Contracts shall be delivered to the University at the time of execution.

Immigration Reform and Control Act of 1986: The undersigned certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This form, its completion by the D/B, and its use by the University shall not give rise to any liability on the part of the University to the D/B or any third party or person.

Either the undersigned or one of the following individuals, if any, is authorized to modify this proposal prior to the deadline by writing the modification and signing his name.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By submitting and signing this RFP, the undersigned certifies that this firm/entity is not currently barred from bidding/proposing on contracts by any Agency of the Commonwealth of Virginia, that this firm/entity is not a part of any firm or entity that is currently barred from bidding/proposing on contracts by any Agency of the Commonwealth of Virginia, that the firm name given below is the true and complete name of the firm/entity, and that the firm/entity is registered or licensed by the Commonwealth of Virginia, and authorized to transact business in the Commonwealth of Virginia and perform all work included in the scope of this RFP. In addition, the undersigned certifies that the firm/entity for which he is signing has thoroughly reviewed all aspects of this RFP, and that all information, data, and representations made by the undersigned and the firm/entity for whom he signs are true, are complete and accurate, and that the entity for which he signs will, upon award of the contract, execute and complete a contract with the University on the terms set forth herein, unless changed and agreed to in writing by the University.

Name of D/B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(typed name) (signature)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Partnership (Names of Partners): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Corporation (List State of Incorporation and date authorized to transact business in Virginia): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT F.4**

**REFERENCED / LINKED DOCUMENTS**

[**Statement of Qualifications Form**](http://www.virginia.edu/architectoffice/pdf/soqform.pdf) - *for the Office of the Architect for the University*

[**DGS-30-360 - Proposal Form - SWaM**](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=271) - *for A/E & Contractor Proposals*

1. Definitions
2. Data on Firm Submitting Proposal
3. Listing of Past Utilization of Disadvantaged Businesses by Firm
4. Listing of Disadvantaged Businesses Proposed for this Project

[**HECO-7DB - General Conditions of the Design-Build Contract – Addendum #1**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-7db.docx)

[**CO-7DB - General Conditions of the Design-Build Contract**](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=178)

[**DGS-30-377 - Supplemental General Conditions - SWaM**](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=278) *- required for all projects*

[HECO-9DB - Contract Between University & Design Build Contractor](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-9DB.docx)

[CO-9a - Workers Compensation Certificate of Insurance](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=187)

[**HECO-10 - Standard Performance Bond**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-10.docx)

[**HECO-10.1 - Standard Labor & Material Payment Bond**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-10.1.docx)

[**CO-10.2 - Standard Bid Bond**](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=191)

[**HECO-11 - Contract Change Order and HECO-11a - Change Order Justification**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/UVAHECO-11and11a.xls)

[**HECO-GC-1 - Change Order Estimate (General Contractors)**](http://www.fm.virginia.edu/docs/heco/hecoforms/HECO-GC-1.xls)

[**HECO-SC-1 - Change Order Estimate (Subcontractors)**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-SC-1.xls)

[**HECO-SS-1 - Change Order Estimate (Sub-Subcontractors)**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-SS-1.xls)

[**HECO-12 - Schedule of Values & Certificate for Payment**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/UVAHECO-12.xls)

[**CO-13 - Affidavit of Payment of Claims**](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=196) *- required for final Contractor payment*

[**HECO-13.1b - Final Report of Structural and Special Inspections**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-13.1b.docx)

[**HECO-13.2 - Certificate of Completion by Contractor**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-13.2.docx)- *required for final Contractor payment*

[**HECO-13.2a - Certification of Partial or Substantial Completion by Contractor**](http://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-13.2a.doc)

[**Division 1 Template**](http://fac.mgmt.virginia.edu/directives/Dir542C-Draft.doc) - *edited by D/B*

**ATTACHMENT F.5**

**MANDATORY CONTRACTUAL PROVISIONS**

**F.5.1. SWaM Firm Utilization.** It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of SWaM firms as further defined in the Supplemental General Conditions, DGS-30-377, and to encourage their participation through partnerships, joint ventures, subcontracts, and other contractual opportunities.

The University has a SWaM firm overall participation aspirational goal of 40% for procurement opportunities. Where it is practicable for any portion of the awarded contracts to be subcontracted to other firms, the University encourages the use of SWaM firms. Names of SWaM firms currently registered with and certified by the Virginia Department of Minority Business Enterprises (DMBE) and desiring to work at the University may be obtained from the Office of Supplier Diversity at the University.

If the total amount of a contract with the University exceeds $100,000, the D/B / Subcontractor shall complete and submit quarterly reports, on forms provided by the contracting office in accordance with the University’s SWaM plan, to document Subcontractor and Supplier expenditures to SWaM firms in connection with the Project.

**F.5.2.** **eVA Business-to-Government Vendor Registration.** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All firms must register in eVA; failure to register will result in the bid/Proposal being rejected.

1. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

**F.5.3.** **eVA Business-to-Government Contracts and Orders.**  It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

1. the Vendor Transaction Fee is:
   1. DMBE-certified Small Businesses: 1%, Capped at $500 per order.
   2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA Transaction Fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

**F.5.4. Electronic Invoice Payments.** The University requires the D/B, if selected and accepting an award as a result of this RFP, to enroll in Bank of America’s **PayMode®** method for receipt of electronic invoice payments.

Complete information on the **PayMode®**method of electronic payment can be found on the University’s Procurement website at: <http://www.procurement.virginia.edu/pagepaymentmethods>

This method is a direct deposit into the firm’s bank account. There is no charge to the firm to receive a payment in this manner. Enrollment is simple and takes less than ten minutes at the following Bank of America website: <http://bankofamerica.com/paymode/universityofvirginia/>.

**F.5.5. Packaging and Marking.**

**a.** **Protection and Care.** The D/B is responsible for properly delivering and protecting (and replacing if not properly delivered or protected) all sketches, reports, and other submissions transmitted to the University or the A/E from the D/B.

**b.** **Payment of Postage and Fees.** All costs incurred by the D/B for postage, courier, and other delivery and handling fees required for performance of the Contract shall be paid by the D/B.

**c. Marking.** All information submitted to the Chief Facilities Officer or the Project Manager shall clearly indicate the University of Virginia, FM Landscape Shop, for which the information is being submitted. All RFP correspondence shall also clearly indicate RFP # 11-111.

**ATTACHMENT F.6**

**SPECIAL CONDITIONS**

**F.6.1. Site Access**

1. Access to the site shall be via public roadways.

2. All D/B vehicles and D/B employee vehicles shall be within the construction fence at all times. Any additionally required parking shall be provided by the D/B off-site through appropriate avenues, consistent with University policies. Parking permits for on-grounds permit only lots may be purchased by the D/B from the UVA Parking and Transportation Office, 1101 Millmont Street, Charlottesville, VA 22903, 434-924-7231. On street or visitor parking may not be used by construction personnel.

3. Do not close or obstruct streets, driveways, or walks that are to remain open for public use. Material or debris shall not be placed or stored on driveways or walks. Conduct operations so as to interfere as little as possible with normal activities.

4. Investigate the conditions of public thoroughfare and roads as to availability, clearances, road limits, restrictions and other limitations affecting transportation to and from site and secure, in advance, such permits as may be necessary.

5. In no case will trespass be allowed into those portions and site where work is not being performed.

6. D/B shall contact Miss Utility for identification for all public utilities and UVA Utilities Division for University owned utilities prior to any excavation.

7. D/B shall obtain a University Excavation Permit. The request for Excavation Permit shall be completed and submitted to Facilities Management, Utilities Distribution Office, as far in advance as possible but at least five (5) working days prior to the planned start of excavation operations. Except for an emergency involving hazard to personal safety, property loss, or interruption of University operations, no excavation will be permitted prior to the issuance of an excavation permit. D/B is responsible for maintaining markings.

**F.6.2. Project Personnel**

1. The D/B shall submit to the University, prior to the Preconstruction Conference, a resume for any proposed staff member who will work on the Project who was not included in the Technical Proposal.

2. The University reserves the right to reject any staff member.

3. The Superintendent shall not be changed during the course of construction unless he/she ceases to be satisfactory to the D/B and is no longer employed by it. The University reserves the right of approval of any changes made in Superintendent Personnel.

**F.6.3. Taxes**

The D/B shall be responsible for payment of all applicable taxes related to the work.

**F.6.4. Site/Civil Permits**

The Project will need to obtain a Virginia Department of Conservation and Recreation (VDCR) Land Disturbance Permit for disturbances greater than 10,000 sf, a VDCR Virginia Storm Water Management Permit (VSMP) for disturbances greater than one acre.

**F6.5 Geotechnical Information**

The University has authorized a geotechnical study, to be conducted in early December. Information will be provided as an addendum to the RFP when available.

**F.6.6. Adjacent Projects**

The D/B shall coordinate construction activities with any adjacent UVA projects and Project phases.

**F.6.7. Asbestos**

As required by EPA’s NESHAPS Regulations, all Regulated Asbestos-Containing Materials (RACM) within the buildings and associated tunnels and/or chases will be removed and disposed of as friable asbestos-containing waste by qualified abatement contractors hired directly by the University. All asbestos-containing floor tile will also be removed, as it is presumed to become RACM during the demolition process. All other Category I Non-Friable building materials, including floor tile mastics, slate panel sealants, exterior walkway joint caulking, door and window caulking, and any roofing materials and/or any exterior below-grade waterproofing materials will not be removed prior to demolition by the D/B.

OSHA’s Construction Industry Standard (29 CFR 1926.1101) considers the demolition of a building containing non-friable materials “Class II asbestos work”, as the demolition is considered “removal of installed ACM”. The demolition contractor is responsible for complying with 29 CFR 1926.1101, as well as all other applicable Federal, State, and Local regulations and/or guidelines. The demolition contractor is required to notify EPA’s Region III ten (10) working days prior to demolition.

**F.6.8. University No Smoking Policy SEC-028**

Smoking is prohibited inside facilities owned or leased by the University. It is also prohibited in any outside area adjacent to a facility whose configuration and/or other physical conditions allow smoke either to enter and affect the internal environment or to unduly affect the environment of those entering or exiting the facility. There shall be no smoking inside this new building as it is constructed.

**F.6.10. Harassment**

Offensive behavior toward any member of the University community will not be tolerated. Any reported incidents of harassment, offensive behavior, or discriminatory conduct will be brought to the D/B’s attention and shall be appropriately addressed to the satisfaction of the University.

**F.6.9. Assignment**

Neither party to those contracts resulting from this RFP shall have the right to assign the contracts in whole or in part without the prior written consent of the other.

**F.6.10. Audit - Open Book**

The D/B hereby agrees to retain all books, records, and other documents for the Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period and at any time during the term of this Contract.

**ATTACHMENT F.7**

**Pre-Planning** **Documents and Additional Information**

These documents are the property of the University and shall only be used for the preparation of the RFP response.

Section A – Basis of Design Narrative

Section B – Drawings

Section C – Programming Report