CSU The California State University

REQUEST FOR PROPOSALS
FOR
TASK ORDER-CONSTRUCTION AGREEMENT FOR MULTIPLE PROJECTS—MASTER ENABLING AGREEMENT
Bid Solicitation No. – PW26-1
California State Polytechnic University, Humboldt
1 Harpst Street, Arcata, CA 95521

1.00 – INTRODUCTION

1.01 Seeking Design-Builder/Construction Manager Proposals

The State of California acting through the Board of Trustees of the California State University, hereinafter called the Trustees, on behalf of California State Polytechnic University, Humboldt, hereinafter called University, is seeking proposals from previously selected Finalists (see RFP 1.02) to provide design, preconstruction and construction services with a lump sum price or GMP for the Projects referenced herein, hereinafter called the Projects (see RFP 1.03).

1.02 Two-Step Process for Selection

The Trustees' selection of the successful Proposer is a two-step process—the Request for Qualifications (RFQ) and Request for Proposals (RFP). In the first step of the selection process, the Trustees focus on selecting the most qualified firms, and the Trustees have already completed this step by issuing an RFQ, to which Respondents submitted Statements of Qualifications (SOQ) to the Trustees. The Trustees scored and ranked the SOQ, resulting in a list of Finalists, whom the Trustees notified. In the second step of the selection process (the RFP process), the Trustees focus on selecting the firm with team members that are most suited to the Project. The Trustees proceeded to the second step of the selection process by issuing this RFP to the Finalists.

1.03 Delivery Method

The delivery method for this Contract is Task Order-Construction Agreement for Multiple Projects—Master Enabling Agreement (TO-CA MEA). Under the MEA, two types of agreements may be executed for multiple projects as requested by the University and specified herein:

- a Task Order (services agreement) for the design and preconstruction services, and
- a Construction Agreement for the construction services (with a lump sum price).

During the design and preconstruction phase for each project, the selected Proposer may develop the design, perform constructability, cost, and scheduling services and develop a lump sum price or GMP proposal to construct the Projects. Upon the Trustees' acceptance of the lump sum price or GMP and schedule, the Trustees may award a Construction Agreement to the selected Proposer for the construction phase. If the Trustees and the selected Proposer do not agree upon a lump sum price or GMP or other conditions for a Project, the Trustees will not award a Construction Agreement for the construction phase of that Project.

The selected Proposer(s) for the TO-CA MEA may perform the functions of the following roles:

- Design-Builder - the selected Proposer contracts directly with the design professional(s), and/or,
- Construction Manager - the Trustees contract directly with the design professional(s).

The University will specify in every Task Order which of the above delivery methods will be used for the Project.

2.00 - RFP CONTENTS

2.01 RFP Sections

Refer to RFP Table of Contents (see RFP 2.02)

- Sections of the RFP will be referenced throughout the RFP as "RFP X.XX".
- Refer to the first Article in the Contract General Conditions, Definitions, for RFP definitions.

- Refer to this RFP, and the design and preconstruction service agreement, Rider B-Scope of Work, for the design and preconstruction phase scope of work descriptions.
- Refer to this RFP, the Construction Agreement, and the Contract General Conditions for the construction phase scope of work descriptions.

2.02 Standard CSU Documents, Forms, and Project Specific Information

The following documents are a part of this RFP. Proposers are advised to ensure that they have the most recent documents. Documents noted in the Table of Contents with "RFP Copy" are Project specific, and the copies provided as part of the RFP must be used. These documents are attached to the RFP as detailed below under Appendices, and/or are available to download at the following websites:

- TO-CA Model and Guidelines
- Sample Forms

Projects included in this RFP with total cost exceeding the value of a minor capital outlay project shall be enrolled into the CSU Builders Risk Insurance Program; see the Insurance Requirements provisions of Contract General Conditions, under Conduct of the Work. Information regarding the Builders Risk Insurance Program may also be found on the following website: https://www.calstate.edu/cpdc/CM/BRIP.shtml.

Appendices

1 Task Order-Construction Agreement Master Enabling Agreement (including Rider A, Agreement General Provisions, and Rider B, Scope of Work)
  1.1 Task Order - for Design and Preconstruction Services
  1.2 Construction Agreement - for Construction Phase Services
2 Contract General Conditions
  2.1 Contract General Conditions for Collaborative Design-Build Major Projects
  2.2 Contract General Conditions for Construction Manager at Risk with Guaranteed Maximum Price Projects
3 Supplementary General Conditions
  3.1 Supplementary General Conditions to Contract General Conditions for Collaborative Design-Build Major Projects for Use with Task Order-Construction Agreement Contracts
  3.2 Supplementary General Conditions to Contract General Conditions for Construction Manager at Risk with Guaranteed Maximum Price Projects for Use with Task Order-Construction Agreement Contracts
4 Sample Forms
  4.1 Sample Technical Proposal Evaluation Score Sheet
  4.2 Trade Contractor Prequalification Document
5 Division One Specifications
6 Procedure Manual for CSU Capital Projects https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/Documents/Procedure_Manual.pdf
7 Prevailing Wage Rates http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm
8 Project Summaries, Criteria Documents, Architectural Plans and Elevations and Maps (RFP Copy)
9 Geotechnical Report(s) (if any) (RFP Copy)
10 CEQA Mitigation and Monitoring Program (RFP Copy)
11 Design-Assist and Design-Build Subcontracting

3.00 – PROJECT DESCRIPTIONS

3.01 Description

The following Projects are generally described, and are included in this Contract.

3.01 (continued)

No.	Project Description	Delivery		Total
		CBD	CMAR	
1	Jolly Giant Commons-J Dining Improvements	X		$2,000,000
2	Sunset Residence Hall-Restroom Remodel	X		$2,000,000
3	Redwood Residence Hall-Restroom Remodel	X		$2,000,000
4	Siemens Hall-Restroom Remodel	X		$800,000
5	Music B-Restroom Remodel	X		$500,000
6	Student Business Services-Reroof		X	$1,800,000
7	Softball Field-Artificial Turf Installation	X		$1,000,000
8	Campus Accessibility Improvements (Curbcuts, Intersections, Ramps, Accessibile Parking Stalls, Sidewalks, etc.)	X		$750,000
9	Student Business Services-UPD HVAC		X	$500,000
10	Science E-Chiller and Controls	X		$500,000
11	Van Matre Hall-Data Center Upgrades	X		$1,500,000
12	Library-Interior LED Lighting Upgrade	X		$500,000
13	Forbes Gymnasium-HVAC upgrades	X		$750,000
14	Fish Hatchery-Pump and Infrastructure Improvements	X		$250,000
15	Kinesiology & Athletics-Dance Studio Insulation	X		$100,000
16	Behavioral & Social Science Building-Insulation	X		$100,000
17	Hagopian House-Demolition and site rehab	X		$250,000
18	**Subtotal of the value of all projects listed above**			**$15,300,000**
19	Other Projects to be determined ($ amount NTE 20% of the value in the subtotal above)			$4,700,000
Total Maximum Budget for All Projects				**$20,000,000**

Subtotal of Project Values			
Total CDB Projects (Less than $1M)	$4,500,000	Total CM Projects (Less than $1M)	$ 500,000
Total CDB Projects ($1M-3M)	$8,500,000	Total CM Projects ($1M-3M)	$ 1,800,000
Total CDB Projects ($3M-7M)	$ 0	Total CM Projects ($1M-7M)	$ 0

The above-listed Projects are more fully described in the Project Summaries, Criteria Documents, Supplemental Documents, Standard CSU Documents, Forms, and Information. The Trustees will use the information provided in the table above to evaluate Proposers' fee proposals (RFP 10.00 *et seq.*).

3.02 Contract Requirements

- The Trustees' TO-CA MEA is a three-year contract.
- The Trustees may award two agreement types under the TO-CA MEA for each Project:
  - Phase 1, Task Order: The Trustees will initiate each Project with a Task Order, through which all design, preconstruction services and trade bidding will be performed. As a product of this Phase 1 services for each Project, and as agreed between the parties during Phase 1, the selected Proposer may propose a lump sum or GMP cost of Work.

- Phase 2, Design-Build or Construction Agreement: After completion of the Phase 1 services of each Project, and upon agreement of the lump sum price or GMP, the Trustees may initiate the construction phase with a Design-Build or Construction Agreement under the MEA. Under this agreement the Design-Builder may complete the design; may complete bidding of all the trade contractors; shall propose on a Lump Sum if the agreement is based on a GMP. If the Design-Build Agreement is based on a GMP, a contract change order shall convert the contract to a lump sum. If the final trade bids result in a project savings the change order will adjust the GMP to that final Lump Sum amount. The Design-Builder / General Contractor shall be responsible for any GMP cost overruns.

- The total maximum Budgeted Cost for all Projects shall not exceed $20,000,000.
- No project shall exceed $7,000,000 in total cost.
- The Budgeted Construction Cost for all Projects is the total cost of the work for all Projects, including all design, preconstruction and construction costs, and excluding Service Provider Design and Preconstruction fees, and Contractor Site Management Fee, Overhead and Profit, and Contingency. All items excluded from the Direct Construction Cost shall be calculated per RFP 10.01 as a percentage of the Direct Construction Cost and added as individual line items to the Direct Cosntruction Cost to determine the Lump Sum Contract Price.
- Every project in the TO-CA MEA is subject to prevailing wage rate laws as detailed in the Contract General Conditions (see Article 4.02 (CM) or 36.02 (CDB), Prevailing Wage).
- Liquidated damages for each calendar day the Project construction completion is late shall be as agreed between the Contractor and the Trustees in the Project Task Order, and as documented in the Project Construction Agreement.
- The selected Proposer is required to be licensed in the State of California with a "B" license. The selected Proposer and all subcontractors of all tiers must register to bid public works projects with the Dept. of Industrial Relations, and obtain and maintain current registration numbers. To register go to http://www.dir.ca.gov/Public-Works/PublicWorks.html, and look under "Contractor Registration" for more information and to register.
- The Architect shall be licensed to practice architecture in the State of California.
- The Trustees make no representations regarding the total volume of projects, either Task Orders, or Construction Agreements, that shall be awarded under the MEA. The Trustees may discontinue the use of the MEA at any time with no minimum volume of project awards guaranteed.

3.03 Project Conditions

Conditions for all Projects in this Contract are listed below. Refer also to Division One Specifications.

- J-Dining Improvement Project needs to be completed over the summer of 2027.
- At least on of the Sunset and Redwood Restroooms Projects will need to be completed in the summer of 2027.
- The construction period for both the Sunset and Redwood Restroooms will be for the summer months only when students are not occupying these buildings; this is typically around 81 calendar days.
- Access and construction logistics for the Van Matre Hall Data Center Upgrades will need to be closely coordinated with campus for security purposes.
- Library LED Lighting upgrade will occur in an occupied building with normal University acitivity.
- To the extent possible, projects with significant impacts to normal campus operatons should try to align invasive and noisy work in the summer months for completion of these tasks. This will likely be the most efficient way to complete this tasks with minimal disruption to campus.

4.00 – SELECTION PROCESS AND PROJECT SCHEDULE

4.01 Selection Process Schedule / Proposed Project Schedule

Below is the Selection Process Schedule and Proposed Project Schedule for the RFP phase through the award of the construction agreement for the first Project. The Selection Process Schedule may be changed by

addendum to this RFP. The Trustees may change the Proposed Project Schedules at any time through the Preconstruction Phase.

RFP SELECTION PROCESS SCHEDULE AND PROPOSED PROJECT SCHEDULE	
Schedule Activities	**Dates**
RFP distributed to RFQ Finalists	Thursday, April 30, 2026
RFP Conference{optional}	Monday, May 11, 2026
Last day to submit questions	Monday, May 18, 2026
Last day to issue RFP addendum	Thursday, May 21, 2026
Technical Proposals due	Thursday, May 28, 2026 @ 3:00pm PST
Fee Proposals due	Monday, June 8, 2026
Proposing firms interviewed	Monday, June 8, 2026 through Friday, June 12, 2026
Post Technical scores and open Fee Proposals	Monday, June 15, 2026 @ 5pm
Successful Proposer announced	Thursday, June 18, 2026
TO-CA MEA executed	Wednesday, July 1, 2026
Issue First Task Order	Monday, July 6, 2026
First Task Order fully executed by University	Wednesday, August 5, 2026

Note: Trustees do not intend that Project #1 must be fully completed before Project #2 may start; Projects may run concurrently, and at no time shall the Service Provider's volume of current Construction Agreements exceed its Prequalification Rating. The selected Proposer must track progress for all Projects on the Schedule. Reference Contract General Conditions, Schedule.

5.00 TO-CA MEA SCOPE OF SERVICES

5.01 Contract Scope

This RFP summarizes and supplements services specified in the Contract Documents. The Contract Documents are cumulative, and the selected Proposer is required to provide the services specified in the TO-CA MEA (and its Riders: A-General Provisions and B-Scope of Work), this RFP, the selected Proposer's proposal, the Task Orders, and the Construction Agreement, and Contract General Conditions.

Each Task Order issued by the University under the TO-CA MEA may include: design responsibility with an Architect and Engineering consultant under contract to the selected Proposer; preconstruction coordination, scheduling, constructability, and cost estimating services. Design responsibility and scope of services may vary for the selected Proposer on an individual project basis, depending on project needs and in-house capabilities of the University.

Each Construction Agreement issued under the TO-CA MEA shall have separate Budgeted Cost, Direct Construction Cost, Lump Sum Price, Contingency, Construction Documents, Contract (including Payment and Performance Bonds), Insurance*, Notice to Proceed, Notice of Completion, and Retention.

*Projects with Budgeted Costs exceeding the value of minor capital outlay projects will be enrolled in the Trustees' Builders Risk Insurance Program, under which the Trustees provide course of construction insurance.

The Trustees may make changes, additions or deletions to the scope of work described in the RFP, and may add or delete projects from the scope of work by Service Agreement Amendment (for design and preconstruction services) or Contract Change Order (for construction phase services). The total Budgeted Cost and total Budgeted Direct Construction Cost of projects shall remain within the upper limits prescribed in RFP 3.02.

5.02 No Guarantee for Project Award

The Trustees do not guarantee a minimum award volume of Task Orders or Construction Agreements.

The selected Proposer is not entitled to recover any unreimbursed costs, anticipated profit, or monetary awards for proposal preparation.

5.03 Collaboration

The selected Proposer shall work in collaboration and cooperation with the Trustees towards realizing high quality Projects.

5.04 Integrated Project Delivery / LEAN Methods

The selected Proposer shall exercise the highest standards of the industry for Integrated Project Delivery to guide its relationships with the other members of the team, and for incorporating LEAN methods in all processes for all phases of the Project(s).

5.05 TO-CA MEA and Task Order Scope of Work

The selected Proposer shall assemble a Project team including consulting Architect and Engineers (AE) as detailed in this RFP, and a team of subcontractors after award of the TO-CA MEA. In general, the Scope of Services under the TO-CA MEA shall include, but shall not be limited to the following:

1. Create a subcontractor pool prior to bidding Projects specified in the Task Orders. Advertise and prequalify subcontractors for inclusion in the Project team and for bidding subsequent Projects;
2. When the University specifies in the Task Order that the Project is Design-Build, design services are required in the Task Order, and the selected Proposer shall contract for those services with its team AE to provide scope definition and code compliance drawings and specifications;
3. Attend meeting(s) with the Trustees to define the scope of the Project(s);
4. Provide proposals for design and preconstruction services for the Project in response to the Trustees' Task Order;
5. Provide plan check, building permit coordination and preconstruction management services;
6. Provide estimating, scheduling, constructability, and coordination with AE, Trustees, and subcontractors as required assuring conformance to Project budget, schedule, and design-build responsibilities;
7. Bid the Project to Service Provider-prequalified subcontractors for each trade and award to the lowest bidders. If Service Provider desires to self-perform any portion(s) of the work it must competitively bid to be included in the trade contractor team, and bid against the selected subcontractor(s) during the project bid phase;
8. Assemble a project lump sum price or GMP proposal for Trustees' approval. If a GMP is submitted it shall be converted to lump sum by change order during the Phase 2 Construction Agreement, when trade bidding is complete.
9. Acquire a Campus Building Permit for each phase of each Project.

6.00 – CONSTRUCTION PHASE

6.01 Construction Phase Services

Once Trustees and the selected Proposer have agreed upon a Lump Sum price or GMP for a project, the Trustees will award a Construction Agreement to the selected Proposer incorporating the current and applicable Contract General Conditions and Supplementary General Conditions. If a GMP is submitted, it

may be converted to lump sum by change order during the Phase 2 Construction Agreement when trade bidding is complete.

6.02 Execute Trade Contracts
After the Construction Agreement between the selected Proposer and the Trustees is fully executed, the selected Proposer shall enter into subcontracts for the construction phase with the successful subcontractors in each trade.

6.03 Construct Project
The selected Proposer shall furnish construction administration and management services and use its best efforts to construct the Project in an expeditious and economical manner consistent with the best interests of the Trustees. The Trustees have established the scope of work for the construction phase services in the construction phase agreement which includes the services specified in this RFP.

7.00 - RESPONDING TO THE REQUEST FOR PROPOSALS

7.01 Clarifications and Questions Regarding this RFP
All communications regarding this RFP, including requests for information or clarification of the intent or content of this RFP, must be received by the Trustees' Representative in writing no later than the date set for submitting questions stated in RFP Selection Process Schedule (RFP 4.01). Only the Trustees' Representative is authorized to answer questions relative to this RFP. Information obtained verbally from any source has no authority, may not be relied upon, and shall have no standing in any event that may occur. Written addenda will be distributed on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. Failure of Proposer to receive any addenda shall not relieve the Proposer from any obligation therein. Proposers are advised to inquire about addenda prior to submitting a Proposal.

7.02 Managing Office / Trustees' Representative
Questions related to this RFP shall be directed to the Trustees' Representative at the office named below. The contact information for the Managing Office for the RFP is:

Name:	Addie Dunaway, Procurement Specialist, Contracts and Procurement
Campus:	California State Polytechnic University, Humboldt
Address:	1 Harpst Street, Arcata, CA 95521
E-mail:	procure@humboldt.edu

7.03 Proposal Submittals
The Trustees will accept Proposals no later than the time and date indicated in Selection Process Schedule. Proposers shall divide Proposals into two separate submittals, the Technical Proposal and the Fee Proposal. Proposers shall submit each Proposal in a separate envelope or package and clearly mark them, as required in this RFP.

7.04 Technical Proposal Submittal
Proposers must submit one electronic copy of the Technical Proposal via email, with the following clearly marked in the subject line:
"Proposer's Firm Name"
"Technical Proposal – California State Polytechnic University, Humboldt – PW26-1"
If the file size is too large for one email, please submit in multiple emails with "#1 of total number of emails" included in the subject header, OR use a reliable and secure document sharing platform.

7.05 Fee Proposal Submittal
Proposers must submit one electronic copy of the Fee Proposal via email, with the following clearly marked in the subject line:
"Proposer's Firm Name"
"Fee Proposal – California State Polytechnic University, Humboldt – PW26-1"

7.06 Delivery of Proposals
Proposals must be emailed to the email address below at or before the time and date set in the Selection Process Schedule. Proposals sent after this time will not be considered.

E-mail: addie.dunaway@humboldt.edu and procure@humboldt.edu

7.07 Responsibility for Timely Delivery of Proposals
The Proposer is solely responsible for ensuring delivery to the submittal location no later than the date and time specified. Use of the United States Postal Service, campus mail system, express or overnight delivery, or any other service, shall not relieve Proposer from the requirements of meeting the specified deadline at the specified location. The Trustees shall return unopened, any Proposal received after the due date and time.

7.08 Proposer's Cost
Each Proposer acknowledges and agrees that the preparation of all materials for submittal to the Trustees and all presentations, related costs and travel expenses are at the Proposer's sole expense, and the Trustees are not, under any circumstances, responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and materials submitted with their RFP shall remain the property of the Trustees.

8.00 – SELECTION PROCESS

8.01 Selection Policy
It is the Trustees' policy to base the selection of the Proposer for these Projects on the quality of the team, i.e. demonstrated competence and experience, and on the proposed cost, in an attempt to ensure the satisfactory performance of the design and construction management services required.

1. Small Business Preference. The Small Business Preference, if requested, shall be five percent of the highest technical proposal score. If a Non-Small Business claims the Small Business Preference, and is awarded the agreement, it shall subcontract 25% of its contract to California certified small businesses. Reference Contract General Conditions (and Supplementary General Conditions) for:

   - Collaborative Design-Build Major Projects, Article 32.10, Small Business Five Percent Proposal Advantage, and
   - CM at Risk with Guaranteed Maximum Price Projects, Article 2.06, Small Business Five Percent Proposal Advantage.

2. DVBE Participation Requirement and Incentive / Sanction for Failure to Achieve the DVBE Incentive.
   a. DVBE Participation Requirement and Incentive
      The successful proposer shall achieve three percent (3%) DVBE participation in its Phase 2 agreement. The DVBE incentive, if requested, shall be the proposed DVBE incentive percentage of the highest technical proposal score. If the successful proposer proposes a specific amount of DVBE incentive in its GMP, the incentive amount shall be in addition to the required participation amount (3%). The successful proposer shall be held to that level of DVBE participation in its Phase 2 agreement for the total of the final Contract value. For more information, reference Contract General Conditions (and Supplementary General Conditions) for:
      - Collaborative Design-Build Major Projects, Article 32.12-g, DVBE Incentive, and
      - CM at Risk with Guaranteed Maximum Price Projects, Article 2.08-g, DVBE Incentive.

   b. Sanction for Failure to Achieve the DVBE Incentive.
      Reference the Contract General Conditions (and Supplementary General Conditions) for:
      - Collaborative Design-Build Major Projects, Article 32.12-i, Sanction for Design-Builder's Failure to Achieve the DVBE Incentive, and
      - CM at Risk with Guaranteed Maximum Price Projects, Article 2.08-I, Sanction for CM's Failure to Achieve the DVBE Incentive.

8.02 Evaluation and Scoring of Proposals
The evaluation team shall evaluate each proposal to determine its responsiveness to the Trustees' requirements. The evaluation team will score each question against an ideal Proposal in the opinion of the Trustees' evaluation team; the ideal Proposal would receive the maximum number of points possible, as indicated. If Proposer does not provide all information, the Trustees may decide not to consider its Proposal. Each question is assigned a maximum score in relation to the Trustees' assessment of the associated contribution toward achieving project goals.

8.03 RFP Compliance Check

If the evaluation team finds that proposals do not meet minimum submittal or content requirements herein, do not meet overall qualification standards, take unacceptable exceptions to the RFP requirements, or violate the prohibitions in Public Contract Code section 10832 (statute dealing with conflict of interest), then Trustees may deem them non-responsive and eliminate them from further consideration.

8.04 Proposal Analysis

An evaluation team comprised of the Trustees' representatives will analyze each technical proposal to ensure that the Trustees' needs will be met. Once evaluations are completed, the team will conduct in-person interviews with each Proposer.

8.05 Interviews

After the evaluation of the technical proposals, and as part of the evaluation process, the evaluation team will interview all Proposers. The interview structure will be as follows:

- Proposers shall be randomly selected for time slots for interviews, which shall be held on the date indicated in the Selection Process Schedule. The interviews will be conducted at:

Campus:	California State Polytechnic University, Humboldt
Address:	1 Harpst Street, Arcata, CA 95521
Contact:	Addie Dunaway, Procurement Specialist, Contracts and Procurement
E-mail:	procure@humboldt.edu

- Proposers shall each be allotted 30 minutes to make their presentations and 30 minutes for questions and answers from the panel.
- Proposers may arrive 10 minutes before their interview time to set up equipment and materials used for presentation purposes.
- Proposers should feel free to use any form of electronic media or otherwise to make their presentations within the allotted time.
- Proposers are requested to present their approach to the design and construction of the Projects.
- Proposers are required to present at the interview those members of their team that will occupy key positions on the Project such as, but not limited to: Architect and key staff and/or consultants, Preconstruction Coordinators, Project Managers, Projective Executives and other essential team members to ensure that the Trustees are interviewing individuals that will work on the Projects as primary contacts and managers.

8.06 Public Opening of Fee Proposals

After interviews the Trustees will announce technical scores, and then the fee proposals will be publicly opened and scored as outlined in this RFP. After checking the accuracy of each fee proposal, the Trustees will then announce the selected firm. This may occur a day or two after the opening of the fee proposals.

8.07 Scoring Calculation

The Trustees will calculate the technical score in whole numbers, and will calculate the fee score to two decimal places and add it to the technical score. The winner will be the Proposer with the highest combined technical and fee scores. In the event of a tie for first place in the total score, the winner will be the tied Proposer with the lowest proposed fees. If both proposed fees are equal the Trustees will select the winner by a coin toss in the presence of both parties and managed by the Trustees. The tied Proposers will be required to agree to the coin toss procedure in writing before the toss.

8.08 Intent of Technical Proposal

It is the Trustees' position that this project delivery method is of a highly collaborative nature and will require the successful Proposer to work closely with the Architect and the Trustees during the Phases 1 and 2 to deliver high quality Projects on time and within the Construction Budgets. In order for the Trustees to evaluate the Proposer's ability to meet the requirements of this Contract, Proposers shall submit their technical proposal for evaluation and scoring. The Trustees' intend to evaluate the technical proposal to determine the Proposer's ability to successfully deliver the Project using the TO-CA Master Enabling Agreement for Multiple Projects project delivery method and score the technical proposal accordingly.

9.00 – TECHNICAL PROPOSAL REQUIREMENTS

9.01 Required Content of Technical Proposals

In the RFQ, Proposers were selected based on their firm's qualifications to work on this MEA. For the RFP Proposers shall ensure that the Technical Proposals provide a comprehensive, but concise summary of their team's qualifications and capabilities to satisfy the requirements of the RFP. Proposers shall adhere to the following organization in the Proposals by providing tabs for sections listed below as noted. Trustees may disqualify any Proposer who fails to provide all of the information described below.

No Tab - Introduction 0 POINTS

- Cover Letter: Proposers shall provide a cover letter that:
  - is signed by an individual authorized to contractually bind the Proposer,
  - references the RFP and confirms that all elements of the RFP have been read and understood,
  - agrees to enter into design/preconstruction and construction contracts if selected, and
  - certifies that all information in the RFP is accurate under penalty of perjury.
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No Tab - Proposal Interview 70 POINTS

The Proposer's (GC/AE) Project team make-up and its ability to communicate and work effectively with the rest of the team is of critical importance to the Trustees. The interview described is an integral part of the evaluation process. The Proposers presentation should focus on the following:

Introduction of the proposed staffing for the Projects. What qualities will each proposed staff member bring to the team that will lend to the success of these Projects? Team members proposed to have the most interaction with the University should have larger parts of the interview.

A. The factors that differentiate the proposing team from the other teams that are proposing. What make your firm uniquely qualified to perform these Projects?

B. Descriptions by GC /AE staff persons of their previous successes and difficulties with integration into and communications with previous project teams.

C. Highlight any areas of the teams proposal that warrant the special attention of the evaluation team, especially projects that the team has completed together in the local area that demonstrate their ability to successfully complete these projects.

D. Project related questions the Proposers team may have for the interview team.

Tab 1 - Project Organization, Personnel Experience 80 POINTS

Provide information for the organization of the Project staff that will be used to successfully deliver these Projects. Define the key personnel of each team, and how the team will be managed, the decision-making process, and the qualifications of the key personnel. At minimum, include the following:

A. Project Organization – Provide an organization chart that defines the Project management and staffing plan: key personnel for the entire team, both the contractor and the architect, and their consultants, for the preconstruction and construction phases of the Projects and include:
   1. A narrative of how the staff will function during each of the respective phases and any personnel change for the two phases.
   2. Each position within the Project organization and the role and responsibilities of the individuals. Provide a matrix indicating all proposed team members and their joint project experience, if any. Give titles, names and positions.
   3. Provide a listing of all anticipated project staffing. As part of this listing provide a line item breakdown matrix of the anticipated hours each staff member will contribute, based on the identified projects, and the total hours for each category of services as listed on the fee proposal form.

4. Provide a schedule of all proposed staff billable rates for use as needed for additional services. Reasonableness of the rates shall be part of the evaluation criteria for this section. This will constitute Exhibit B-Hourly Rate Schedule of the MEA Agreement.

B. Personnel Experience – provide résumés demonstrating the qualifications of the key personnel defined on the organization chart for this Project, and omitting personal information such as home address, phone and e-mail address. Key personnel are defined as, but not limited to the following; GC and AE President/Vice President/Principal In-Charge, GC and AE Project Manager, Project Planner, Project Engineer, Construction Project Manager, GC and AE Design Phase Project Manager, General Superintendent, Construction Superintendent, Field Superintendent, Field Engineer, Safety Manager, and Quality Manager. Résumés shall include but not be limited to:
   1. Experience on Projects of similar size, scope, complexity and budget.
   2. Experience with alternative Project delivery methods where collaboration during the design phase with the Architect is demonstrated.
   3. Professional certifications and technical expertise.
   4. Provide a matrix indicating which key personnel have worked together on previous projects, and list the project information including owner contact information.

C. In-House Capabilities – Identify those trades and specialty licenses held by the company and describe how they benefit these Projects.

D. For each individual, indicate the length of employment with the GC and AE firms.

Tab 2 - Project Approach 50 POINTS

Provide your firm's approach and work plan for the design and preconstruction phase and for the construction phase of the Project. Indicate a clear understanding of the objectives of this Contract and include at a minimum:

A. Design and Preconstruction Phase Services
   Provide a narrative describing your firm's approach to be used for this phase and include:
   1. The approach to review and develop the design and construction documents with the Trustees and the Proposer's design Architect,
   2. Your process to confirm the Project budget is sufficient to construct the Project. Describe how design target budgets will be established and monitored.
   3. How the Proposer will participate in: scope definition; design; design review; constructability review; estimating; value engineering; scheduling and phasing; construction methods; materials; equipment and systems; recommendation of alternative materials and/or methods to meet the intent of the Trustees and Architect's design, and maximize Project budget.
   4. Process for assuring a conservative, code compliant design and submittal to the State Fire Marshal.
   5. The process for developing bid packages to define distinct trade packages and provide a competitive bid environment with logical scopes of work.
   6. Provide a quality control plan for this phase and include the following at minimum:
      a. Process to identify constructability issues.
      b. Process for reviewing the coordination of building system design, and coordination of tolerances in trade contractors work.
   7. Describe your process for prequalifying trade contractors based on a point system so that the highest scoring trade contractors will be included in the bidding pool.
   8. Describe which trades are candidates for design-assist or design-build on these Projects. Do not propose on specific contractors.

B. Construction Phase Services
   Provide a narrative describing your firm's approach to be used for this phase and include the following at minimum:

1. Administration of the schedule to verify that all trade contractors are performing expeditiously, in an economical manner and provide problem resolution.
2. Preconstruction conferences to verify that the trade contractors are familiar with the scope of work and process required for the coordination of inspections, field testing, shop drawing approval, and submittal approval as related to their scope of work.
3. Provide a Quality Control plan for this phase and include the following:
   a. The process and key personnel that will be tasked with the review and coordination of all submittals/shop drawings prior to submitting to the Trustees for review.
   b. The process and key personnel that will be tasked with assessing the craftsmanship/workmanship by all trades and verify that all materials installed are per the approved submittals and shop drawings.
   c. The process that will link the constructability, value engineering and cost control management processes from the design and preconstruction phase to the construction phase for a seamless flow from design to construction between the trades and as coordinated by the Proposer.

Tab 3- Project Schedule and Plan	40 POINTS

Provide an outline / summary level schedule illustrating how the Proposer intends to manage a typical Design/Build Project that includes the following at minimum:

A. A critical path Project schedule that integrates critical design, preconstruction permitting and construction activities.

B. Illustrate an understanding of this Contract and CSU processes, required Project approvals, and durations for design reviews.

The Project Schedule and Plan shall show the Proposer understands the overall process and sequencing of activities starting at the beginning of design and preconstruction through the end of construction. These activities may include such items as: scope review and determination, design and contract documents, estimating, Seismic Review Board and Mechanical Review Board recommendations, bidding, lump sum submittal, and construction.

Tab 4- – Exceptions/Clarifications	0 POINTS

Proposer must list any exceptions or clarifications to the RFP on an item-by-item basis and cross-reference them with the RFP document. If there are no exceptions or clarifications, the Proposer must expressly state that no exceptions or clarifications are taken.

No Tab	20 POINTS

Response to RFP was clear, concise, and responsive.

MAXIMUM POSSIBLE POINTS FOR TECHNICAL SCORE	260 POINTS

Separate Submittal - Fee Proposal Form and Breakdown

Proposer shall submit the contents described in RFP 10.01 as part of the Fee Proposal, not the Technical Proposal.

MAXIMUM POSSIBLE POINTS FOR FEE SCORE	65 POINTS

TOTAL MAXIMUM POSSIBLE POINTS	**325 POINTS**

10.00 – FEE PROPOSAL REQUIREMENTS

10.01 Requirements for the Evaluation of the Fee Proposal

For evaluation purposes, Proposers shall enter into the Fee Proposal Form: fees as both a percentage and dollar value for all categories on the fee proposal form. The Trustees have assigned 65 points to the Fee Proposal Breakdown and Form, the cost component of this RFP.

No minimum volume of preconstruction or construction services are implied or guaranteed.

Provide:

1. Phase 1, Task Order Fees will include design, preconstruction services, and trade bidding as required by this RFP.
2. Phase 2, Construction Agreement Fees will include site management fee/construction phase services, contractor payment and performance bonds, subcontractor payment and performance bonds (this will be a Contractor allowance), and construction overhead and profit.
3. The Trustees shall base all fees on the Direct Construction Cost for each project delivery (DB or CM) from RFP 3.01.

10.02 Contents of Fee Proposal Package Submittal

The Proposer shall provide a fee proposal package as part of the selection process. The fee proposal package submitted shall contain the following documents:

1. Fee Proposal Form (Use form included in RFP)
2. Certification (Form #702.03)
3. Noncollusion Declaration (Form #701.05)
4. Small Business Preference and Certification Request (Form #701.09)
5. Certification of Appropriate License and California Company (Form #701.08)
6. Bid Proposal Form Signature Page (Form #701.06)

10.03 Fee Proposal Form

The Fee Proposal form includes tables similar to those following RFP 10.03-section 2. Refer to RFP 13.01, Classification of Project Costs (Table A) and 13.02, Design Fee Allocation Matrix (Table B), for a description of preconstruction and construction phase costs in each category of fees listed herein. The Budgeted Direct Construction Cost is identified in Project Description, RFP 3.01.

In the event of an inconsistency in the math on the Fee Proposal form, the individual fee percentages shall govern over the fee in dollars, and the fee in dollars shall be recalculated. All math on the Fee Proposal Form will be checked by the University before award.

1. Fee Proposal Breakdown
   Proposers are asked to propose fees for the projects in the following manner:
   a. Design Fees (for design-build projects only)
      (1) Include:
         (a) Full design services fees for architect, engineers, consultants, design-build and/or design assist trade contractors, and others.
         (b) The fees for designing the elements listed as “included in Proposal” in RFP 13.02, Table B.
         (c) Design fees in the direct cost of the Work for the trades, and engineering indicated as “Included in Direct Cost” in RFP 13.02, Table B. Design fees not listed in this manner are to be included in the proposal.
         (d) Completed design criteria that was started and submitted as part of this RFP; use it as a starting point and basis for detailed final design effort.
         (e) Overhead and profit on design services.
         (f) Design fees associated with both the Phase 1 Task Order for Design Services and the Phase 2 Design-Build Contract, including Construction Administration.
      (2) Propose as a percentage and lump sum for the Projects identified in each category.

      Contract Amount will be the proposed lump sum amount, allocating 65% to the Phase 1 Design Services agreement (including design development), and 35% to the Phase 2 Design-Build Contract. The 35% Phase 2 fees shall be split so that 25% is allocated to remaining design

services and 10% is allocated for Construction Administration services throughout the project. These percentages may be modified by agreement with the Trustees.

(3) Payment will be based on percent of completion of the required scope of Work, in accordance with the payment schedule included in the Contract.

b. Preconstruction Services Fee (for CM and DB)
The Preconstruction Services agreement fee amount shall be the percentage amount and lump sum amount as proposed. It is subject to adjustment for cause as allowed herein and agreed in advance by the Trustees. It is not subject to adjustment due solely to inflation or bid costs over or under the Budgeted Direct Construction Cost, as amended.

Design-Builder Preconstruction Phase services include estimating, scheduling, constructability, and other preconstruction services for Design-Builder, subcontractor consultants and others, as described herein, and in Rider B.

c. Overhead and Profit (for DB and CM)
Overhead and Profit, per RFP 13.01, Table A.
(1) Includes Proposer's overhead and profit on Direct Construction Cost, and insurance.
(2) Propose as a percentage of Direct Cost Budget, and calculate a lump sum based on the Total Project Budget.
(3) Contract Amount shall be a lump sum based on the Budget that is agreed by the Trustees during Phase 1. Overhead and profit will not be reduced due to bid savings, nor increased for over-bids.
(4) Payment will be based on the percentage of construction work completed.

d. Site Management Fee/Construction Phase Services for construction of the Project (for DB and CM)
The Site Management Fee shall be the lump sum percentage of the Direct Construction Cost as proposed. It is subject to adjustment for cause as allowed herein and agreed in advance by the Trustees. It is not subject to adjustment due solely to inflation or cost over or under the Budgeted Direct Construction Cost, as amended.
(1) Includes site management services defined in RFP 13.01, Table A. Includes all staff and facilities located at the construction site to manage the construction of the Project. Proposed amount shall include overhead and profit.
(2) Propose as a percentage fee or lump sum to complete the work within the construction schedule included in the RFP. Show staffing levels and hours as part of technical proposal.
(3) Contract Amount shall be the proposed amount which may be adjusted for cause during the schematic phase.
(4) Payment will be based on percentage of completion of the construction work.
(5) The terms "Construction Phase Services" and "Site Management Fee" are synonymous when describing this category of fees.

e. Payment and Performance Bonds for the Proposer
(1) Include the cost of the Proposer's payment and performance bonds.
(2) Propose as a percentage of the Direct Construction Cost Budget and calculate a lump sum for scoring purposes. (Bonds rates are usually quoted on the contract bottom line, but Proposer is asked to convert to effective rate applied to Direct Cost of the Work.)
(3) Contract will be the proposed percentage on the Actual Value of Direct Construction Cost.
(4) Payment will be made when the bonds are presented, and adjusted to actual cost at contract closeout.

f. Subcontractor Performance Insurance or Bonds
(1) Include the cost of subcontractor payment and performance bonds or insurance.
(2) Propose as a percentage, to be converted to a lump sum contractor allowance.
(3) Payment will be based on the actual cost of this protection up to the amount proposed.

g. Construction Agreement
(1) For Design Build Only

The Construction Agreement contract amounts shall be sum of the Actual Direct Construction Cost as bid, plus: the Contractor's proposed site management fee, 35% of the design fee, or as agreed upon by the Trustees for each project, the Contractor's contingency, the Contractor's overhead and profit as proposed in the RFP, and 100% payment and performance bonds in the full awarded contract amount for each construction award as proposed.

(2) For Construction Manager Only
The Construction Agreement contract amounts shall be the sum of the Actual Direct Construction Cost as bid, plus: the Contractor's proposed site management fee as proposed, the Contractor's contingency, the Contractor's overhead and profit as proposed in the RFP, and 100% payment and performance bonds in the full awarded contract amount for each construction award as proposed.

Fees shall be shown in percentages and dollar amounts. Refer to RFP 13.01, Classification of Project Costs (Table A), for a description of construction phase costs in each category of fees listed herein, and RFP 13.02, Design Fee Allocation Matrix (Table B) for Design Fee costs to be included. The Budgeted Direct Construction Cost is identified in (Project) Description, RFP 3.01.

2. Fee Proposal Evaluation Worksheets by Project Delivery Type and Cost
Following are six Fee Proposal Evaluation Worksheets, which shall be completed by the Campus and the Proposer as follows:

1. ***Campus*** to enter the assumed total for direct construction cost for each delivery type and project size. The total of all direct construction cost categories shall equal the maximum amount that is specified in RFP 3.01. If campus does not have any projects for a delivery type and project size, enter zero into the worksheet for the total direct construction cost and N/A in all of the fee (% and $) cells.

2. ***Proposer*** to enter proposed fee for each delivery type and project size. The Proposed % Fee will be used for each Project in the TO-CA MEA to determine the actual fee.

3. ***Proposer*** to multiply the Proposed Fee % by the Direct Construction Cost, and enter the resulting Total Evaluation Fee in $ for each category of delivery type and project size.

The following Fee Proposal Evaluation Worksheets will be included in the Fee Proposal Form distributed to all Proposers, along with the Fee Proposal Calculation Worksheet in RFP 10.04. The successful proposer's Fee Proposal Evaluation Worksheets will be included in the TO-CA MEA contract as Exhibit A, Fee Schedule.

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a. Design-Build Projects: Proposers fill out the following fee proposal evaluation worksheets for Design-Build projects.

Table DB1 DB Projects less than $1,000,000.01

Direct Construction Cost for DB Projects — $1,000,000.00 or less (sum from RFP 3.01)			**{insert $0.00}**
Line	**Fees**	**Total Evaluation Fee (%)**	**Total Evaluation Fee ($)**
A	Phase 1, Task Order Fees (to include design, preconstruction services, and trade bidding as required by RFP)		
A1	Design Fee	0.00%	$0.00
A2	Preconstruction Services Fee	0.00%	$0.00
B	Phase 2, Construction Agreement		
B1	Site Management Fee / Construction Phase Services	0.00%	$0.00
B2	DB Payment and Performance Bonds	0.00%	$0.00
B3	Subcontractor Payment and Performance Bonds	0.00%	$0.00
B4	Construction Phase Overhead and Profit	0.00%	$0.00
DB1	**Total Fees (A1 + A2 + B1 + B2 + B3 + B4)**	0.00**%**	**$0.00**

Table DB2 DB Projects from $1,000,000.01 to $3,000,000.00

Direct Construction Cost for DB Projects — $1,000,000.01 to $3,000,000.00 (sum from RFP 3.01)			**{insert $0.00}**
Line	**Fees**	**Total Evaluation Fee (%)**	**Total Evaluation Fee ($)**
A	Phase 1, Task Order Fees (to include design, preconstruction services, and trade bidding as required by RFP)		
A1	Design Fee	0.00%	$0.00
A2	Preconstruction Services Fee	0.00%	$0.00
B	Phase 2, Construction Agreement		
B1	Site Management Fee / Construction Phase Services	0.00%	$0.00
B2	DB Payment and Performance Bonds	0.00%	$0.00
B3	Subcontractor Payment and Performance Bonds	0.00%	$0.00
B4	Construction Phase Overhead and Profit	0.00%	$0.00
DB2	**Total Fees (A1 + A2 + B1 + B2 + B3 + B4)**	0.00**%**	**$0.00**

Table DB3 DB Projects from $3,000,000.01 to $7,000,000.00

Direct Construction Cost for DB Projects — $3,000,000.01 to $7,000,000.00 (sum from RFP 3.01)			**{insert $0.00}**
Line	**Fees**	**Total Evaluation Fee (%)**	**Total Evaluation Fee ($)**
A	Phase 1, Task Order Fees (to include design, preconstruction services, and trade bidding as required by RFP)		
A1	Design Fee	0.00%	$0.00
A2	Preconstruction Services Fee	0.00%	$0.00
B	Phase 2, Construction Agreement		
B1	Site Management Fee / Construction Phase Services	0.00%	$0.00
B2	DB Payment and Performance Bonds	0.00%	$0.00
B3	Subcontractor Payment and Performance Bonds	0.00%	$0.00
B4	Construction Phase Overhead and Profit	0.00%	$0.00
DB3	**Total Fees (A1 + A2 + B1 + B2 + B3 + B4)**	0.00**%**	**$0.00**

(Continue on to next page)

b. CM at Risk Projects: Proposers fill out the following fee proposal evaluation worksheets for the CM at Risk projects.

Table CM1 CM Projects less than $1,000,000.01

Direct Construction Cost for CM Projects — $1,000,000.00 or less (sum from RFP 3.01)			**{insert $0.00}**
Line	**Fees**	**Total Evaluation Fee (%)**	**Total Evaluation Fee ($)**
A	Phase 1, Task Order Fees — to include preconstruction services and trade bidding as required by RFP		
A1	Preconstruction Services Fee	0.00%	$0.00
B	Phase 2, Construction Agreement		
B1	Site Management Fee / Construction Phase Services	0.00%	$0.00
B2	CM Payment and Performance Bonds	0.00%	$0.00
B3	Subcontractor Payment and Performance Bonds	0.00%	$0.00
B4	Construction Phase Overhead and Profit	0.00%	$0.00
CM1	**Total Fees (A1 + B1 + B2 + B3 + B4)**	**0.00%**	**$0.00**

Table CM2 CM Projects from $1,000,000.01 to $3,000,000.00

Direct Construction Cost for CM Projects — $1,000,000.01 to $3,000,000.00 (sum from RFP 3.01)			**{insert $0.00}**
Line	**Fees**	**Total Evaluation Fee (%)**	**Total Evaluation Fee ($)**
A	Phase 1, Task Order Fees — to include preconstruction services and trade bidding as required by RFP		
A1	Preconstruction Services Fee	0.00%	$0.00
B	Phase 2, Construction Agreement		
B1	Site Management Fee / Construction Phase Services	0.00%	$0.00
B2	CM Payment and Performance Bonds	0.00%	$0.00
B3	Subcontractor Payment and Performance Bonds	0.00%	$0.00
B4	Construction Phase Overhead and Profit	0.00%	$0.00
CM2	**Total Fees (A1 + B1 + B2 + B3 + B4)**	**0.00%**	**$0.00**

Table CM3 CM Projects from $3,000,000.01 to $7,000,000.00

Direct Construction Cost for CM Projects — $3,000,000.01 to $7,000,000.00 (sum from RFP 3.01)			**{insert $0.00}**
Line	**Fees**	**Total Evaluation Fee (%)**	**Total Evaluation Fee ($)**
A	Phase 1, Task Order Fees — to include preconstruction services and trade bidding as required by RFP		
A1	Preconstruction Services Fee	0.00%	$0.00
B	Phase 2, Construction Agreement		
B1	Site Management Fee / Construction Phase Services	0.00%	$0.00
B2	CM Payment and Performance Bonds	0.00%	$0.00
B3	Subcontractor Payment and Performance Bonds	0.00%	$0.00
B4	Construction Phase Overhead and Profit	0.00%	$0.00
CM3	**Total Fees (A1 + B1 + B2 + B3 + B4)**	**0.00%**	**$0.00**

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10.04 Fee Proposal Calculation Worksheet by Project Delivery and Cost

Campus will take the Total Fees from above Fee Proposal Evaluation Worksheets, and insert in Fee Proposal Calculation Worksheet below.

Fee Proposal Calculation Worksheet		
Table	**Overhead and Profit**	**Total Fee in Dollars**
DB1	DB Projects - $1,000,000.00 or less	$
DB2	DB Projects - $1,000,000.01 to $3,000,000.00	$
DB3	DB Projects - $3,000,000.01 to $7,000,000.00	$
CM1	CM Projects - $1,000,000.00 or less	$
CM2	CM Projects - $1,000,000.01 to $3,000,000.00	$
CM3	CM Projects - $3,000,000.01 to $7,000,000.00	$
Total Fees *(From Fee Proposal Evaluation Worksheets, enter amounts from Total Fees—Lines DB1, DB2, DB3, CM1, CM2, and CM3. The Trustees will record the Total Fees in Dollars taken from this row for each Proposer on the Trustees' Abstract of Bids.)*		**$**
#1 Is Proposer claiming the Small Business Preference? (circle one) Yes No (If Proposer circles 'Yes' and submits the Small Business Preference Form No. 701.09, the Trustees will grant Proposer a bid preference of 5% of the *highest Technical Proposal Score.*)		

Fees will be scored in direct relation to their variance from the lowest fee based on the average fee. The lowest Total Fee will receive the maximum score of 65 points. For example:

Proposed Total Fee in $	Variation from Lowest Fee= Proposed Fee $-Lowest Fee $	% Variation = Variation from Lowest Fee $/Average Total Fee $	Points to deduct from 65 points	Fee Score
$1,500,000	$1.5M-$1.1M=$.4M	$.4M / $1.3M=30%	65 x 30%=20	65-24 = 45
$1,300,000	$1.3M-$1.1M=$.2M	$.2M / $1.3M=15%	65 x 15%=7	65-12 = 58
$1,100,000	$1.1M-$1.1M=$0M	$0M / $1.3M=0%	65 x 0%=0	65-0 = 65

Sample calculation: Average total fee = ($1.5M + $1.3M + $1.1M)/3 = $1.3M

11.00 – AWARD / MISCELLANEOUS

The Trustees will award a TO-CA MEA to the *highest scoring Proposer*. This Proposer will be informed in a timely manner, and should be prepared to commence Work immediately following the execution of the TO-CA MEA and receipt of the Notice to Proceed for the TO-CA MEA. Failure to execute the Agreement within the timeframe identified in the Project Schedule shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. In the event a Contract Award is unsuccessful with the first-selected Proposer, the Trustees may award a Contract to the second-highest scoring Proposer.

11.01 Non-Binding

This RFP and/or the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the Trustees and the Proposers.

11.02 Irregularities

The Trustees reserve the right to reject any or all proposals, to cancel the Project, to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP.

11.03 Rejection of Proposal

The Trustees may reject any or all proposals and may waive any immaterial deviation in a proposal. The Trustees' waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if awarded the contract.

11.04 Disposition of the Proposals

Proposals become the property of the Trustees. The information contained in all proposals shall be held confidential to the extent permitted by law, except that the Total Fee Percentage, separately submitted as part of the Fee Proposal Package of each proposal, shall be publicly opened and read after the Total Quality Points have been tabulated and published. Proposals will become public upon execution of the Contract between the Trustees and the successful Proposer. All materials, ideas, and formats submitted in response to this RFP will become the property of the Trustees upon receipt and may be returned only at the Trustees' option.

11.05 Cancellation

While it is the intent of the Trustees to award to the successful Proposer, this solicitation does not obligate the Trustees to enter into an agreement for design and preconstruction services or the construction contract. The Trustees reserve the right to cancel this RFP at any time, in the best interest of the Trustees. No obligation, either expressed or implied, exists on the part of the Trustees to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFP.

Continue on to RFP 13.00

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13.00 – CLASSIFICATION OF PROJECT COSTS AND DESIGN FEE ALLOCATION MATRIX

13.01 – CLASSIFICATION OF PROJECT COSTS (Table A) — Page 1 of 4

In the following, Table A, the Trustees indicate the appropriate category for preconstruction and construction phase costs and fees.

TABLE A, CLASSIFICATION OF PROJECT COSTS					
	Project Jobsite Staff	**Direct Cost of Work**	**Preconstruction & Construction Phase Svcs**	**Overhead & Profit**	**Paid by Owner**
1	Project Manager		X		
2	Project Superintendent		X		
3A	Project Engineer		X		
3B	Architect's Staff		X		
3C	Architect's consultants' staff		X		
4	Scheduling Engineer		X		
5	Field Engineer		X		
6	Drafting & Detailing		X		
7	As-Built drawings and specifications		X		
8	Field Accountant		X		
9	Time Keeper			X	
10	Secretarial			X	
11	Clerk/ Typist			X	
12	Independent Surveyor	X			
13	Job Assigned Safety &. E.E.O. Officer			X	
14	Jobsite Laborer & Runner		X		
15	Fringe Benefits for Staff		X		
16	Vacation Time for Staff		X		
17	Sick Leave for Staff		X		
18	Subsistence for Staff		X		
19	Bonuses for Staff			X	
	Cost of the Work				
1	Wages of Construction Labor	X			
2	Labor Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material	X			
5	Equipment	X			
6	Small Tools – Purchase			X	
7	Small Tools – Rental			X	
8	Warranty Work & Coordination			X	
9	Protection of installed work	X			
10	Corrective Work damaged by Contractor or his subs, unless covered by insurance			X	
11	Corrective Work Non-Conforming with Specs			X	

13.01 – CLASSIFICATION OF PROJECT COSTS (TABLE A) — Page 2 of 4

	Job Site Temporary Facilities	Direct Cost of Work	Preconstruction & Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Contractor Office Trailers	X			
2	Office Trailers - Inspectors / Owners	X			
3	Storage Trailer & Tool Shed	X			
4	Office Furniture & Equipment	X			
5	Copy machine & Printer	X			
6	Postage/UPS/FedEx	X			
7	Project Photographs	X			
8	Temporary Toilets	X			
9	Project Sign	X			
10	Scaffolding	X			
11	Temporary Fencing & Enclosures	X			
12	Covered Walkways	X			
13	Barricades	X			
14	Temporary Stairs	X			
15	Opening Protection	X			
16	Safety Railing & Nets	X			
17	Drinking Water/Cooler/Cup			X	
18	Safety/First Aid Supplies			X	
19	Fire Fighting Equipment			X	
20	Security Guards	X			
21	Watchman Service (Day or Night)	X			
	General Requirements - Temporary Utilities And Cleaning				
1	Telephone Installation	X			
2	Telephone Monthly Charges			X	
3	Electric Power Installation	X			
4	Electric Power Dist. Wiring	X			
5	Construction Electric Power Monthly Charges / Allowance	X			
6	Construction Water Service – Installation	X			
7	Construction Water Service - Monthly Costs / Allowance	X			
8	Heating & Cooling Costs			X	
9	Light Bulbs & Misc. Supplies	X			
10	Periodic Job Site Clean-Up	X			
11	Final Clean	X			
12	Dump Permits & Fees	X			
13	Trash Removal & Hauling	X			
14	Flagman & Traffic Control	X			
15	Dust Control	X			
16	SWPP Installation & Maintenance	X			
17	SWPP Inspection				X
18	Temporary Road Construction	X			
19	Temporary Road Maintenance	X			
20	Trash Chute & Hopper	X			

13.01 – CLASSIFICATION OF PROJECT COSTS (TABLE A) — Page 3 of 4

	Indirect and Miscellaneous Costs	Direct Cost of Work	Preconstruction & Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Bond premium for Contractor's bonds	See Note below			
2	Insurance premium for Contractor. See Contract General Conditions.			X	
3	Bond premium for trade contractor bonds / Allowance	See Note below			
4	Insurance premium for trade contractors. See Contract General Conditions.	X			
5	Premium for Builders Risk Insurance for major capital outlay projects (Owner provided.)				X
6	Premium for Builders Risk Insurance for minor capital outlay projects (If Contractor provides.)			X	
7	Insurance deductible by Contractor or trade contractor			X	
8	Printing plans and specifications			X	
9	Initial Soils Investigation				X
10	Testing and Inspection				X
11	Maintenance after occupancy				X
12	Facility operator training by Contractor or trade contractor	X			
13	Fees- Plan Check				X
14	Fees- Building Permit				X
15	Fees- Sidewalk Permit				X
16	Fees- Water Connection Permit				X
17	Fees- Water Meter				X
18	Fees- Sanitary Sewer				X
19	Fees- Storm Drain				X
20	Fees- Gas Service				X
21	Fees- Power Service				X
22	Fees- Curb & Gutter permit				X
23	Fees- Sign				X
24	Elevator Inspection and Permits	X			
25	Fees, assessments, licenses, inspections required for Construction	X			
26	Business Licenses and Fees			X	

Note: The General Contractor and Subcontractor bond premiums shall be as proposed per RFP 10.03.

13.01 – CLASSIFICATION OF PROJECT COSTS (TABLE A) — Page 4 of 4

	Hoisting	Direct Cost of Work	Preconstruction & Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Material Skips/ Hoppers	X			
5	Erect & Dismantle Cranes and Hoists	X			
6	Crane Rental	X			
7	Crane Operators	X			
8	Crane Raising/ Jumping Costs	X			
9	Temporary Elevator Rental	X			
10	Elevator Operation Costs	X			
11	Cage Rider at Elevator	X			
12	Forklift Rental	X			
13	Forklift Operator	X			
14	Safety Inspections			X	
15	Fuel, Repairs, Maintenance, Service	X			
	Main Office				
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Operation Manager			X	
4	Project Executive			X	
5	Estimating			X	
6	Value Engineering			X	
7	Scheduling			X	
8	Drafting and Detailing			X	
9	Purchasing & Writing Contracts			X	
10	Accounting & Bookkeeping			X	
11	Safety & E.E.O Officer			X	
12	Secretarial			X	
13	Clerk/Typist			X	
14	Computer/Data Processing			X	
15	Legal - General and Pertaining to Project			X	
16	Travel & Subsistence			X	
17	Fringe Benefits & Burden			X	
18	Vacation Time/Main Office			X	
19	Bonuses/Main Office			X	

End of RFP 13.01, Table A

(Continue on to RFP 13.02, Table B, on next page)

13.02 – **DESIGN FEE ALLOCATION MATRIX** (Table B) — Page 1 of 2

Table "B" shall be used for design build projects only. [Campus must customize to describe services needed.]
In the following Table B, the Trustees indicate the appropriate cost category for certain design fees. Fees not listed are to be included in Contractor's proposal. *Campus may make a change in this Table B, as warranted by the design.*

TABLE B, DESIGN FEE ALLOCATION MATRIX					
Item	**Design Element**	**Include in Proposal**	**Include in Direct Cost**	**Owner Allowance**	**Paid by Owner**
1	Architectural	X			
2	Structural	X			
3	Mechanical	X			
4	Electrical	X			
5	Plumbing	X			
6	Data and Tel-com design and coordination	X			
7	Data and Tel-com Equipment Selection				X
8	AV Design (Conference Rooms)	X			
9	Interior Design	X			
10	Not Used				
11	Lighting (for scope not completed per appendix)	X			
12	Code Analysis	X			
13	Not Used				
14	Distributed Antenna System and Two Way Communications design and rough-in coordination.				X
15	Distributed Antenna System and Two Way Communications system design and installation				X
16	Fire Protection	X			
17	Fire Alarm	X			
18	Security - Access Control/CCTV	X			
19	Curtain Wall Systems		X		
20	Pre-Engineered Pipe Systems		X		
21	Seismic Bracing		X		
22	Pre-Engineered Products		X		
23	Manufacturer's Proprietary Eng		X		
24	Modular workstation conceptual design and move coordination – by Phase Six (see Appendix 9)				X
25	Steelcase modular workstation final Design, installation documents, and specifications.	X			
26	Elevator Design Coordination and engineering (see appendix for elevator design completed)	X			
27	Landscape & Irrigation	X			
28	IT termination at workstations (port assignments by CSU)		X		
29	FFE Design Coordination	X			

13.02 – DESIGN FEE ALLOCATION MATRIX (Table B) — Page 2 of 2

Item	Design Element	Include in Proposal	Include in Direct Cost	Owner Allowance	Paid by Owner
30	FFE Selection	X			
31	Energy Modeling (Title 24)	X			
32	BMS Controls	X			X
33	OFOI Equipment				X
34	Commissioning Agent - Enhanced for LEED				X
35	Commissioning Coordination	X			
36	Foundation Structural Design	X			
37	Dewatering System Engineering		X		
38	Not Used				
39	Not Used				
40	Not Used				

End of RFP 13.02, Table B

- End of Request for Proposals-