

University of Missouri

INFORMATION FOR PROPOSERS FOR DESIGN BUILD

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1. Design/Build Documents

1.1 Drawings, specifications, and other Design/Build Criteria, pursuant to work which is to be done, may be obtained at the office address shown in the Request for Proposals and Special Conditions.

2. Proposer Obligations

2.1 Before submitting proposals each Proposer shall carefully examine the Design/Build Criteria and related Design/Build Documents, visit site of work and fully inform themselves as to all existing conditions, facilities, restrictions and other matters which can affect the work or the cost thereof. Proposer shall notify Owner of all conflicts, errors, or discrepancies discovered by Proposer in the Design/Build Documents.

2.2 Each Proposer shall include in their proposal the cost of all work and materials required to complete the contract in a first-class manner as hereinafter specified.

2.3 Failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint themselves with existing conditions, shall in no way relieve them from any obligation with respect to their proposal or contract, and no extra compensation will be allowed by reason of anything or matter concerning which Proposer should have fully informed themselves prior to submitting a proposal.

2.4 Submission of proposals shall be deemed acceptance of the above obligations and each and

every obligation required to be performed by all of the Design/Build Documents in the event the proposal is accepted.

3. Interpretation of Documents and Addenda

3.1 If any prospective Proposer is in doubt as to the true meaning of any part of the Design/Build Documents, they shall submit a written request to the Owner's Technical Consultant for an interpretation.

3.2 Requests for such interpretations shall be delivered to the Owner's Technical Consultant at least one (1) week prior to time for receipt of proposals.

3.3 Interpretations or clarifications considered necessary by Owner's Technical Consultant or Owner in response to such questions will be issued by Addenda to all parties recorded by Owner's Technical Consultant and Owner as having received the Proposal Documents.

3.4 Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Design/Build Documents as deemed advisable by the Owner or Owner's Technical Consultant. Such Addenda must also be in writing in order to be binding.

4. Proposals

4.1 Proposals shall be received separately or in combination as shown in and required by the Proposal Form included in the Design/Build Documents. Proposals shall be completed so as to include insertion

of amounts for alternate proposals, unit prices and cost accounting data.

4.2 Proposers shall apportion each base proposal between various phases of the work, as stipulated in the Proposal Form. All work shall be done as defined in the Design/Build Documents.

4.3 Each Proposal shall consist of three (3) submissions, (i) the Proposal Form and Proposal Security/Bond, (ii) a Narrative and Samples, and (iii) Design Proposal including all drawings, specification and supporting documentation; unless indicated otherwise in the Design/Build Documents. Each package must be presented in separate sealed envelopes which shall be plainly marked "Design Proposal Enclosed for (indicate name of project from cover sheet)"; "Proposal Form and Bond Enclosed for (indicate name of project from cover sheet)"; Narrative and Samples Enclosed for (indicate name of project from cover sheet)"; and mailed or delivered to the building and room number specified in the Request for Proposals. Proposers shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was mailed in time to be received before scheduled closing time for receipt of proposals, nor shall it be sufficient to show that a proposal was somewhere in a university facility.

4.4 The Proposer's price shall include all federal sales, excise, and similar taxes, which may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City and State taxes shall not be included as defined within Article 3.16 of the General Conditions for Construction of the Contract (Design-Build) included in the Design/Build Documents.

4.5 Proposals shall be submitted on a single proposal form, furnished by the Owner or Owner's Technical Consultant.

4.6 No Proposer shall stipulate in their proposal any conditions not contained in the proposal form.

4.7 The Owner reserves the right to waive informalities in proposals and to reject any or all proposals.

5. Modification and Withdrawal of Proposals

5.1 The Proposer may withdraw their proposal at any time before the scheduled closing time for receipt of proposals, but no Proposer may withdraw their proposal after the scheduled closing time for receipt of proposals.

5.2 Only a written request for modifications or correction of a previously submitted proposal, contained in a sealed envelope which is plainly marked "Modification of Proposal on (name of project on cover sheet)," which are addressed in the same manner as proposals, and are received by Owner before the scheduled closing time for receipt of proposals will be accepted and proposals corrected in accordance with such written requests.

6. Signing of Proposals

6.1 All proposals shall be signed manually, by an individual authorized to sign on behalf of the Proposer. The title or office held by the person signing for the Proposer shall appear below the signature.

6.2 A proposal should contain the full and correct legal name of the Proposer. If the Proposer is an entity registered with the Missouri Secretary of State, the Proposer's name on the proposal form should appear as shown in the Secretary of State's records.

6.3 A proposal from a partnership or joint venture shall be signed in the name of the partnership or joint venture by at least one partner or joint venturer or by an Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the proposal, a Power of Attorney evidencing authority to sign the proposal executed by all partners or joint venturers.

6.4 A proposal from a corporation shall be signed by an officer of the corporation.

6.5 A proposal from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

6.6 A proposal from an individual or sole proprietor shall be signed in the name of the individual by the individual or an Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the proposal, a Power of Attorney evidencing authority to sign the proposal executed by the individual.

7. Proposal Security

7.1 Each proposal shall be accompanied by a proposal bond, certified check, cashier's check, acceptable to and payable without condition to The Curators of the University of Missouri, in an amount at least equal to five percent (5%) of Proposer's proposal including additive alternates.

7.2 Proposal security is required as a guarantee that Proposer will enter into a written contract and furnish a performance and payment bonds within the time and in form as specified in the Design/Build Documents; and if successful Proposer fails to do so,

the proposal security will be realized upon or retained by the Owner. The apparent low Proposer shall notify the Owner in writing within 48 hours (2 work days) of the proposal opening of any circumstance that may affect the proposal security including, but not limited to, a proposal error. This notification will not guarantee release of the Proposer's security and/or the Proposer from the Proposer's Obligations.

7.3 If a bond is given as a proposal security, the amount of the bond may be stated as an amount equal to at least five percent (5%) of the proposal, including additive alternates, described in the proposal. The proposal bond shall be executed by the Proposer and a responsible surety licensed in the State of Missouri with a Best's rating of no less than A-/XI.

7.4 It is specifically understood that the proposal security is a guarantee and shall not be considered as liquidated damages for failure of Proposer to execute and deliver their contract and performance bond, nor limit or fix Proposer's liability to Owner for any damages sustained because of failure to execute and deliver the required contract and performance bond.

7.5 Proposal security of the two (2) responsive Proposers with the highest point total will be retained by the Owner until a contract has been executed and an acceptable bond has been furnished, as required hereby, when such proposal security will be returned. Surety proposal bonds of all other Proposers will be destroyed and all other alternative forms of proposal bonds will be returned to them within ten (10) days after Owner has determined the two (2) most responsive proposals.

8. Proposer's Statement of Qualifications

8.1 Each Proposer submitting a proposal shall present evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract by completing and submitting with their proposal the schedule of information set forth in the form furnished in the proposal form.

8.2 The Proposer's Statement of Qualifications will be treated as confidential information by the Owner to the extent permitted by the Missouri Sunshine Law, Section 610.010, RSMo et seq.

8.3 Proposals not accompanied with current Proposer's Statement of Qualifications may be rejected.

9. Award of Contract

9.1 The Owner reserves the right to let other contracts in connection with the work, including, but not by way of limitation, contracts for furnishing and

installation of furniture, equipment, machines, appliances, and other apparatus.

9.2 In evaluating proposals, the Owner may conduct such investigations, including but not limited to interviews, as the Owner deems necessary to assist in the evaluation of any proposal and/or Proposer and to establish or clarify the responsibility, qualifications, personnel availability, financial ability of Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract to the Owner's satisfaction within the prescribed Contract Time. The Proposers success in achieving the specified SDVE goal, or demonstrating a good faith effort as described in Article 14 will be evaluated as well as the Proposer's status as suspended or debarred. Inability of any Proposer to meet the requirements mentioned above may be cause for rejection of their proposal.

9.3 If the Contract is to be awarded, it will be awarded to a responsible Proposer submitting the proposal that provides the Best Value to Owner based upon the selection criteria set forth herein as determined in the sole discretion of the Owner.

9.4 By submitting a proposal, Proposer agrees that any protest, controversy, dispute or claim arising from the Owner's Request for proposals, the Proposer's submission of a proposal, the Owner's rejection of any proposal and/or the Owner's award of a Contract on the Project identified above shall be subject to the same dispute resolution requirements as are set forth in the General Conditions, which are incorporated herein by reference.

10. Contract Execution

10.1 The Successful Proposer shall submit within fifteen (15) days from receipt of notice, the documents required in Article 9 of the General Conditions for Construction of the Contract (Design-Build) included in the Design/Build Documents.

10.2 No proposals will be considered binding upon the Owner until the documents listed above have been furnished. Failure of Proposer to execute and submit these documents within the time period specified will be treated, at the option of the Owner, as a breach of the Proposer's proposal security under Article 7 and the Owner shall be under no further obligation to Proposer.

10.3 The Owner will furnish the Proposer a copy of the executed contract and bonds.

11. Contract Security

11.1 When the Contract Sum exceeds \$50,000, the Design/Builder shall procure and furnish a

Performance Bond and a Payment Bond in the form prepared by the Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the Contract Sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee the Design/Builder's faithful performance of the Contract, including but not limited to the Design-Builder's obligation to correct any defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under the Contract and furnishing materials in connection with the Contract in accordance with Section 107.170, RSMo. These bonds shall be in effect through the duration of the Contract plus any Guaranty Period required by the Contract Documents.

11.2 The bonds required hereunder shall be meet all requirements of Article 11 of the General Conditions for Construction for Construction (Design-Build) included in the Design/Build Documents.

11.3 If the surety of any bond furnished by Design/Builder is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this Article 11, Design/Builder shall within ten (10) days substitute another bond and surety, both of which must be acceptable to Owner. If Design/Builder fails to make such substitution, Owner may procure such required bonds on behalf of Design/Builder at Design/Builder's expense.

12. Time of Completion

12.1 Proposer shall agree to commence work within five (5) days of the date "Notice to Proceed" is received from the Owner, and the entire work shall be completed by the completion date specified or within the number of consecutive calendar days stated in the Design/Build Documents. The duration of the construction period, when specified in consecutive calendar days, shall begin when the contractor receives notice requesting the documents required in Article 9 of the General Conditions of the Contract for Construction (Design-Build) included in the Design/Build Documents.

13. Missouri Products and Missouri Firms

13.1 The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University of Missouri, and which by contract, shall be binding upon independent contractors and subcontractors with the University of Missouri whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all

construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each Proposer submitting a proposal agrees to comply with, and be bound by the foregoing policy.

14. SDVE and HDVE Participation

14.1 Award of Contract

14.1.1 Pursuant to Sections 34.069 and 34.074, RSMo (and the implementing regulations adopted by the State of Missouri, Office of Administration), the University of Missouri System sets a goal for the participation of Service-Disabled Veteran Business Enterprise (SDVE) Firms and Honorably Discharged Veteran-Owned Enterprise (HDVE) Firms (as defined in Article 1 of the General Conditions of the Contract for Construction) in its construction projects. The SDVE and HDVE goals for University projects are three percent (3%) of the total contract cost for SDVE and three percent (3%) of the total contract cost for HDVE. Only firms certified by the State of Missouri, Office of Administration as SDVE and HDVE firms will be accepted pursuant to the goal requirements described herein.

14.1.2 The Proposer shall have a minimum goal of providing participation of Service-Disabled Veteran Business Enterprise (SDVE) Firms and Honorably Discharged Veteran-Owned Enterprise (HDVE) Firms in the project, through self-performance, if an SDVE or HDVE Firm, or by subcontracting with SDVE or HDVE Firms as subcontractors, suppliers, or manufacturers, in the amount of three percent (3%) total contract price for each type ("SDVE and HDVE Participation Goals"). The Owner will take into consideration the Proposer's success in achieving the SDVE and HDVE Participation Goals in awarding the contract. Inability of any Proposer to meet the SDVE and HDVE Participation Goals shall be cause for rejection of their proposal, unless the Proposer has demonstrated that they made a good faith effort to comply as set forth below.

14.1.3 In addition to the SDVE and HDVE Participation Goals, a three (3) point bonus preference will be given to a Proposer that is a certified Service-Disabled Veteran Enterprises (SDVE) or Honorably Discharged Veteran-Owned Enterprise (HDVE) Firm doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business. The bonus preference will not be given to a Proposer for the use of SDVE or HDVE subcontractors, suppliers, or manufacturers. The bonus preference shall be calculated and applied by

reducing the proposal amount of the SDVE Proposer or HDVE Proposer by three percent (3%) of the apparent low, responsive Proposer's proposal. Based on this calculation, if the SDVE Proposer's or HDVE Proposer's resulting total proposal valuation is less than the proposal of the apparent low, responsive Proposer, the SDVE/HDVE proposal becomes the apparent low, responsive proposal. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the SDVE Proposer's or HDVE Proposer's proposal or the amount(s) of any contract awarded. An HDVE that receives bonus points under this section shall not receive bonus points as an SDVE, and an SDVE that receives bonus points under this section shall not receive bonus points as an HDVE.

14.2 List of SDVE Firms

14.2.1 The Proposer shall submit, within forty-eight (48) hours of the receipt of proposals to the University Contracting Officer, a list of SDVE or HDVE Firms that will be performing as contractor, subcontractor, supplier, or manufacturer on the project. The list shall separately identify each SDVE or HDVE Firm by name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, supplier, or manufacturer, the Proposer shall provide information for each affected category.

14.2.2 Failure to include a complete list of SDVE or HDVE Firms that will be used to meet the SDVE and HDVE Participation Goals may be grounds for rejection of the proposal.

14.2.3 The list of SDVE and HDVE Firms shall be submitted in addition to any other listing of subcontractors required in the Proposal Form or elsewhere in this document.

14.3 SDVE Participation Computation

14.3.1 The Proposer may count toward the Goals only expenditures to SDVE Firms or HDVE Firms that perform a commercially useful function in the work of a contract. An SDVE Firm or HDVE Firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work or contract and is carrying out its responsibilities by actually performing, managing and supervising the work.

14.3.2 The Proposer may count toward its SDVE and HDVE Participation Goals work granted to a second or subsequent tier subcontractor that is an SDVE or HDVE Firm provided the SDVE or HDVE Firm assumes the actual and contractual responsibility for performing work on the project. The Proposer may count toward its SDVE and HDVE Participation Goals expenditures for materials and/or supplies obtained

from an SDVE or HDVE Firm, provided the SDVE or HDVE Firm assumes the actual and contractual responsibility for the provision of the materials and/or supplies. To perform a commercially useful function, a supplier or manufacturer that is an SDVE or HDVE Firm must be responsible for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.

14.3.3 An SDVE or HDVE Firm does not perform a commercially useful function if its role is solely that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. In determining whether a firm is such an extra participant, the Owner will examine similar transactions, particularly those in which SDVE or HDVE Firms do not participate.

14.3.4 A Proposer that is a certified SDVE or HDVE may count one hundred percent (100%) of the contract amount towards the applicable SDVE or HDVE Participation Goal, less any amounts awarded to another SDVE or HDVE Firm.

14.3.5 If the Proposer is a joint venture and the joint venture itself is certified as an SDVE or HDVE Firm, the joint venture may count toward the SDVE and HDVE Participation Goals that portion of the total dollar value of the work equal to the percentage of the ownership and control of the SDVE or HDVE Firm that is a participant in the joint venture. When an SDVE or HDVE Firm performs work as a participant in a joint venture where the joint venture is not separately certified as an SDVE or HDVE Firm, only the portion of the Contract Sum equal to the distinct, clearly defined portion of the work that the SDVE or HDVE Firm performs with its own forces shall count toward the SDVE and HDVE Participation Goals.

14.4 Certification of SDVE and HDVE Firms

14.4.1 The Proposer shall submit, within forty-eight (48) hours of the time for receipt of proposals, to the University Contracting Officer, the information requested in the "SDVE/HDVE Compliance Evaluation Form" for every SDVE or HDVE Firm the Proposer intends to award work to under the contract to meet the SDVE and HDVE Participation Goals.

14.4.2 The Proposer is responsible for obtaining information regarding the certification status of an SDVE or HDVE Firm. Firms must be certified as an SDVE or HDVE, as applicable, by the State of Missouri, Office of Administration as of the date of proposal opening.

14.5 SDVE/HDVE Participation Waiver

14.5.1 The Proposer is required to make a good faith effort to locate and contract with SDVE and HDVE Firms. If a Proposer has made a good faith effort to secure the required SDVE and HDVE Participation and has failed, the Proposer shall submit within forty-eight (48) hours of the time for receipt of proposals, to the University Contracting Officer the information requested in "Application for SDVE/HDVE Participation Waiver." The Contracting Officer will review the Proposer's actions as set forth in the Proposer's "Application for Waiver" and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the SDVE and HDVE Participation Goals. If the Proposer is judged not to have made a good faith effort, the proposal may be rejected. Proposers who demonstrate that they have made a good faith effort to meet the SDVE and HDVE Participation Goals may be awarded the contract regardless of the actual percent of SDVE/HDVE Participation, provided that the proposal is otherwise acceptable and is determined to be the lowest, responsive, responsible proposal.

14.5.2 To determine the good faith effort of the Proposer, the Contracting Officer may evaluate factors including, but not limited to, the following:

14.5.2.1 The Proposer's attendance at pre-proposal conferences for the solicitation;

14.5.2.2 The Proposer's efforts and methods to provide SDVE or HDVE Firms with full sets of plans, specifications, or appropriate information in a timely manner to assist the SDVE or HDVE Firm in responding to the Proposer's solicitation. This could include conducting market research to identify SDVE/HDVE Firms, and providing emails or written notices to all certified SDVE/HDVE Firms listed in OA's directory that specialize in the areas of work desired and which are located in the applicable area or surrounding areas as early in the acquisition process as practicable. Pro forma mailings to SDVE/HDVE Firms requesting bids/proposals are not alone sufficient to satisfy good faith efforts;

14.5.2.3 The Proposer's efforts to make initial contact with at least three (3) SDVE or HDVE Firms for each category of work to be performed, its follow up with those contacted, and whether the Proposer received a proposal for those categories of work;

14.5.2.4 The Proposer's efforts to assist interested SDVE/HDVE Firms in obtaining bonding, lines of credit, or insurance or the efforts made to assist in obtaining necessary equipment, supplies, materials, or related assistance or services;

14.5.2.5 The extent to which the Proposer divided work into projects suitable for subcontracting to SDVE/HDVE Firms including, where appropriate, breaking out contract work items into economically feasible units, for example, smaller tasks or quantities to facilitate SDVE and HDVE participation, even when the Proposer might otherwise prefer to perform the work with its own forces. Prime contractors are not, however, required to accept higher quotes from SDVE/HDVE Firms if the price difference is excessive or unreasonable, but the fact that there may be some additional costs involved in finding and using SDVE/HDVE Firms is not in itself sufficient reason for a Proposer's failure to meet the contract SDVE/HDVE percentage, as long as such costs are reasonable;

14.5.2.6 The Proposer's ability to provide sufficient evidence in the form of documentation that supports the information provided;

14.5.2.7 The reasons provided by the Proposer for the inability to reach a contract percentage and the ability of other Proposers to meet the percentages, if applicable;

14.5.2.8 Actual past participation of SDVE/HDVE Firms achieved by the Proposer; and

14.5.2.9 The rejection of an SDVE/HDVE Firm solely because its quotation for work was not the lowest received is not a sufficient good faith effort. However, a Proposer is not required to accept an excessive or unreasonable quote in order to satisfy contract percentages.

14.6 Submittal of Forms

14.6.1 Within forty-eight (48) hours of the time for receipt of proposals, the apparent low Proposer shall submit to the University Contracting Officer all SDVE/HDVE Compliance Evaluation Form(s), and/or Application for Waiver with supporting information, and an "Affidavit of SDVE/HDVE Participation" for every SDVE and HDVE Firm the Proposer intends to award work on the contract. The affidavit will be signed by both the Proposer and the SDVE/HDVE Firm. Failure to submit the documents in the time indicated may result in rejection of the proposal.

14.7 Additional Proposal/Proposer Information

14.7.1 The Contracting Officer reserves the right to request from the apparent low Proposer additional, clarifying information regarding the Proposer's SDVE and HDVE Participation and supporting documentation. The Proposer shall respond in writing to the Contracting Officer within twenty-four (24) hours of a request.

14.7.2 The Contracting Officer reserves the right to request additional information after the Proposer has responded to prior requests. This information may include follow-up and/or clarification of the information previously submitted.

14.7.3 The Proposer shall provide to the Owner information related to the SDVE and HDVE Participation included in the Proposer's proposal, including, but not limited to, the complete Application for Waiver, evidence of certification of participating SDVE and HDVE Firms, dollar amount of participation of SDVE and HDVE Firms, information supporting a good faith effort as described above, and a list of all SDVE and HDVE Firms that submitted proposals to the Proposer with the SDVE or HDVE Firm's price, and the name and the price of the firm awarded the scope of work.