

# Request for Proposals

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## Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on computer diskette.

<b>PURPOSE OF DOCUMENT:</b>	Provide to Proposers information regarding the Project and the Proposal submittal requirements.			
<b>CROSS-REFERENCE TO FACILITIES MANUAL:</b>	None			
<b>CONTENTS:</b>	Request for Proposals			
<b>FOR USE WITH:</b>	Design Build Contract Documents			
<b>COMPLETED BY:</b>	√	Filling in	√	Adding Text
<b>ITS USE IS:</b>	√	Required		No Data Required
				Optional

**NOTE:** To use the electronic file of this document, you must go to the “Tools” pull down menu in Microsoft Word, select “Options,” select the “View” tab, and then put a check in the box “Hidden text.” Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

### Completion Instructions:

- Notes, suggested text, instructions and other information is formatted using the following methods:
  - Hidden text within brackets. Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts.) When printing this document, the default print property will not print the hidden text.
  - Coded instruction within brackets. {This is an example of the format.} The instructions and shading will disappear when the required information is typed.
  - Suggested text is shaded in gray without brackets (see Modifications and Additions below.)
- Liquidated Damages.** In section 2.4, the sums to be inserted as Liquidated Damages shall be determined individually for each project (see **FM5[II]:5.6**). The sums specified should not be arbitrary sums but should represent estimates of the costs the Facility will incur. After Substantial Completion, the rate of liquidated damages will be reduced to reflect costs to the University that do not continue past Substantial Completion, e.g., the premiums for Builder’s Risk insurance. Relevant factors to be considered in making an estimate of potential damages that would be sustained by the Facility in the event of untimely completion are as follows:
  - For residence halls, parking facilities, and similar projects: the per diem loss of revenue.
  - For classrooms, administrative buildings, laboratories, and similar projects: the per diem cost of comparable facilities that must be rented if the work is not completed on time.

- For cafeterias or a catering contract, laboratory or research facilities, and similar projects: the loss of grants or funding (on a per diem basis), that will be sustained by the Facility because of commitments that depend upon the availability of the facilities affected by the work.
- Per diem cost of interest on the construction financing.
- Any other costs (on a per diem basis) that will be sustained if the work is not completed on time such as increases in payroll costs, utility expenses, moving expenses, storage costs, and similar costs.
- Per diem cost of project administration such as inspection, contract administration, etc.

**Modifications and Additions:**

1. Areas shaded in gray, without brackets, represent suggested text that may be modified by the Facility to meet the needs of the Project. **This is an example of the format.** Ensure that any modified or added text is consistent with the Contract Documents.
2. Areas not highlighted in gray, without brackets, shall not be altered without approval of the Office of the President.
3. **Optional: “Target Contract Amount”** In addition to stating the “Maximum Acceptance Cost”, a Facility may choose to define an OPTIONAL term “Target Contract Amount” which is less than the Maximum Acceptance Cost. In this way, a Proposer who submits a proposal that exceeds the Target Contract Amount (but is less than the Maximum Acceptance Cost) would not be eliminated as non-responsive. This language may be particularly useful when the project is modified design build and the Facility is requesting Design Innovations.

**Comments:**

1. **Liquidated Damages.** Calculations for determining Liquidated Damages (including justifications for increasing or decreasing the amount) must be included in the Project File.
2. **Alternates.** If use of Alternates is desired, please consult with Office of the President.
3. **Discussions.** Paragraph 1.8.28 of the RFP allows the University to enter into discussions with Proposers subject to the following:

“Discussions” are exchanges between the University and Proposers that are undertaken with the intent of allowing the Proposer to revise its proposal.

- (1) Discussions are conducted separately with each Proposer. Discussions may include persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, or technical requirements.
- (2) Discussions are tailored to each proposal, and must be conducted individually with each Proposer.
- (3) The primary objective of discussions is to maximize the University's ability to obtain the best value, based on the requirements and the evaluation factors set forth in the Request for Proposal.
- (4) At a minimum, the individual or group conducting the discussions must indicate to, or discuss with, each Proposer, deficiencies, significant weaknesses, and adverse past performance information to which the Proposer has not yet had an opportunity to respond. The University representative also is encouraged to discuss other aspects of the proposal that could be altered or explained to enhance materially the proposal's potential for award. However, there is no requirement to discuss every area where the

- proposal could be improved. The scope and extent of discussions are a matter of judgment.
- (5) In discussing other aspects of the proposal, the University may, in situations where the request for proposal stated that evaluation credit would be given for technical solutions exceeding any mandatory minimums, discuss with Proposers increased performance beyond any mandatory minimums, and the University may suggest to Proposers that have exceeded any mandatory minimums (in ways that are not integral to the design), that their proposals would be more competitive if the excesses were removed and the proposed price decreased.
  - (6) Discussions will be formally scheduled, including a date, time, and location. Proposers will be informed as to the representatives that are required to attend.

*Limits on exchanges:*

If University elects to conduct discussions, the information contained in the Proposals will not be announced publicly until after conducting discussions. Unless and until the University announces that it will award without discussions information concerning the Proposals, including prices proposed, will not be announced publicly. The University will publicly post results after it has determined the successful proposal.

In addition, University personnel involved in the discussions shall not engage in conduct that:

- (1) Favors one Proposer over another;
- (2) Reveals a Proposer's technical solution, including unique technology, innovative and unique uses of commercial items, or any information that would compromise a Proposer's intellectual property to another Proposer;
- (3) Reveals a Proposer's price without that Proposer's permission. However, the Proposer may be informed that its price is considered by the University to be too high, or too low, and reveal the results of the analysis supporting that conclusion;
- (4) Reveals the names of individuals providing reference information about a Proposer's past performance; or
- (5) Knowingly furnishes source selection information.
- (6) University personnel who participate in the discussions must refrain from contact with the Proposers outside the scheduled discussions.

The University may request or allow proposal revisions to clarify and document understandings reached during discussions. At the conclusion of discussions, each Proposer shall be given an opportunity to submit a final proposal revision. The University is required to establish a common cut-off date for receipt of final proposal revisions. Requests for final proposal revisions shall advise Proposers that the final proposal revisions shall be in writing and that the University intends to make award without obtaining further revisions.

4. **Maximum Acceptance Cost.** In the University's Design Build Contract, Proposers are notified that there is a "Maximum Acceptance Cost". Any price proposal in excess of this amount will be rejected as non-responsive.

The requirement to specify a Maximum Acceptance Cost is based on the [Public Contract Code 10503](#), which states:

"Documents for the solicitation of bids on a design-and-build basis, including: (1) a program setting forth the scope of the project, the size, type, and desired design character of the buildings and the site, (2) a set of performance specifications covering the quality of materials, equipment, and workmanship, (3) a **maximum acceptance cost**, and (4) a method and grading system for evaluating contractor proposals on the basis of a preliminary design, outline specifications, a price, and the financial condition and relevant experience of the contractor and the contractor's architect."

## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

The University of California has completed Prequalification for a qualifications-based competitive selection process for Design Build services relating to the { } Project. This Request for Proposals (RFP) establishes the requirements for Proposal Submission by Prequalified Proposers. Proposals will be accepted only from Prequalified Proposers.

This Request for Proposals will be made available to Prequalified Proposers at the address below on the date shown in the attached Proposal Schedule. Respondents are invited to review the information and to submit their Design Build proposals in accordance with the criteria established.

The University of California  
University's Representative: {NAME}  
{ADDRESS}

The University reserves the right to reject any, or all, submittals or to withhold the award of this project for any reason it may determine.

#### 1.1 Purpose:

The University's primary objective in utilizing the Design Build approach for this project is to bring the best available design and construction experience and expertise together to work with the University as a team, to successfully meet the unique challenges presented by this project.

The University desires to select a cooperative, highly functional Proposer to provide a "design build" project that fully meets the University's established needs of program, budget, on-going operations, design standards and site development guidelines. The Design Build approach is intended to allow designers and contractors to work together to address each of these challenges concurrently, to produce an effective and comprehensive design concept that meets all these needs.

The University requests integrated design concepts that will provide the needed amount of space, with the highest design and construction quality, all within the established Maximum Acceptance Cost.

#### 1.2 Project Overview

{PROJECT DESCRIPTION }

#### 1.3 Proposal Documents

This Request for Proposals includes the following Proposal Documents, as may be modified by addenda, for use by the Prequalified Proposers in the preparation of their proposals. The proposals must comply with the specific requirements herein as well as the provisions contained in the Design Build Contract which is a part of this Request for Proposals. By submitting its proposal, the Prequalified Proposer agrees to all of the terms and conditions

contained therein and further agrees to execute, if selected for award, a contract including such terms and conditions.

Proposers may obtain complete sets of the Proposal Documents from the issuing office designated in the Announcement to Prequalified Proposers for the deposit sum stated therein, if any. If a deposit is required, it will only be refunded if Proposer returns the Proposal Documents in good condition no later than 60 days after the Proposal Deadline. The cost of replacement of missing or damaged documents may be deducted from the deposit. The Proposer to whom the Contract is awarded may retain the Proposal Documents and will be refunded its deposit.

University makes copies of the Proposal Documents available, on the above terms, for the sole purpose of obtaining Proposals for the Work and does not confer a license or grant permission for any other use of the Proposal Documents.

### **1.3.1 Index to Design Build Contract Documents**

### **1.3.2 Proposal Documents**

- .1 Request for Proposal.**
- .2 Price Proposal Form**
- .3 Bid Bond**
- .4 Proposal Evaluation Process**
- .5 Project Directory**
- .6 Preliminary Schedule**
- .7 Expanded List of Subcontractors**
- .8 Notice of Selection as Apparent Best Value Proposal**

### **1.3.3 Design Build Contract Documents**

- .1 Agreement**
- .2 General Conditions**
- .3 Supplementary General Conditions**
- .4 Exhibits (see Index to Design Build Contract Documents)**

**1.4 Submittal of Proposal and required documents**

- 1.4.1** The Price Proposal Form, Proposal Security, and all other documents required to be submitted with the Design Builder's Price Proposal Form shall be enclosed in a sealed opaque envelope. All other documents required to be submitted with Design Builder's Proposal shall be enclosed in a separate sealed package(s), e.g. box, carton, tube, etc. Both the envelope and the package(s) shall be addressed to the office herein and shall be identified with the Project name, Proposer's name and address. If the Proposal is sent by mail, both the envelope and package(s) shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- 1.4.2** Proposals shall be deposited at the designated location on or before the Proposal Deadline. A Proposal received after the Proposal Deadline shall be returned to Proposer unopened.
- 1.4.3** Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.
- 1.4.4** Oral, telephonic, facsimile, or telegraphic Proposals are invalid and shall not be accepted.
- 1.4.5** Prior to the Proposal Deadline, a submitted Proposal may be modified or withdrawn by notice to the Facility receiving Proposals at the location designated for receipt of Proposals. Such notice shall be in writing over the signature of Proposer and in order to be effective, must be received on or before the Proposal Deadline. A modification so made shall be so worded as not to reveal the amount of the original Proposal.
- 1.4.6** A withdrawn Proposal may be resubmitted up to the Proposal Deadline, provided that it then fully complies with the Proposal Requirements.
- 1.4.7** Proposal Security shall be in an amount sufficient for the Proposal as modified or resubmitted.
- 1.4.8** Proposals may not be modified, withdrawn, or canceled within days after the Proposal Deadline.
- 1.4.9** Submittal requirements for this RFP shall include the following:
1. Cover Letter.
  2. Preliminary Design Submittal.
  3. Project Team Organization, including Project Management and Staffing Plan.
  3. Price Proposal Form
  4. Proposal Security
  5. Expanded List of Subcontractors (if applicable)
- 1.4.10** Proposer shall make no stipulations on the Price Proposal Form nor qualify the Price Proposal in any manner.
- 1.4.11** Price Proposals shall be submitted on the Price Proposal Form included with the Proposal Documents. Price Proposal not submitted on the University's Price Proposal Form shall be rejected.

### 1.5 Maximum Acceptance Cost

Maximum Acceptance Cost: \${FIGURE}. Proposals that exceed this amount will be determined to be nonresponsive and will be excluded from further consideration.

### 1.6 Basis of Selection

Selection shall be based upon a "best value" approach which will be calculated on a "cost per point" basis as identified in the Proposal Evaluation Scoring document.

University will have the right to reject all Proposals. University will have the right to reject any Proposal not accompanied by the required Proposal Security or any other item required by the Proposal Documents, or a Proposal which is in any other way materially incomplete or irregular.

University will have the right to waive nonmaterial irregularities in a Proposal. University will select the best value Proposal and notify such Proposer on University's form within {NUMBER} days after the Proposal Deadline or reject all Proposals. Within {NUMBER} days after receipt of notice of selection as the successful Proposal, Proposer shall submit to University all of the following items:

1. Three originals of the Agreement signed by Proposer.
2. Three originals of the Payment Bond required under Article 11 of the General Conditions.
3. Three originals of the Performance Bond required under Article 11 of the General Conditions.
4. Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.
5. If Proposer wishes to utilize securities in lieu of retention beginning with the initial Application For Payment, Selection of Retention Options accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention (Exhibits).

Prior to award of the Contract, University will notify Proposer in writing, if University, after due investigation, objects to a Subcontractor proposed by Proposer, in which case Proposer shall propose a substitute acceptable to University. Substitution of a Subcontractor shall be made in accordance with the General Conditions. Failure of University to object to a proposed Subcontractor prior to award shall not preclude University from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

If Proposer submits three originals of the signed Agreement and all other items required to be submitted to University within {NUMBER} days after receipt of notice of selection as the successful Proposer, and if all such items comply with the requirements of the Proposal Documents and are acceptable to University, University will award the Contract to Proposer by signing the Agreement and returning a signed copy of the Agreement to Proposer.

If University consents to the withdrawal of the Proposal of successful Proposer, or the successful Proposer fails or refuses to sign the Agreement or submit to University all of the items required by the Proposal Documents, within {NUMBER} days after receipt of notice of selection or that Proposer is not financially or otherwise qualified to perform the Contract, University may reject such Proposer's Proposal and select the next best value Proposal, until all Proposals are exhausted, or reject all Proposals.

Factors that will be considered when evaluating the proposals are identified in the Proposal Evaluation Process exhibit.

- 1.6.1 Preliminary Design Submittal**  
Meets functional requirements  
Exterior aesthetics to fit facility  
Serviceability and ease of maintenance  
Flexible {PROGRAM TYPE} design  
Building life cycle costs  
Building support systems operating costs  
Building support life cycle costs  
Design Innovation(s), if submitted

- 1.6.2 Project Team Organization**  
Qualifications of key personnel  
Adequacy of staffing during all phases

- 1.6.3 Proposed Price.**

## **1.7 Schedule For this RFP**

See Proposal Schedule Attachment.

## **1.8 General Provisions Regarding Proposal Procedures**

- 1.8.1 Subcontractor Listing:** Proposer shall list all Subcontractors identified at the time of submitting its Proposal, using the Expanded List of Subcontractors in the Exhibits. See General Conditions for requirements in updating additional Subcontractors during the course of the Work.
- 1.8.2 Incorporation of Proposal into the Contract:** The entire contents of the selected Proposer's proposal shall be incorporated into, and shall be an integral part of the Contract.
- 1.8.3 Form and Content of Proposal:** The format and content of the RFP submittal are specified in Paragraph 3.0 of this document. Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither required nor desired.

- 1.8.4** Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Proposal Documents.
- 1.8.5** The term “Addenda” means written or graphic instruments issued by University prior to the Proposal Deadline which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- 1.8.6** The term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the University is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in this RFP. Holidays include January 1<sup>st</sup>, the third Monday in January, the third Monday in February, the last Monday in May, July 4<sup>th</sup>, the first Monday in September, November 11th, Thanksgiving Day, December 25<sup>th</sup>, and every day designated by the University as a holiday.
- 1.8.7** The term “conflict of interest” includes but is not limited to an architect, engineer or other consultant working on a project on behalf of more than one client. To avoid any such conflict of interest, any consultant that worked on the project on behalf of the University is precluded from participating as a member of the Design Builder team without prior approval in writing from the University.
- 1.8.8** As used in this RFP, the term “Facility” means the University’s Facility office issuing the Proposal Documents.
- 1.8.9** The term “Planholder” means a person or entity who is known by the issuing office to have received a complete set of Proposal Documents and who has provided a street address for receipt of pre-bid communications.
- 1.8.10** The term “Proposal Deadline” means the date and time on or before which Proposals must be received, as designated in the Advertisement For Proposals and which may be revised by Addenda. The Proposal Deadline is shown in the attached Proposal Schedule.
- 1.8.11** The term “Proposal Documents” means the documents prepared and issued with the Request for Proposals including all Addenda thereto.
- 1.8.12** The term “Proposer” means a person or firm that submits a Proposal.
- 1.8.13** The term “Unit Price” means an amount stated in the Proposal for which Proposer offers to perform the Unit Price Work for a fixed price per unit of measurement.
- 1.8.14** Proposer has read, understood, and made the Proposal in accordance with the provisions of the Proposal Documents.
- 1.8.15** The person executing the Price Proposal Form is duly authorized and empowered to execute the Price Proposal Form on behalf of Proposer.
- 1.8.16** Proposer shall, before submitting its Proposal, carefully study and compare the components of the Proposal Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for

which the Proposal is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Proposer is awarded the Contract, Proposer waives any claim arising from any errors, inconsistencies or ambiguities, that Proposer, its subcontractors or suppliers, or any person or entity under Proposer on the Contract became aware of, or reasonably should have become aware of, prior to Proposer's submission of its Proposal.

- 1.8.17** Requests for clarification or interpretation of the Proposal Documents shall be addressed only to the person or firm designated as University Representative identified above.
- 1.8.18** Clarifications, interpretations, corrections, and changes to the Proposal Documents will be made by Addenda issued as provided below. Clarifications, interpretations, corrections, and changes to the Proposal Documents made in any other manner shall not be binding and Proposers shall not rely upon them.
- 1.8.19** Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.
- 1.8.20** Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for inspection.
- 1.8.21** Addenda will be issued such that they should be received by Planholders, no later than 3 full business days prior to the Proposal Deadline. Addenda withdrawing the Request for Proposals or postponing the Proposal Deadline may be issued anytime prior to the Proposal Deadline.
- 1.8.22** Each Proposer shall be responsible for ascertaining, prior to submitting a Proposal, that it has received all issued Addenda.
- 1.8.23** Each Proposer shall list in the Price Proposal Form all first-tier Subcontractors that will perform work, labor or render such services as required by the General Conditions.
- 1.8.24** Proposer shall attend the Pre-Proposal Conference at which the requirements of the Proposal Documents are reviewed by University; comments and questions are received from Proposers; and a Project site visit is conducted. University requires all Pre-Proposal Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Proposers meet this requirement. Any Proposer not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Proposal Documents and its Proposal will be rejected.
- 1.8.25** The Price Proposal Form shall be signed by a person or persons legally authorized to bind Proposer to a contract. Proposer's Representative shall sign and date the Declaration included in the Price Proposal Form. Failure to sign and date the declaration will cause the Proposal to be rejected.

- 1.8.26** If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. This notarization shall be in addition to the notarization required for the signature of the attorney-in-fact.
- 1.8.27** Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a proposer fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Proposer's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Proposer.
- 1.8.28** The University intends to evaluate proposals and award a contract without discussions with Proposers. Therefore, the Proposer's initial proposal should contain its best terms from a price and technical standpoint. The University reserves the right to conduct discussions if the University later determines them to be necessary. If University elects to conduct discussions, the information contained in the Proposals will not be announced publicly until after conducting discussions. Unless and until the University announces that it will award without discussions information concerning the Proposals, including prices proposed, will not be announced publicly. The University will publicly post results after it has determined the successful proposal. At the conclusion of discussions with all Proposers the University will establish a common cutoff date for receipt of revisions. Failure to submit Proposal revisions will result in the Proposer being non responsive. Such discussions with Proposers after receipt of a proposal do not constitute a rejection or counteroffer by the University. As used in this provision, the following definitions apply:
- .1 "Discussions" are exchanges that occur after the submittal of proposals that may result in the Proposer being allowed to revise its proposal.
- .2 "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by the University as a result of discussions. Proposers may submit revised proposals only if requested or allowed by the University.
- 1.8.29** The term "Design Innovation" means a proposed scope that either (1) exceeds the scope required by the Criteria Documents or (2) reconfigures or modifies the design, while still consistent with the minimum requirements, to permit the Proposer to achieve the cost savings necessary to meet the Maximum Acceptance Cost.. The Proposer may, but is not required to, submit one or more Design Innovations as a component of its Preliminary Design Submittal. The University will evaluate any Design Innovations when determining the score to be assessed for the Preliminary Design Submittal. University may elect to identify specific areas of design which that it believes are most appropriate for such Design Innovations but Proposer is not limited to such identified areas.

**1.9 Payment for Proposal Preparation {FIGURE}**  
**2.0 THE WORK**

All architectural and engineering services to be provided by Proposer must be provided in accordance with the professional registration requirements of the State of California. Consultants listed must meet State licensing requirements. The Proposer and its subcontractors must have full bonding and insurance for the project, including the required professional liability insurance.

**2.1 General Requirements**

The successful Proposer will be responsible for providing the design services and construction as indicated below and described in greater detail in the Design Build Contract.

The University will award to the successful Proposer a contract for the production of Design Development Documents with University Options for Construction Documents and Construction. The schedule for the completion of the Phases will be as indicated in the Preliminary Schedule,

**2.2 Scope of Contracted Work**

The Lump Sum Base Proposal must provide for the complete design and construction of the Project, including any temporary or interim facilities required to maintain essential existing functions in operation throughout the construction period as identified in the Detailed Project Program.

**2.2.2** Specifically excluded from the Contract are the following:

**2.3 Work Phases**

The successful Proposer will be responsible for providing services for development of the project including Design Development (Phase 1), Construction Documents (Phase 2) and Construction of the Project (Phase 3). Work under Phases 2 and 3 will only commence if the University elects to exercise its Options for these Phases.

**2.3.1 Design Development – Phase 1**

The selected Proposer shall be responsible for the development of the Final Design for the project as identified in the Design Build Contract.

- .1 University has established the Fee for Phase 1 as {INSERT %} of the Lump Sum Base Proposal .
- .2 The time allowed for completion of the Work for Phase 1 is {FIGURE} days, the "Phase 1 Time".

**2.3.2 Construction Documents - Phase 2**

If the University exercises its Option for Phase 2 and upon Notice to Proceed from the University, the Proposer shall be responsible for the development of the Construction Documents for the project as identified in the Design Build Contract.

- .1 University has established the Fee for Phase 2 as {INSERT %} of the Lump Sum Base Proposal.
- .2 The time allowed for completion of the Work for Phase 2 is {FIGURE} days, the "Phase 2 Time".

**2.3.3 Construction - Phase 3.**

If the University exercises its Option for Phase 3 and upon Notice to Proceed from the University, the selected Design Builder shall be responsible for the construction of the project as identified in the Design Build Contract. The Lump Sum Price for Phase 3 shall be the Lump Sum Base Proposal less the amounts computed for Phases 1 and 2. The time allowed for completion of the Work for Phase 3 is {FIGURE} days, the "Phase 3 Time".

**2.4 Liquidated Damages**

Liquidated damages will only apply if the University exercises its Option for Phase 2. See Article 6 of the Agreement for detailed requirements.

Liquidated damages daily rate for Phase 2 - \$ {AMOUNT IN FIGURES}

Liquidated damages daily rate for Phase 3 - \$ {AMOUNT IN FIGURES} (on or before Substantial Completion)

Liquidated damages daily rate for Phase 3 - \$ {AMOUNT IN FIGURES} (after Substantial Completion)

**3.0 Proposal Requirements**

The Proposal requirements for this RFP shall be as described below. Failure to adhere or comply with all of the requirements stated in this RFP will be cause for rejection of a proposal.

Each Prequalified Proposer shall prepare their respective Proposals in response to this RFP by clearly identifying this Project and the University's Project Number.

Each Prequalified Proposer's submittal shall be properly addressed to:

{ADDRESS}

Each Prequalified Proposer shall provide written Proposals conforming to the following format outline and must contain all information requested. Each Prequalified Proposer's written Proposal shall be indexed with tabs numbered and labeled in bold type according to the headings below. Failure to provide the format and/or the information requested will result in a "non-responsive" Proposal.

Each Prequalified Proposer shall provide one (1) original and five (5) copies of their written Proposals to be submitted in 8-1/2" x 11" vertically formatted 3-ring binders (items not physically suitable for inclusion into binder may be submitted separately) and have sections tabbed as identified below:

### 3.1 Cover Letter

Cover Letter shall include a maximum of {NUMBER} pages.

Identify whether the Prequalified Proposer is a single entity, partnership, corporation or joint venture, or other legal entity recognized in the State of California, and the date such entity was legally established.

Identify project team. Include as a minimum the following consultants: Architect, Structural Engineer, Civil Engineer, Mechanical Engineer, Electrical Engineer, Landscape Architect, Specifications Writer, Acoustical/Vibration Consultant and Laboratory Design Consultant.

Provide name of contact person, phone number and facsimile number.

Summarize qualifications most relevant to this Project.

### 3.2 Preliminary Design Submittal

Each Prequalified Proposer will be responsible for developing a Preliminary Design Submittal based upon the information made available by the University in this RFP (see Exhibits included with the Proposal Documents).

The Preliminary Design Submittal shall be comprised of the following:

Design narratives, site model, drawings, perspectives, presentation boards Design Innovations (if submitted), and outline specifications. Each Prequalified Proposer shall also be responsible for developing an Area Tabulation for the Project identifying the current assignable square feet (ASF) and overall gross square feet (OGSF) areas for the project compared with the areas submitted with the Project Program. Area Tabulation shall be based upon the calculation standards of the University as identified in the { }.

Each Prequalified Proposer shall provide the following information with the content and format as described below.

Additional presentation boards, slides, models, videos, computer animation, or other presentation materials not specifically identified in this RFP are not allowed.

#### 3.2.1 Technical Component

The following drawings and perspectives shall be provided mounted on 30" x 40" foamcore boards as identified later in this section as "Number of Boards":

##### 3.2.1.1 Site Plan

- A. Scale: 1" = 20' - 0".
- B. Include relationships with existing site elements and buildings.
- C. Drawing requirements:
  - 1. Site Plan to include the following:

- a. Location of the proposed building.
- b. Location of the proposed hardscape design elements in relation to existing facilities and site amenities.
- c. Location of the proposed surface parking, roads, service areas, walks, plaza(s), tree groupings, landscape screening, retaining walls, and other various site/building features.
- d. Building and site accessibility.
- e. Identification and location of proposed mechanical utilities.
- f. Identification and location of proposed electrical utilities.
- g. Location of the proposed site lighting.
- h. Location of the proposed site electrical equipment, main electrical feeders and pads/vaults.

### 3.2.1.2 Landscape Plan (Could be combined with Site Plan)

- A. Scale: 1" = 20' - 0".
- B. Include relationships with existing site elements and buildings.
- C. Drawing requirements:
  1. Landscape plan(s) to include the following:
    - a. Identification and location of all proposed trees, shrubs, ground cover, special fill areas and lawn areas.
    - b. General notes to define the design intent.

### 3.2.1.3 Conceptual Structural Plans

- A. Scale: 1/16" = 1' - 0".
- B. Include all levels, roofs and tunnel level.
- C. Drawing requirements:
  1. Conceptual foundation plans to include the following:
    - a. Conceptual foundation plans illustrating structural design concept.
    - b. Dimensioned structural grid.
    - c. Location and size of all structural columns.
    - d. General notes to define the design intent.
  2. Conceptual structural floor/roof framing plans to include the following:
    - a. Floor/roof framing plans illustrating structural design concept.
    - b. Dimensioned structural grid.
    - c. Concept and location of lateral bracing system.
    - d. Location and size of all structural columns.
    - e. General notes to define the design intent.

### 3.2.1.4 Floor Plans and Roof Plans

- A. Scale: Varies, see below.
- B. Include all levels, roofs and tunnel level.
- C. Drawing requirements:
  1. Code information plans to include the following: Scale: 1/32" = 1' - 0"
    - a. Identification of all fire and smoke rated walls and openings.
    - b. Identification of all exits.
    - c. Identification of all room names.
    - d. Identification, location, and fire rating of all building separations.
    - e. Identification and limits of all building occupancies.
    - f. Description of summarized code review, including Exit Calculations.
  2. Floor plans to include the following: Scale: 1/8" = 1' - 0".

- a. Dimensioned structural grid.
- b. Exterior walls, doors, frames, and openings.
- c. Interior walls, doors, frames, and openings.
- d. Room names.
- e. Atrium guardrails and handrails locations.
- f. Custom casework locations.

3. Roof plan(s) to include the following: Scale:  $1/8" = 1' - 0"$ .

- a. Dimensioned structural grid.
- b. Screen walls, light roof system and openings.
- c. Roof drain locations.
- d. Roof slope and drainage identification.
- e. Roof top equipment.

4. Conceptual reflected ceiling plans to include the following: Scale:  $1/16" = 1' - 0"$   
(Entire level 1 and top level of atrium required only)

- a. Exterior and interior walls, doors, and openings.
- b. Ceiling height designations.
- c. Room names.
- d. Reflected ceiling grids.
- e. Interior and exterior soffits and bulkheads.
- f. Lights and mechanical diffusers.
- g. Item and material designations.

### 3.2.1.5 Mechanical Conceptual Floor Plans and Roof Plans

A. Scale:  $1/8" = 1' - 0"$ .

B. Include all levels, roofs and tunnel level (Note: Mechanical and plumbing information could be combined for each level).

C. Drawing Requirements:

1. Conceptual mechanical floor plans to include the following:

- a. Dimensioned structural grid.
- b. Exterior walls, doors, frames, and openings.
- c. Interior walls, doors, frames, and openings.
- d. Room names.
- e. Single line of all HVAC main ducts.
- f. Single line of all exhaust ducts.

2. Conceptual mechanical roof plan to include the following:

- a. Dimensioned structural grid.
- b. Architectural background.
- c. Roof drain locations.
- d. Roof top HVAC and exhaust equipment and associated system components.

3. Conceptual plumbing to include the following:

- a. Dimensioned structural grid.
- b. Exterior walls, doors, frames, and openings.
- c. Interior walls, doors, frames, and openings.
- d. Room names.
- e. Identification and location of plumbing lines and equipment.
- f. Identification of plumbing fixtures.
- g. Identification and location of all floor drains and clean outs.

4. Enlarged mechanical rooms to include the following:
  - a. Structural grid segments.
  - b. Interior walls and doors.
  - c. Room names and numbers.
  - d. Location and identification of mechanical equipment.
  - e. General notes to define the design intent.
5. HVAC controls system schematics to include the following:
  - a. System diagram of system operation.
  - b. I/O points and controlled devices.
  - c. Narrative of the sequence of operation.
  - d. General notes to define the design intent.

### 3.2.1.6 Electrical Conceptual Floor Plans, Roof Plans, and Single Line Diagrams

- A. Scale: 1/8" = 1' - 0."
- B. Include all levels, roofs and tunnel level (Note: Lighting and Power information could be combined for each level).
- C. Drawing requirements:
  1. Conceptual floor plans (lighting) to include the following:
    - a. Dimensioned structural grid.
    - b. Exterior walls, doors, frames, and openings.
    - c. Interior walls, doors, frames, and openings.
    - d. Room names.
    - e. Location and identification of light fixtures.
    - f. Location and identification of exit lighting.
    - g. Location and identification of emergency lighting.
  2. Floor plans (power) to include the following:
    - a. Dimensioned structural grid.
    - b. Exterior walls, doors, frames, and openings.
    - c. Interior walls, doors, frames, and openings.
    - d. Room names.
    - e. Location and identification of electrical panels.
    - f. Location and identification of electrical equipment.
    - g. Location and identification of lab equipment electrical points of connection.
  3. Roof plan (power) to include the following:
    - a. Dimensioned structural grid.
    - b. Architectural background.
    - c. Location and identification of electrical panels and disconnects.
    - d. Location and identification of roof top mechanical equipment electrical points of connection.
  4. Enlarged electrical and communication rooms to include the following:
    - a. Structural grid segments.
    - b. Interior walls and doors.
    - c. Room names and numbers.
    - d. Location and identification of panels.
    - e. Location and identification of electrical and communication distribution.
    - f. Location and identification of dry transformers.

g. General notes to define the design intent.

5. Single line diagrams to include the following:

- a. Campus feeders.
- b. Emergency power.
- c. Electrical panels.
- d. Main feeders and sizes.
- e. General notes to define the design intent.

### 3.2.1.7 Exterior Elevations

- A. Scale:  $1/8" = 1' - 0"$ .
- B. Include all building elevations.
- C. Drawing requirements:
  1. Exterior elevations to include the following:
    - a. All major building elevations.
    - b. Partial and hidden building elevations.
    - c. Structural grid designations.
    - d. Vertical floor elevation designations.
    - e. Item and material designations.

### 3.2.1.8 Enlarged Partial Exterior Building Elevations

- A. Scale:  $1/4" = 1' - 0"$ ; (3) required.
- B. Include for typical lab bay, typical office bay, entrance off courtyard.
- C. Drawing requirements:
  1. Enlarged partial elevations to include the following:
    - a. Structural grid designations.
    - b. Vertical floor elevation designations.
    - c. Item and material designations.

### 3.2.1.9 Building Sections

- A. Scale:  $1/8" = 1' - 0"$ ; (3) required.
  1. Longitudinal section through entire building.
  2. Transverse section through atrium.
  3. Transverse section through lab.
- B. Illustrate building systems relationships
- C. Drawing requirements:
  1. Building sections to include the following:
    - a. Primary building sections.
    - b. Structural grid designations.
    - c. Vertical floor elevation designations.
    - d. Item and material designations.

### 3.2.1.10 Wall Sections

- A. Scale:  $1/4" = 1' - 0"$ ; (3) required.
- B. Illustrate building systems relationships
- C. Drawing requirements:
  1. Wall sections to include the following:
    - a. Primary wall sections.
    - b. Structural grid designations.
    - c. Vertical floor elevation designations.
    - d. Item and material designations.
    - e. Grid to exterior wall dimensions.

## f. Dimensions of vertical openings.

**3.2.1.11 Typical Exterior Details**

- A. Scale: 1/2" = 1' - 0".
- B. Illustrate building systems relationships.
- C. Drawing Requirements:
  - 1. Typical exterior details.
  - 2. Structural grid designations.
  - 3. Vertical floor elevation designations.
  - 4. Grid to exterior wall dimensions.
  - 5. Item and material designations.

**3.2.1.12 Typical Interior Details**

- A. Scale: 1/2" = 1' - 0".
- B. Illustrate building systems relationships.
- C. Drawing requirements:
  - 1. Typical interior details.
  - 2. Structural grid designations.
  - 3. Vertical floor elevation designations.
  - 4. Grid to exterior wall dimensions.
  - 5. Item and material designations.

**3.2.1.13 Room Finish Schedule**

- A. Scale: No scale.
- B. Identify materials and colors of each major area.

**3.2.1.14 Colors and Materials Board**

- A. Scale: No scale (maximum overall size = 24" x 36").
- B. Identify exterior and interior colors and materials.

**3.2.1.15 Perspectives**

- A. Scale: No scale (minimum overall size = 8-1/2" x 11").
- B. Illustrate building systems relationships.
- C. Perspective requirements:
  - 1. Exterior – (1) include North and West elevations
  - 2. Interior – (1) include interior view of atrium
  - 3. Interior – (1) include typical lab module

**3.2.1.16 Number of Boards**

In an effort to create a consistent means by which to compare each Prequalified Proposer's Preliminary Design Submittal for the development of the documents stated above, The University has determined that each Prequalified Proposer shall prepare their presentation boards based upon the following breakdown:

- |                         |                        |
|-------------------------|------------------------|
| A. Site/Architectural:  | Maximum of (20) boards |
| B. Structural:          | Maximum of (2) boards  |
| C. Mechanical/Plumbing: | Maximum of (8) boards  |
| D. Electrical:          | Maximum of (8) boards  |

**3.2.1.17 Study Model**

Each Prequalified Proposer shall also provide a study model of their proposed Project design with the content and format as described below:

- A. Scale: 1" = 20' - 0".
- B. Fenestration study model.
- C. Model to illustrate integration with existing buildings and site.
- D. 48 inches square, maximum size.

### **3.2.1.18 Design Narratives**

In addition to the presentation boards and study model as identified above, each Prequalified Proposer shall include the following Design narratives (to be included in each Prequalified Proposer's written Proposal) with the content as described below:

#### **3.2.1.18.1 Architectural Design Narrative**

- A. Identify design context and philosophical design intent.
- B. Length of document – maximum of (3) typed pages.
- C. Minimum font size is 10.

#### **3.2.1.18.2 Mechanical and Electrical Design Narrative**

- A. Identify systems design.
- B. Identify energy conservation.
- C. Identify life cycle costs (preliminary).
- D. Length of document - maximum of (5) typed pages.
- E. Minimum font size is 10.

#### **3.2.1.18.3 Design Innovations, if any**

- A. Identify each design innovation
- B. Length of document - maximum of (5) typed pages.
- C. Minimum font size is 10.

### **3.2.1.19 Specifications**

Each Prequalified Proposer shall also prepare outline specifications in Construction Specifications Institute (CSI) format (to be included in each Prequalified Proposer's written Proposal) with the content as described below: Each Prequalified Proposer shall prepare their outline specifications based upon the Facility Standards to provide the following:

- A. Identify performance criteria.
- B. Identify quality level.
- C. Identify prescriptive criteria.

### **3.2.1.20 Area Tabulations**

Each Prequalified Proposer shall prepare a Revised Area Tabulation for the Project identifying the current assignable square feet (ASF) and overall gross square feet (OGSF) areas for the Project compared with the areas submitted with the Project Program.

### 3.3 Project Team Organization

The University requires that a Team Organizational Chart be developed and provided as part of the Proposal of the Prequalified Proposer identifying all of the proposed key personnel of each team component and how the team will be managed. If any of the team members have changed from the originally submitted Prequalifications Submittal, each new team member shall be identified along with background information describing the new team member. The University reserves the right to interview each new team member to confirm its acceptance of the new team member. If the University does not accept a proposed new team member, the Prequalified Proposer will provide alternative team members until such time that the University accepts the proposed new team member.

In addition to the Team Organizational Chart, each proposing Prequalified Proposer shall include the following information:

#### 3.3.1 Qualifications of Key Personnel:

Each Prequalified Proposer shall submit resumes demonstrating qualifications of the key personnel who will be assigned to this project. Key personnel are defined as, but not limited to the following: Project Planner, Project Manager, Project Architect, Project Engineer, Structural Engineer, Construction Project Manager, Construction Field Superintendent. Resumes shall include a description of training and experience of the key personnel in their respective areas of expertise. Each Prequalified Proposer shall clearly define the duties of each key person. Resumes shall describe their current position/title, proposed position/title, education, professional licensing, and work experience over the last ten (10) years. Each resume shall also indicate whether or not each key person has worked before as part of the proposed team on similar projects.

#### 3.3.2 Management and Staffing Plan:

Each Prequalified Proposer shall also be responsible for developing a Management and Staffing plan which illustrates the management approach to performing the Work; and the required staff including the key personnel along with their identified time commitments required to perform the Work plan.

The Management and Staffing Plan must indicate all staff required to complete the Design Development and Construction Documents Phases as well as the management staff required by the Prequalified Proposer for Design Development through completion of Construction. Each Prequalified Proposer must submit a staffing schedule tied to the Preliminary Schedule showing the time commitment of each individual identified under the key personnel item herein.

Each Prequalified Proposer shall also be responsible for developing and providing as part of this RFP Submittal a table or matrix showing the Prequalified Proposer's current and pending major project commitments. Include in this table or matrix all Key Personnel, their current and planned project commitments and the percentage of time assigned to those commitments and the percentage of time available for this Project.

### 3.4 Price Proposal

#### 3.4.1 Price Proposal Form:

Each Prequalified Proposer shall be responsible for submitting a completed and signed Price Proposal Form as contained within this RFP. The Price shall be the proposed price for ALL phases.

Failure to submit complete and signed forms shall result in the Prequalified Proposer's RFP Submittal being rejected as nonresponsive.

### **3.4.2 Bid Bond:**

Each Lump Sum Base Proposal shall be accompanied by Proposal security in the amount of 10% of the Lump Sum Base Proposal as security for Prequalified Proposer's obligation to enter into a Contract with University. Proposal security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Proposal security, failure to use University's Bid Bond form will result in the rejection of the Proposal.

## **4.0 Proposal (Bid) Protest**

**4.1** Any Proposer, person, or entity may file a Proposal (Bid) protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Facility not later than 3 business days after the date of posting in a public place of a notice of the determination of the apparent best value proposal.

**4.2** If a Bid is rejected by the Facility, and such rejection is not in response to a Bid protest, any Proposer, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 3 business days of the rejected Bidder's receipt of the notice of rejection.

**4.3** Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Proposer whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Proposer an opportunity to rebut such evidence, and permit Proposer to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A copy of the decision will be furnished to the protestor, the Proposer whose Bid is the subject of the Bid protest, and all Proposers affected by the decision. As used in this Article 4, a Proposer is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Proposer not being the lowest responsible and responsive Proposer for the Contract.

**4.4** Notwithstanding the provisions of Article 4.3, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 4.7.

**4.5** Proposer whose Bid is the subject of the protest, all Proposers affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. The appeal must be received by the Chair, Construction Review Board, by close of business not later than the 5th day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board  
University of California  
Office of the President

1111 Franklin Street, 6<sup>th</sup> Floor  
Oakland, CA 94607-5200  
Attention: Assistant Director, Design & Construction Policy

**4.6** A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility. An appeal received after close of business is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by close of business on the following business day.

**4.7** The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

## **5.0 Conflicts**

The intent of this RFP introduction is to provide an overview of the proposal process, the subsequent award and the work required of the successful Proposer. The provisions herein are a SUMMARY ONLY and the Prequalified Proposers should in all cases review the provisions of the Design Build Contract for the specific requirements. If the Proposer believes there are conflicts between this document and any other Contract Documents, the Proposer should immediately, and in writing, bring it to the attention of the University and request written clarification.

Project Name: { }

Project No.: { }

### Proposal Schedule Attachment

Advertisement & Announcement to Prequalified Proposers: {DAY, DATE, TIME}

Proposal Documents made available: {DAY, DATE, TIME}

Pre-Proposal Conference: {DAY, DATE, TIME}

Last Day to Submit Questions: {DAY, DATE, TIME}

Proposal Deadline: {DAY, DATE, TIME}