



REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT AT RISK
PART A: PRE-CONSTRUCTION SERVICES (Design-Assist) and
PART B: CONSTRUCTION SERVICES

Kinesiology, Hospitality Management and Athletic Administration Complex
University of Louisiana At Lafayette
Lafayette, Louisiana
Project No. 19-640-22-01, F.19002469

February 12, 2024

REQUEST FOR QUALIFICATIONS CONSTRUCTION MANAGEMENT AT RISK

ISSUE DATE: February 12, 2024

TITLE: **PART A: PRE-CONSTRUCTION SERVICES (Design-Assist) and
PART B: CONSTRUCTION SERVICES**

**Kinesiology, Hospitality Management and Athletic Administration Complex
University of Louisiana At Lafayette
Lafayette, Louisiana
Project No. 19-640-22-01, F.19002469**

ISSUED BY: State of Louisiana
Division of Administration
Facility Planning and Control
Claiborne Building
1201 North Third Street, Suite 7-160
Baton Rouge, LA 70802

The electronic submission of **“PROPOSALS” (Statements of Qualifications)** will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control until **2:00 PM local time, Wednesday, March 13, 2024**, for furnishing the work described herein. The **“PROPOSAL”** must be titled **“PART A: PRE-CONSTRUCTION SERVICES (Design-Assist) and PART B: CONSTRUCTION SERVICES Kinesiology, Hospitality Management and Athletic Administration Complex, University of Louisiana At Lafayette, Lafayette, Louisiana, Project No. 19-640-22-01, F.19002469”** and title indicated in the subject line of the email.

In compliance with this Request for Qualifications and with all Conditions imposed herein, the undersigned offers and agrees to furnish services in accordance with the attached signed Proposal.

I certify that I have read and understand this Request for Qualifications and am duly authorized to sign this proposal for the Proposer. I certify that the language in this document has not been altered in any way and appears as originally transmitted by the issuing authority.

NAME AND ADDRESS OF FIRM (PROPOSER):

_____ DATE: _____
_____ BY: _____
_____ NAME: _____
_____ TITLE: _____
_____ PHONE: _____
_____ EMAIL: _____

PROPOSAL (including all attachments) shall be submitted in electronic format only and emailed to: FPC-RFQ@la.gov prior to the stipulated deadline for receipt of Proposals (Statements of Qualifications).

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK

PART A: PRE-CONSTRUCTION SERVICES (Design-Assist) and

PART B: CONSTRUCTION SERVICES

Kinesiology, Hospitality Management and Athletic Administration Complex

University of Louisiana At Lafayette

Lafayette, Louisiana

Project No. 19-640-22-01, F.19002469

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1.0 GENERAL INFORMATION

1.1 INTRODUCTION AND PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Proposals (Statements of Qualifications) from qualified applicants to award contracts for Part A: Pre-Construction Services (Design-Assist) and Part B: Construction Services for the State of Louisiana (herein defined as “State” or “Owner”). Owner intends to contract with a qualified CMAR contractor to provide Pre-Construction Services and Construction Services, including guaranteeing the maximum cost of construction through a Guaranteed Maximum Price (GMP) contract. The contracting of Part B: Construction Services with the successful CMAR contractor will be at the Owner’s option. Selection of the CMAR contractor will be a selection method based on the criteria evaluation and scoring addressed in Section 5 of this RFQ. The Owner seeks a qualified CMAR contractor to coordinate the day-to-day facilitation, communication and management of pre-construction design assist and construction of this Project for the various components described in this RFQ. It is anticipated that the CMAR contractor will be responsible for and accountable to manage several second tier contractors.

“If owner and the CMAR contractor are not able to agree upon constructability, construction phasing and sequencing, the GMP for the project, the maximum number of contract days to complete the project, and to reach a negotiated agreement, then the project shall be re-advertised and publicly bid utilizing the design-bid-build delivery method, provided the CMAR contractor shall be prohibited from bidding on the project.” La. R.S. 38:2225.2.4(G)(6).

1.2 GENERAL DESCRIPTION AND BACKGROUND

This project consists of the design and construction of a new 70,000 s.f. multi-story Kinesiology, Hospitality Management and Athletic Administration Building for the University of Louisiana At Lafayette to be constructed on the East side of Cajun Field . Also included is hazard materials remediation and demolition of the existing Athletics Administration Building once the new facility is completed and occupied.. See Section 7 and Exhibit C for further details.

The estimate of the Guaranteed Maximum Price (GMP) for this Project is \$32,550,000.00 and the target date for completion is February 1, 2027.

Barras Architects w/ RHH Architects, APAC, A Joint Venture has been selected as the Designer (Professional of Record) for this Project. Proposers shall have no communications with the Designer regarding this RFQ prior to selection of the CMAR contractor.

The CMAR contractor shall determine whether certain elements of the entire project can be completed simultaneously while considering the Owner’s priority in overall schedule and completion of the various subparts / phases as applicable and shall be responsible for making final determinations on scheduling, the limits of construction amongst the various phases (where applicable), and the management of all aspects of the construction activities with the goal being the delivery of the subparts/ phases within the stipulated contract time (refer to Section 11: Project Schedule and Exhibit A: DRAFT Owner / Construction Manager Agreement AIA A133-2009).

1.3 WORK TO SUPPORT AN ACCELERATED START

Advanced Construction Start (ACS) construction activities at the Owner's option may be amended into / become part of the Part A: Pre-Construction Services contract accompanied by a mutually agreed upon increase/adjustment in the pre-construction services fee, contract amount and contract time. Note that a 100% Performance and Payment Bond will be required for the total value of the construction activities amended into the Part A contract. Examples of related construction activities, include but are not limited to the following:

1.3.1 ENVIRONMENTAL REMEDIATION /SELECTIVE DEMO (where applicable)

Accelerated delivery of the project is a priority within the overall program. The CMAR contractor shall develop fast track schedule(s) for delivery of the completed project inclusive of subcontracts, shop drawing approvals, fabrication, testing and installation. Mock-ups and related testing in a laboratory setting, if required, shall be coordinated and supervised by the CMAR contractor and observed/confirmed by the Designer.

1.3.2 TEST PILE PROGRAM (where applicable)

It is anticipated that a Test Pile Program will be implemented prior to the award of the Part B: Construction Services contract. If required, the CMAR contractor may be asked to implement a program intended to gather data to verify loading conditions for pile supported structures (where applicable)

1.3.3 FILL, SURCHARGE AND WICKING (where applicable)

If deemed necessary during the design phase, fill and surcharge fill may be placed to assist in elevating the grade and compacting underlying soils to prepare for construction. In that process, settlement would be anticipated. To accelerate settlement to allow construction to commence, a program of wicking excess water from the compacting soils may be required. If required, the CMAR contractor may be asked to implement the fill, surcharge and wicking program prior to the delivery of the GMP proposal and Part B: Construction Services contract. Geotechnical monitoring and/or testing, as deemed necessary, shall be provided by the Owner.

1.3.4 LONG LEAD ORDERS

Due to the Owner's desire to complete the project as soon as possible, the CMAR contractor shall identify long-lead items (i.e. lab casework, mechanical / electrical equipment, structural steel, etc.) for inclusion in the ACS activities.

1.4 STATEMENT OF INTENT

The Owner intends to use the CMAR delivery method for this Project due to the benefits it creates to the Owner and to the public interest through collaboration, a team approach, cost control, the ability for advance start work to accelerate the schedule, to alleviate cost risks and to ensure meeting the budget with a GMP proposal on time and in budget.

1.4.1 PROJECT TEAM

1.4.1.1 Owner will have a primary representative for the project who will provide oversight and assist in all matters of project coordination and decision-

making. The CMAR contractor shall establish a field office on the project site upon Owner's Notice to Proceed for Part B: Construction Services.

- 1.4.1.2 Owner has or will contract with consultants for complete program management, space and functional programming, architectural, engineering, environmental, and other professional services.
- 1.4.1.3 Owner intends to pursue the selection method described in Section 5 of this RFQ for the CMAR contractor.
- 1.4.1.4 At this time, Owner intends to utilize a selection process to procure Construction Management Pre-Construction (Design-Assist) and Construction Services delivered under two separate contracts. The Part A: Pre-Construction Services (refer to Exhibit A – Owner / Construction Manager as Constructor Agreement AIA A133 -2009 as modified by Owner) will bring the successful proposer into the Project to provide advice, estimating support, constructability analyses, scheduling support, site logistics, bid trade strategy, construction strategy, and optional ACS activities referenced in paragraph 1.3, if needed, and other services to aid the Owner and Designer in developing the most cost effective approach for the Project in an effort to negotiate a construction services agreement. Part B: Construction Services (refer to Exhibit A – Owner / Construction Manager as Constructor Agreement AIA A133 -2009 as modified by Owner) shall be contracted separately. Owner reserves the right to award the Part B: Construction Services contract. If the Owner and CMAR contractor are able to negotiate, establish, and agree upon a GMP to render construction services for the project, and additionally, to agree on constructability, construction phasing and sequencing, the maximum number of contract days to complete the project, the Owner may then award the contract for the construction services to the CMAR contractor for the construction phase of the contract.
- 1.4.1.5 After the issuance and execution of the Part A contract, the CMAR contractor, in conjunction with the Designer, shall implement a process for prequalification, selection and/or confirmation of key subcontractors. The key subcontractor prequalification, selection and confirmation process is anticipated to involve the CMAR contractor, the Designer, the Owner and others to in order to promote a selection method which will:
 - 1.4.1.5.1 To the greatest extent possible, maximize the participation of Disadvantaged Business Enterprise (DBE), Hudson Initiative Small Entrepreneurship (SE), and Veteran-Owned Firms.
 - 1.4.1.5.2 Ensure that Owner's Key Project Values are achieved. (Section 8)
 - 1.4.1.5.3 Ensure alignment with relevant sections of Exhibit A - Owner / Construction Manager Agreement (AIA A133-2009 as modified by Owner), and Exhibit B - General Conditions of the Contract (AIA A201-2017 as modified by Owner), included by attachment to this RFQ.
- 1.4.1.6 The CMAR contractor will be an integral member of the Project Delivery Team and accordingly will be actively involved in all aspects of design assistance, value engineering and creative problem solving related to the

construction, occupancy and post occupancy of the Project. The CMAR contractor shall provide detailed design review(s) for constructability, analysis and recommendations regarding the performance of the design in relationship to quality, budget confirmation, phasing determinations, and schedule compliance all in a collective effort to deliver the most cost effective project. In providing services to the Owner, the CMAR contractor shall cooperate with and maintain a high-degree of professionalism with the entire Project delivery team.

2.0 ADMINISTRATIVE INFORMATION

2.1 DEFINITIONS

For purposes of this Request for Qualifications, the following words and terms shall have the meaning specified below:

1. **Available Funds for Construction (AFC)** shall mean the total funds available for construction of the project (exclusive of Owner, CMAR contractor, and Optional Items contingencies).
2. **Agreement** shall mean the terms and conditions outlined in Exhibit A - DRAFT Owner/Construction Manager Agreement (Part A: Pre-Construction Services and/or Part B: Construction Services) AIA A133-2009 as modified by Owner (or contract).
3. **Designer** shall mean the licensed architectural or engineering firm retained by the Owner to provide design services for the Project, including its agents and representatives. “**Design professional**” means an engineer, architect, or landscape architect who has secured a professional license from the appropriate Louisiana registration board as required by state law and who is selected by the owner in accordance with state law. Referred to herein as “Designer”.
4. **Building Information Modeling (BIM)** shall mean the process of constructing, using and distributing electronic models of a facility’s building(s) and site. The CMAR contractor shall be expected to collaborate with Owner and Designer to develop a BIM implementation plan to support a quality assurance program and expedite the construction process.
5. **Construction Manager at Risk Contractor (CMAR contractor)** shall mean the successful proposer contracted to provide overall Construction Management at Risk services for the Project, as defined in La. R.S. 38:2225.2.4(B)(2).
6. **Design-Assist** shall mean the role of the CMAR contractor in the design process in making early determinations regarding means/methods, cost analyses, selection of subcontractors (mechanical, electrical, etc.) prior to the completion of the contract documents in order to assist the Designer with field constructability issues, conflict resolution amongst the various trades, selection of long-lead-time equipment items and alignment of the design and program scope within an established budget.
7. **General Conditions** shall mean those terms and conditions under which the Owner, CMAR contractor and Designer will work together during the construction process, as set forth in Exhibit B - General Conditions of the Contract as modified by Owner (AIA A201-2017).

8. **Guaranteed Maximum Price (GMP)** shall mean the total maximum not-to-exceed dollar amount for construction of the project (inclusive of Owner, CMAR contractor, and Optional Items contingencies).
9. **Key Subcontractor** shall mean any vendor with a direct contractual relationship under the selected CMAR contractor.
10. **LEED** shall mean the “Leadership in Energy and Environmental Design” Green Building Rating System developed by the U.S. Green Building Council. Commissioning for the certification of **LEED is not part of this contract** unless specifically noted. Any reference in the contract documents to LEED is for the express purpose of establishing an equivalency standard.
11. **Local Firm** shall mean any firm with an established office located in the State of Louisiana.
12. **Owner** shall mean the State of Louisiana, Division of Administration, Facility Planning and Control, including its agents and representatives.
13. **Project Management Control System (PMCS)** shall mean Prolog, Prolog Website, Procore, or any other PMCS mutually agreed between Owner, Designer and CMAR contractor.
14. **Project** shall mean the design, construction and/or renovations, furnishing and equipping of the new or existing facility.
15. **Project Team or Project Delivery Team** shall mean the Owner, User Agency, Designer, CMAR contractor and their respective agents and representatives.
16. **Proposal(s)** shall mean a written Proposal (or Statement of Qualifications) based on the terms and conditions contained in this RFQ for the selection of a CMAR contractor to provide Pre-Construction Services and, at Owner’s option, Construction Services for the Project.
17. **Proposal Due Date** shall mean the deadline for receipt of Proposals established in the RFQ.
18. **Proposer(s)** shall mean those entities or persons submitting a Proposal for this RFQ, including their agents and representatives.
19. **RFQ** shall mean this Request for Qualifications, including all addenda, attachments, and exhibits thereto.
20. **Selection Review Committee** shall mean a group of five (5) individuals appointed by the Owner comprised of one licensed design professional in the discipline of but not involved in the project, one licensed contractor, one owner representative, and two members at large in accordance with La. R.S. 38:2225.2.4(B)(5) to review RFQ Proposals, score and rank the proposers, and recommend award to the best-qualified firm(s) for CMAR services.

2.2 EXPECTED TIME PERIOD FOR CONTRACT

The period of any contract resulting from this RFQ is tentatively scheduled to begin with the award of the Part A: Pre-Construction Services contract and may extend through the

Part B: Construction Services contract one-year contractor warranty period and formal closeout of the project, as outlined in Section 11 - Project Schedule. The Part A: Pre-Construction contract shall be a total of **580** calendar days and shall extend through the delivery of the GMP Proposal. The Part B: Construction Services contract shall be an estimated total of **270** calendar days, exclusive of any Advance Construction Start activities amended into the Part A: Pre-Construction Services contract.

2.3 RFQ COORDINATOR

Request for copies of the RFQ and written questions must be directed to the RFQ Coordinator below.

Bobby Boudreaux, CMAR Coordinator
RFQ Coordinator
State of Louisiana Division of Administration
Office of Facility Planning and Control
Claiborne Office Building
1201 North Third Street, Suite 7-160
Baton Rouge, LA 70802
Email : bobby.boudreaux@la.gov

The RFQ is posted in electronic format at the Division of Administration's Office of State Purchasing & Travel Louisiana Procurement and Contract Network (LaPAC) website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>

2.4 ISSUING OFFICE

The RFQ is being issued by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.

2.5 SCOPE

This document contains instructions governing the Proposal (Statement of Qualifications) submittal; the submittal format, and the material contained therein; product requirements, evaluation criteria; and contractual terms and conditions.

2.6 INQUIRIES

The State will consider written Proposer inquiries regarding RFQ requirements or Scope of Services up until the deadline stipulated in the Schedule of Activities. The State reserves the right to modify this RFQ should modification be in the best interest of the State.

2.7 COMMUNICATIONS

From the issuance of this RFQ until the Part A: Pre-Construction Services contract award, communications concerning this solicitation, its evaluation, and negotiations are formal. All correspondence must be in writing and transmitted directly to the RFQ Coordinator identified in Section 2.3. Proposers are not permitted to ask questions about competitor proposals, equipment, or services, or to seek information from State of Louisiana personnel, the Designer or their consultants, or the RFQ Coordinator regarding this RFQ prior to the written recommendation to award the contract by the selection review committee to the Owner. If a Proposer is approached by State of Louisiana personnel other than the RFQ Coordinator with information or questions concerning this RFQ, the Proposer shall immediately contact the RFQ Coordinator for direction. Failure to abide by this formal communication requirement may result in disqualification.

2.8 ADDENDA TO RFQ

Addenda to this RFQ may be issued in response to formal questions or to clarify requirements prior to the closing date stipulated in the Schedule of Activities (2.9) and will be posted on LaPAC and made available to Proposers. The State reserves the right to revise the Schedule of Activities or revise any part of the RFQ by issuing Addenda to the RFQ up to 72 hours prior to the deadline for receipt of Proposals. If an addendum is issued within 72 hours of the proposal deadline, an appropriate time extension for submission of Proposals will be granted. The Acknowledgement of Addenda Form, shall be submitted with the Proposal.

2.9 SCHEDULE OF ACTIVITIES

RFQ Posted to LaPAC / Publicly Advertised (first run).....	Feb 12, 2024
RFQ Publicly Advertised (second run).....	Feb 19, 2024
Pre-Proposal Conference	Feb 27, 2024
Closing Date for Questions.....	Mar 1, 2024
State’s Response to Written Questions	Mar 6, 2004
Proposals (Statements of Qualifications) due no later than 2:00 PM	Mar 13, 2024
Selection/Recommendation of Proposer or Shortlist Announced.....	Mar 21, 2024
Shortlist Interviews.....	Apr 3, 2024
Division of Administration Approval of Committee Selected CMAR.....	Apr 4, 2024
CMAR selection announcement Target Date	Apr 5, 2024
CMAR pre-construction design-assist kickoff meeting.....	Apr 11, 2024
Part A Contract execution target date	Apr 12, 2024

2.9.1 PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal Conference will be held at 10:00 AM CST on Tuesday, February 27, 2024, Moncus Hall, Fourth Floor Rm 422, 501 West St. Mary Blvd, Lafayette LA 70506.

2.9.2 RIGHT TO AMEND/CHANGE SCHEDULE

The State of Louisiana reserves the right to amend and/or change this schedule of RFQ activities, as it deems necessary.

2.10 CONTRACTUAL DOCUMENT

This RFQ and the selected Proposal will become part of the legally binding Agreement (contract) between Owner and Proposer per Section 3.13. Should the selected Proposer fail to meet the standards and obligations set forth in this RFQ and the selected Proposer’s Proposal, Owner reserves the right to terminate and cancel the Agreement (Contract).

2.11 REPORT DISCREPANCIES, ERRORS AND OMISSIONS

If a Proposer discovers any discrepancy, error or omission in this RFQ or any Exhibits, the RFQ Coordinator shall be notified immediately via email as provided in Sections 2.3 and 2.6 and if necessary, a written clarification and/or notification will be issued by addendum and posted to LaPAC. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in this RFQ.

2.12 EXCEPTIONS TO TERMS AND CONDITIONS

Owner reserves the right to negotiate the terms, conditions and services as outlined within this RFQ, the Agreement (contract) and General Conditions prior to execution of the contract.

2.13 PRE-CONSTRUCTION SERVICES

The Part A: Pre-Construction Services stipulated fixed fee is **\$125,000.00** and shall be billed following completion of services rendered for the various phases of basic design as follows:

SCHEMATIC DESIGN	25%
DESIGN DEVELOPMENT	25%
50% CONSTRUCTION DOCUMENTS	20%
90% CONSTRUCTION DOCUMENTS	20%
<u>100% CONSTRUCTION DOCUMENTS</u>	<u>10%</u>
TOTAL = 100%	

Owner reserves right to extend pre-construction services beyond date indicated in Project Schedule without an increase in compensation owed the CMAR contractor.

2.13 BUILDING INFORMATION MODELING (BIM) IMPLEMENTATION

As part of pre-construction and construction services the CMAR Contractor shall work with the Owner and Architect to define Building Information Modeling (BIM) criteria for the Project. Collaborative completion of the AIA Document E203™-2013 Building Information Modeling and Digital Data Exhibit is anticipated. Complying with the BIM criteria, the Designer will develop the BIM model throughout the design process and deliver a compatible BIM model for use by the CMAR Contractor for preconstruction and construction services. The CMAR Contractor shall maintain and/or update the BIM model throughout the duration of construction and deliver to the Owner complete electronic models of as-built conditions for use by the Owner. The CMAR Contractor is responsible for cost, if any, associated with any online transfer website arranged by Designer.

3.0 PROPOSAL INFORMATION

3.1 MINIMUM QUALIFICATIONS OF PROPOSER

In order for proposer to be considered for this Project, Proposer must meet the following minimum qualifications. Proposers must be able to document:

1. Proposer shall certify that the person, corporation, limited liability company, limited partnership, limited liability partnership, general partnership, joint venture or any other type of legal entity signing any contract emanating from this RFQ is a duly licensed Louisiana General Contractor in the Building Construction classification required for performance of the Project and satisfy all legal requirements for licensure established by the State Licensing Board for Contractors for the Project.
2. A minimum of five (5) years of experience as a Construction Manager at Risk or General Contractor providing pre-construction services and having a portfolio consisting of a minimum of five (5) completed projects within the past ten (10) years of similar means of construction and/or renovation of commercial construction projects of over twenty thousand (**20,000**) gsf. In the event the Proposer is a joint venture, the years of experience of the constituent entities of said joint venture may be combined to arrive at the five (5) year experience and

five (5) project requirements herein. In the event of acquired or merged companies, the acquired company's prior years of experience and projects can be counted by the newer acquiring company/Proposer towards fulfillment of the five (5) year experience and five (5) project requirements herein.

3.

3.2 GENERAL REQUIREMENTS

Proposers interested in providing services under this RFQ must submit a Proposal containing the information specified in Section 4.0. The fully completed Proposal (including attachments) must be received by the RFQ Coordinator designated above by the deadline date specified in the Schedule of Activities. **Fax submissions are not acceptable.** Proposals must be delivered electronically to the following email address: FPC-RFQ@la.gov

All information requested should be submitted; failure to submit all requested information may result in an unfavorable evaluation or rejection of the Proposal. Documentation submitted with the Proposal should be a part of a single volume. Elaborate attachments and other representations beyond those sufficient to present a complete and effective Proposal are not required.

3.3 STANDARDS OF RESPONSIBILITY

Proposer should ensure that his/her/its Proposal contains sufficient information for the State to make its determination by presenting acceptable evidence to perform the duties and obligations called for under the contract.

3.4 RFQ ADDENDA

Failure to acknowledge receipt of Addenda on the Acknowledgement of Addenda Form, provided in this RFQ, may result in a Proposal being considered non-responsive.

3.5 WAIVER OF ADMINISTRATIVE INFORMALITIES

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any Proposal.

3.6 PROPOSAL REJECTION

The issuance of this RFQ does not constitute a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel the announcement if it is determined to be in the State's best interest.

3.7 WITHDRAWAL AND RESUBMISSION OF PROPOSAL

A Proposal may be withdrawn at any time up to the date and time the Proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFQ Coordinator.

3.8 SUBCONTRACTING INFORMATION

The State shall have a single CMAR contractor as the result of any contract negotiation, and that CMAR contractor shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, a Proposer may enter into subcontractor agreements in accordance with the subcontractor selection goals outlined in Section 1.4.1.5

of this RFQ; however, a Proposer should acknowledge in its Proposal total responsibility for the entire contract.

3.9 OWNERSHIP OF PROPOSAL

All materials submitted in response to this request become the property of the State. Selection or rejection of a proposal does not affect this right.

3.10 PROPRIETARY INFORMATION

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Proposal identified as proprietary must be clearly marked in the Proposal and will be handled in accordance with the Louisiana Public Record Act R.S. 44:1-44 and applicable rules and regulations. With the Proposal, the Proposer must submit an additional fully redacted version of the Proposal which removes any and all proprietary information. The Proposer should be aware that the redacted version of the Proposal may be produced in response to a Public Records Request or posted on the State's website. The State shall not be held liable for the release of any proprietary information contained in the redacted version of the Proposal in response to a Public Records Request. In submitting a Proposal, the Proposer expressly agrees to indemnify and hold harmless the State in all actions or court proceedings (including attorney fees) which seek to order the State to disclose this proprietary, confidential, and/or trade secret information. Any Proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 COST OF PREPARING PROPOSALS

Costs associated with developing the Proposal, preparing for interviews/presentations, and any other expenses incurred by the Proposer in responding to this RFQ are entirely the responsibility of the Proposer. The State shall not be held liable for the reimbursement of any of these costs.

3.12 ERRORS AND OMISSIONS IN PROPOSALS

The State will not be liable for any errors and/or omissions in Proposals. The State reserves the right to make corrections or amendments due to errors identified in Proposal(s) by State or Proposer. The State, at its option, has the right to request clarification or additional information from Proposers.

3.13 CONTRACT AWARD AND EXECUTION

The RFQ and Proposal of the selected Proposer will become part of the contract initiated by the State. In case of any discrepancy between the documents, the order of precedence will be as follows: AIA A133-2009 Standard Form of Agreement Between Owner and CMAR contractor where the CMAR contractor is also the Constructor, as modified by Owner, AIA A201-2017 General Conditions of the Contract, as modified by Owner, Owner's Construction Documents, inclusive of drawings, addenda during proposal period and acknowledged by Proposers, Project Manual including the Specifications, all exhibits, instructions, provisions, amendments, and post-bid addenda attached thereto, Owner's RFQ with addenda, followed by the Proposal.

3.14 CODE OF ETHICS

Proposers are responsible for determining that there will be no conflict or violation of the Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) if he/she/it is awarded the contract. The Code of Governmental Ethics is interpreted by the Louisiana Board of Ethics. Proposers are required to disclose any and all conflicts of interest or issues that could

reasonably be perceived as conflicts of interest or in violation of the Code of Governmental Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 PROPOSAL SUBMISSION

Proposals must be received on or before the date and time specified in the Schedule of Activities, unless said date is modified by the Owner. The Proposal must be electronically delivered to the RFQ Coordinator listed above. It is solely the responsibility of the Proposer to assure that his/her/its Proposal is received prior to the deadline for submission. Proposals that, for any reason other than the fault of the Owner, are not received timely may be deemed non-responsive and may not be considered.

4.2 PROPOSAL FORMAT

The State requires that the Proposal (including attachments) be submitted in PDF format and delivered electronically to the RFQ Coordinator at FPC-RFQ@la.gov.

Proposals must be signed by persons (s) or agent(s) duly authorized to sign proposals or contracts on behalf of the Proposer.

Proposals should not be more than fifty (50) pages in length and be no smaller than 10-point type. The page limit excludes the information requested in the INTRODUCTORY SECTION – GENERAL INFORMATION portion of the RFQ, listed below. The page limit also excludes covers, tabs and dividers. A page is defined as one 8 ½” x 11” page. All pages must be numbered.

4.3 SPECIFIC REQUIREMENTS OF THE PROPOSAL

The following components are required for a complete submittal. Owner intends to evaluate and compare only Proposals that substantially conform to the terms and conditions of this RFQ. Owner reserves the right to reject any and all Proposals and to waive any informality. The Proposal response should be presented and submitted with the Introductory Section and under tabs as set forth below.

INTRODUCTORY SECTION - GENERAL INFORMATION. In the introductory section, please include the following information.

Intro.1.1. **SIGNED COVER LETTER AND ACKNOWLEDGEMENT OF ADDENDA FORM.** A signed cover letter requesting consideration regarding these CMAR services. The cover letter should be limited to one (1) page. A signed and dated Acknowledgement of RFQ Addenda Form.

Intro.1.2. **PROPRIETARY INFORMATION.** State if any information contained in this Proposal is being declared proprietary as discussed in Section 3.10 of this RFQ. Also, as per Section 3.10, Proposer should attach a separate version of the Proposal with any and all proprietary, confidential and/or trade secret information redacted.

Intro.1.3. **EXECUTIVE SUMMARY.** Provide a brief summary of the Proposal’s content, emphasizing any unique aspects or strengths of the Proposal. The executive summary should be limited to three (3) pages.

TAB 1: HISTORY, ORGANIZATION, AND FINANCIAL CONDITION OF THE PROPOSER

- T.1.1. **HISTORY.** Provide a narrative on the history of the Proposer including years in business and the depth of resources to provide pre-construction and construction services. Describe the operations of the Proposer, including number of employees, office locations, and legal structure. If the Proposer is a joint venture or includes partners as part of the CMAR, please explain the relationships of the parties, the operations of the joint venture or partner, including the number of employees, office location, and legal structure of said joint venture or partner.
- T.1.2. **ARBITRATION / LITIGATION PROCEEDINGS.** Identify any and all lawsuits and/or arbitration proceedings filed within the last ten (10) years that the Proposer has been and/or is a party.
- T.1.3. **DISCLOSURE OF CONFLICTS.** Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Proposer's performance of services, required under the CMAR Agreement should Proposer be selected as CMAR contractor. Disclose any relationships, whether existing or potential, which are not in compliance with the requirements of the Louisiana Code of Governmental Ethics should Proposer be selected as CMAR contractor.
- T.1.4. **REFERENCES.** (a) Provide the name, address and telephone number of no more than three project owners to act as references for the Proposer with whom Proposer has worked with within the last ten years. Identify the project(s), location(s), and services performed. (b) Provide the name, address and telephone number of no more than three design professionals to act as references for the Proposer or persons currently employed by the Proposer with whom Proposer has worked with within the last ten years. Identify the project(s), location(s), and services performed. (c) In providing the references, Proposer consents to Owner contacting Proposer's references for the purpose of evaluating Proposer qualifications.
- T.1.5. **ORGANIZATIONAL STRUCTURE.** This section of the Proposal should contain the following information and data:
- T.1.5.1. If the Proposer is a corporation, provide the following information:
- (a) Date of incorporation
 - (b) Place of incorporation, principle place of business, domicile address, and mailing address
 - (c) Officers and directors (include position, address, and telephone number)
 - (d) Affiliates, partner corporations, and subsidiaries
- T.1.5.2. If the Proposer is a general or limited partnership, provide the following information:
- (a) General partners (include address and telephone number)
 - (b) Limited partners, if applicable (include address and telephone number)
- T.1.5.3. If the Proposer is a joint venture, provide the following information:
- (a) Date of formation
 - (b) Name and address of each venture partner
 - (c) Principals of each venture partner

- (d) Venture partner holding the majority interest in the venture and its percentage of interest
- (e) Proposer shall include a copy of the Joint Venture agreement as an attachment to Proposal. Such attachment shall not count in the page limit stated in Section 4.2 – “Proposal Format.”

T.1.5.4. If the Proposer is a limited liability company, provide the following information:

- (a) Date of formation
- (b) Place of formation, principle place of business, domicile address, and mailing address
- (c) Name and address of each member and manager
- (d) Affiliates and subsidiaries

T.1.5.5. If the Proposer is not a corporation, limited liability company, general or limited partnership, or joint venture, please identify the type of business entity and provide any and all pertinent information including business address, principle place of business, domicile.

T.1.6. **TOTAL EMPLOYEES.** Provide the total number of employees (divided into full-time and part-time); and if sole proprietor, please state this.

T.1.7. **LICENSURE.** The Proposer shall certify that the person, corporation, limited liability company, limited partnership, limited liability partnership, general partnership, joint venture or any other type of legal entity signing any contract emanating from this RFQ is a duly licensed Louisiana General Contractor in the Building Construction classification as required for performance of the Project and shall satisfy all legal requirements for licensure established by the State Licensing Board for Contractors for the Project.

T.1.8. **FINANCIAL CONDITION AND INSURANCE REQUIREMENTS.**

T.1.8.1. The Proposer shall examine the bond requirements included in the AIA Document A201-2017, General Conditions of the Contract for Construction, and provide proof evidencing Proposer’s ability to provide a performance and payment bond equal to 100% of the contract amount, per the bond requirements referenced in Article 11.

T.1.8.2. The Proposer shall examine the insurance requirements included in the AIA Document A201-2017, General Conditions of the Contract for Construction, and provide an insurance certificate(s) evidencing Proposer’s liability coverages with minimum limits, per the insurance requirements referenced in Article 11.

TAB 2: QUALIFICATIONS AND STAFFING PLAN

T.2.1. **PRE-CONSTRUCTION ORGANIZATIONAL CHART AND STAFFING PLAN**

T.2.1.1. Describe Proposer’s Pre-Construction program in detail to provide an understanding of the qualifications of the Proposer to provide Pre-Construction services.

T.2.1.2. Proposer shall submit a summary description of the Pre-Construction Management Team. Include summary descriptions of key team members and how they have worked together in the past and plan to work together on this project to create value to Owner.

T.2.1.3. Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Part A contract. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.

T.2.1.4. The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.

T.2.1.5. Proposer should present a proposed staffing plan indicating Proposer's pre-construction staffing personnel and the monthly percentage of effort that is consistent with Section 11 - Project Schedule, and Section 13 – Sample Worksheet, Pre-Construction Services Staffing Plan, for the duration of the Part A: Pre-Construction Services contract. Roles for key personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description included in Section 9 - Pre-Construction Services Scope of Work.

T.2.1.6. Identify the relationships of any partner, joint venture or other vendor to Proposer intended to participate on the project in direct relationship to Owner and Designer. Any firms or individuals proposed to be in such direct relationships shall be named and clearly noted as such.

T.2.2. CONSTRUCTION ORGANIZATION CHART AND STAFFING PLAN

T.2.2.1. Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Part B contract. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.

T.2.2.2. The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.

T.2.2.3. Proposer shall present a proposed staffing plan consistent with Section 11 - Project Schedule, for the duration of the project. Roles for key personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description involving management of all phases (e.g. site work, additions [new construction], renovations [multiple phases], abatement, etc.), each to be delivered in a Construction Management at Risk approach. Final staffing will be adjusted to address the final detailed delivery strategy and associated staff and services.

T.2.2.4. Identify the relationships of any partner, joint venture or other vendor to Proposer intended to participate on the Project in direct relationship to Owner and Designer. Any firms or individuals proposed in such direct relationships shall be named and clearly noted as such.

- T.2.3. **KEY PERSONNEL.** For each person identified as Key Personnel by the Proposer, the following information should be provided in resume format:
- Name and title
 - Project responsibilities and roles
 - Educational background
 - Professional registrations and memberships
 - Years of relevant experience
 - Relevant project experience on comparable projects
- T.2.4 **SUB-CONTRACTOR RELATIONSHIPS.** Provide a narrative describing the Proposer’s relationship with the sub-contractor market for the specific project, given its scope, scale and location and the ability of the Proposer to garner interest from the sub-contractor market for both Pre-Construction and Construction services.

TAB 3: APPROACH AND METHODOLOGY

- T.3.1. **NARRATIVE OF MANAGEMENT APPROACH.** The Proposal should provide a detailed narrative of the management approach that will be used for the Project. The Proposer should identify any unique experience, qualifications, tools, techniques, and approaches that will best achieve the Project’s objectives. Proposer shall explain why and how it is industry leading in these areas.
- T.3.2. **APPROACH AND METHODOLOGY FOR PRE-CONSTRUCTION AND CONSTRUCTION SERVICES.** The following issues should be addressed for both Part A: Pre-Construction Services and Part B: Construction Services:
- T.3.2.1. Scheduling and scheduling management
 - T.3.2.2. Cost tracking and control
 - T.3.2.3. Project budget estimating and detailed construction cost estimating
 - T.3.2.4. Project documentation and reporting
 - T.3.2.5. Design review approaches
 - T.3.2.6. Construction coordination and management
 - T.3.2.7. Pre-construction and construction quality assurance and control plan
 - T.3.2.8. Software programs, web-based applications, and other computer applications proposed or required for construction management, scheduling, and cost management tasks
 - T.3.2.9. Approach and methodology to ensure that an accurate GMP is proposed in the Pre-Construction Services portion of the Project.
 - T.3.2.10. Approach and methodology to ensure that the GMP is met during the Construction Services portion of the Project.
- T.3.3. **UNIQUE CAPABILITIES AND RESOURCES.** Summarize any unique capabilities and/or resources that distinguish Proposer with regard to this Project.
- T.3.4. **DISADVANTAGED BUSINESS ENTERPRISE (DBE), HUDSON INITIATIVE SMALL ENTREPRENEURSHIP (SE), VETERAN PARTICIPATION.** Identify proposed strategy to maximize DBE, SE, and/or Veteran-Owned Firms participation on this Project. Additionally, identify representatives from DBE, SE, and Veteran-Owned Firms anticipated to work this Project, and the role of said firms (i.e., whether as a partner, joint venture participant, consultant, subcontractor, supplier, etc.).

T.3.5. **SAFETY PROGRAM.** The Proposal shall provide the following information and data and it shall be tied to project examples listed in TAB 4:

T.3.5.1. Name and qualifications of safety officer(s)

T.3.5.2. Narrative description of program

T.3.5.3. Training and safety education programs used

T.3.5.4. Maintenance of your firm's safety statistics

T.3.5.5. Organization chart showing relationship of safety officers to senior management of Proposer's organization

TAB 4: PAST PERFORMANCE AND EXPERIENCE ON SIMILAR PROJECTS

T.4.1. **EXPERIENCE WITH PRE-CONSTRUCTION SERVICES AND CONSTRUCTING MAJOR COMMERCIAL CONSTRUCTION PROJECTS.** Describe the Proposer's experience in the last ten (10) years, if applicable, with any construction projects involving pre-construction services of significant scope, similar to the Project. Include the following information in the description:

T.4.1.1. Project name, location, description, size and cost

T.4.1.2. Date of actual construction start and actual substantial completion compared to planned start and planned completion; explain variances

T.4.1.3. Original construction budget, GMP, final construction cost: explain variances

T.4.1.4. Contract Changes:

1. Number of contract changes and dollar amounts
2. Categories of contract changes
 - Owner scope change
 - Field conditions
 - Other (describe)

T.4.1.5. Owner and any other key project team members (include address and telephone number)

T.4.1.6. Services performed by the Proposer or persons currently employed by the Proposer as well as the Proposer's office performing the work (if applicable).

T.4.1.7. Designer of record.

T.4.1.8. Any awards, recognition, or communications related to the project

T.4.1.9. Personnel who worked on the project who are being proposed for the Project. Complete the Sample (Section 13).

T.4.1.10. Matrix of Prior Projects Portfolio and Key Personnel (Section 12) to demonstrate when the Key Personnel have worked together on other projects of similar scope and scale.

T.4.1.11. Identify and describe how any of the projects listed are similar to the Project and involve a similar scale and complexity.

T.4.2. **PRIOR EXPERIENCE -- DBE, SE, AND/OR VETERAN-OWNED FIRMS.** Identify and describe past projects where the Proposer partnered with DBE, SE, and/or Veteran-Owned Firms.

- T.4.3. **PREVIOUS PROFESSIONAL RELATIONSHIPS.** Identify and describe previous professional relationships, and/or collaboration with proposed team members, the Designer, and/or Owner.
- T.4.4. **PRIOR INNOVATIVE STRATEGIES.**
- T.4.4.1. Identify and describe past projects where the Proposer proposed and participated in creating and implementing innovative design alterations or alternatives that preserved quality at a lower cost. Provide examples of project deliverables (as attachment to proposal, pages are excluded from page limit of proposal).
- T.4.4.2 Identify and describe past projects where the Proposer proposed and delivered innovative delivery and procurement strategies. Provide examples of experience with alternate delivery strategies and innovative ways to speed up procurement and project delivery.
- T.4.4.3. Describe experience with BIM and 3, 4 and 5 D technologies.
- T.4.5. **SAFETY RECORD.** The Proposer shall provide its safety record (past five (5) years, if applicable) including:
- T.4.5.1. Man hours worked
- T.4.5.2. EMR rate and OSHA recordable rates
- T.4.5.3. Describe any OSHA violations and actions taken to correct and lessons learned

5.0 EVALUATION AND SELECTION

5.1 EVALUATION TEAM

Proposals will be evaluated by a selection review committee designated by the State for the purpose of determining Proposers qualified to deliver the Project, taking into consideration evaluation factors set forth in this section of the RFQ.

5.2 CLARIFICATION OF PROPOSAL

The State reserves the right to seek clarification of any Proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.3 ADMINISTRATIVE AND MANDATORY SCREENING

All Proposals will be reviewed to determine compliance with requirements as specified in the RFQ. Proposals found to be in non-compliance will be rejected from further consideration.

5.4 EVALUATION AND SELECTION PROCESS

Proposals and Interviews/Presentations, if applicable, will be evaluated/scored by the selection committee using the following criteria.

5.4.1 Proposal Evaluation / Selection Criteria

1-History, Organization, Financial Condition of Proposer

- Business organization and history of the Proposer

- Organization structure
- Financial condition

2-Qualifications and Staffing Plan

- Pre-Construction Program
- Experience of key personnel including proposed partners and others proposed in key roles for the project.
- Relationships with the sub-contractor market
- Pre-construction phase staffing plans
- Construction phase staffing plans

3-Approach and Methodology

- Management approach
- Project organization
- Expectation of being able to propose and meet an acceptable GMP on time that meets the Owner's expectations
- Unique capabilities/resources
- Proposed strategy to maximize DBE, SE, and/or Veteran-Owned Firms participation on this Project
- Safety program

4-Past Performance and Experience on Similar Projects

- Pre-construction and construction experience of Proposer and its Management Team on similar projects with comparable scale and complexity.
- Experience with innovative delivery and procurement strategies
- Experience in proposing innovative design alterations that preserve quality at less cost
- History of previous professional relationship(s) between proposed team members, the Architect, and the Owner
- Demonstration of ability to provide well integrated, team approach to pre-construction services on past projects
- Satisfaction on similar projects verified with past employers/customers.
- Past performance of DBE, SE and/or Veteran-Owned Firms participation on similar projects
- Safety record

5.4.2 Selection Process

5.4.2.1 Scoring and Ranking of Proposals & Vote to Recommend To Owner or Interview

- **Scoring and Ranking Procedure of Proposals**
 - Scoring will be in descending order with the highest total score representing the best score.
 - The scoring and ranking procedure will be as follows: The selection committee members will rank each Proposal 1st, 2nd or 3rd for each of the four evaluation and selection criteria listed in Section 5.4.1. The following scores are assigned to each rank: 1st = 3 points, 2nd = 2 points and 3rd = 1 point. The scores will then be totaled to derive a total score for each Proposer.

- **Vote to Recommend or Interview**
 - After scoring and ranking the Proposers' Proposals, the selection review committee may either: (1) vote to recommend in writing to the Owner that the Part A; Pre-Construction Services contract be awarded to the Proposer that received the highest total score on its Proposal; or (2) vote to grant an Interview/Presentation to the 3 Proposers with the highest scoring Proposals.
 - In the event that tied scores prevent a clear determination of the top 3 Proposers, the selection review committee will rank the highest scoring Proposals 1st, 2nd or 3rd to eliminate the tie(s).
 - If a tie persists such that the selection review committee cannot determine the top 3 Proposers, a coin toss will be employed to break the tie.

5.4.2.2 Interview/Presentation

- As set-forth in Section 5.4.2.1, the selection review committee may vote to hold Interviews/Presentations for certain Proposers.
- The Proposers granted an interview by the selection review committee will be required to participate in the Interview/Presentation with the Owner.
- The Owner will schedule the time and location of the Interview/Presentation.
- Each Proposer will be responsible for travel and lodging costs associated with the Interview/Presentation.
- Interview/Presentation will be conducted as follows:
 1. Each Interview/Presentation will be 45 minutes.
 2. Of the 45 minutes, up to 30 minutes will be allowed for the presentation by the Proposer
 3. Of the 45 minutes, no less than 15 minutes will be allowed for a question and answer session with the selection review committee
- The Interview/Presentation will be held pursuant to La. R.S. 42:17(A). See La. R.S. 38:2225.2.4(F)(4).

5.4.2.3 Scoring and Recommendation Following Interview/Presentation

- **Scoring and Ranking Procedure Following the Interview/Presentation**
 - Scoring will be in descending order with the highest total score representing the best score.
 - Scoring will follow the scoring procedure outlined in 5.4.2.1, taking into consideration the additional information provided during the Interview/Presentation.
 - The Proposer receiving the highest score will be recommended in writing to the Owner by the selection review committee for the Part A: Pre-Construction Services contract award.
 - In the event of a tie for first place, the Interview/Presentation rankings of each Proposer will be considered. The Proposer receiving the highest rank from each selection review committee member will be awarded one point.
 - The Proposer with the most points will be recommended in writing to the Owner by the selection review committee for the Part A: Pre-Construction Services contract award.

- The scoring determinations of the selection review committee shall be final except as provided in La. R.S. 38:2225.2.4(D).

5.5 AWARD PROCEDURE AND ANNOUNCEMENT OF CONSTRUCTION MANAGER AT RISK CONTRACTOR

Once the State intends to award to the successful Proposer the Part A: Pre-Construction Services contract and proceeds to negotiate terms for the Part B: Construction Services contract, unsuccessful proposers will be notified in writing. The award of a contract is subject to the approval of the Director of FP&C, Division of Administration.

- 5.5.1 Any award of Part A: Pre-Construction Services and/or Part B: Construction Services shall be subject to the requirements of the contract documents.
- 5.5.2 If the successful Proposer is awarded Part A: Pre-Construction Services, he/she/it will be deemed the CMAR contractor.
- 5.5.3 Award of Part B: Construction Services will be by separate Contract and shall be in accordance with La. R.S. 38:2225.2.4(G)(4).
- 5.5.4 Public records requests concerning the procurement of services through this RFQ shall be submitted to doapublicrecords@la.gov and shall be in accordance with LA R.S. 44:1, *et seq.*

6. CMAR CONTRACTOR REQUIREMENTS

6.1 CORPORATION REQUIREMENTS

If the CMAR contractor is a corporation not incorporated under the laws of the State of Louisiana, the CMAR contractor shall be prepared to obtain a certificate of authority pursuant to La. R.S. 12:301-302 from the Secretary of State of Louisiana. In addition, if the CMAR contractor is a corporation whose stock is not publicly traded, CMAR contractor will be required to file a “Disclosure of Ownership” with the Secretary of State of Louisiana. Proposer must certify that the entity signing any contract emanating from this RFQ is a duly licensed General Contractor in the State of Louisiana.

6.2 LAGOV VENDOR REGISTRATION

In order to contract with the State of Louisiana, the CMAR contractor must be registered as a vendor in the LaGov portal and must have an active vendor number. Registration is available through the Office of State Procurement Vendor Center at https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg. Questions about this process should be directed to the Vendor Help Desk at Vendr_inq@la.gov or 225-342-8010.

6.3 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the CMAR contractor in order to carry out the Agreement (contract), shall be protected by the CMAR contractor from unauthorized use and disclosure through the observance of the

same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the CMAR contractor. If the methods and procedures employed by the CMAR contractor for the protections of the CMAR contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with written consent of the State, to carry out the intent of this paragraph. The CMAR contractor shall not be required under the provision of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the CMAR contractor's possession, is independently developed by the CMAR contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the CMAR contractor to discuss and/or release information to the media concerning this project without prior express written approval of the State.

7. PROJECT DESCRIPTION

This project consists of the design of a new 70,000 s.f. multi-story Kinesiology, Hospitality Management and Athletic Administration Building for the University of Louisiana At Lafayette. The new facility will be constructed adjacent to the East side of Cajun Field consisting of classrooms, food service and dining, food services labs, kinesiology training, offices, conference rooms, hospitality management training, along with associated exterior hardscape, landscaping and utilities infrastructure extensions to serve the new facility. Also included will be hazardous materials remediation and demolition of the existing Athletic Administration Building once the new facility is completed and occupied. See Exhibit C for complete program.

The CMAR contractor shall be responsible for all coordination between the Owner, User Agency and the Designer required to integrate and install the following Project elements, which are included in the Project, but not in the CMAR contractor's contract scope:

- New equipment acquisitions and installation (non-building systems equipment)
- New non-fixed furniture acquisitions/installation and audio-visual (AV) equipment, if applicable
- Information Technology hardware (i.e. PCs, servers, etc.)

8. KEY PROJECT VALUES

In addition to meeting the basic programmatic needs for the Project, other key values and objectives of the Project include the following:

- A. **Schedule** – The preliminary Project schedule is included and is based on certain advance construction start activities commencing during the Part A: Pre-Construction Services contract. This is a significant project for the user agency. Accelerated delivery and efficient completion of the project is a key project value.
- B. **Cost** –The total budget for this Project, of which design and construction is only a component, must be kept to a minimum given the overall fiscal impact to the taxpayers of Louisiana.
- C. **Efficiency** – For renovation and/or new construction on sites adjacent to existing facilities, it is imperative that construction activities do not adversely affect user agency or third party

owner operations. All efforts to minimize disruption to the extent possible is a key project value. The CMAR contractor shall be required to identify the limits of construction, maintain the required fire separation between the construction zone and occupied portions of the adjacent user agency / owner facility where applicable and closely coordinate construction activities with the user agency in order to minimize disruption.

- D. **Sustainability** – While the Owner has not committed to a specific LEED goal for the project, the State has established minimum construction and energy standards that must be met by the design and construction team.
- E. **Team Attitudes and Behaviors** – The Project’s success will be highly dependent on the attitudes and behaviors of the individuals and teams involved. Therefore, the Owner desires to foster an environment that rewards positive thinking, advanced problem solving, a “can do” attitude and highly collaborative behavior. The successful CMAR contractor will behave and act accordingly. Problem and issue identification is part of any creative process. The successful CMAR contractor will assist the design team in solutions deliberately and collaboratively. The team will need to push beyond old ways of thinking and explore new ideas and approaches that streamline the project delivery and bring maximum value to the Owner. The team will need to think and relate differently than in traditional construction projects in order for the Owner to achieve its goals for speed, innovation and low cost.
- F. **Opportunity for Local, DBE, and Veteran-Owned Firm Participation** – Since this capital reinvestment for the user agency will be paid for in part by the citizens of the State of Louisiana, it is a key project value to maximize the participation of local, Disadvantaged Business Enterprise (DBE), and Veteran-Owned Firms as partners, joint venture participants, key subcontractors and suppliers. The process for pre-qualifying / selecting or confirming key subcontractors and suppliers will be in accordance with section 1.4.1.5 of this RFQ.

9. PRE-CONSTRUCTION SERVICES (DESIGN-ASSIST) SCOPE OF WORK

Key responsibilities of the selected CMAR contractor will be:

1. CMAR contractor shall ensure that the estimated cost of the project is kept current and shall ensure that the design of the project is progressing within budget and on schedule.
2. Assist Owner and Project team in refining and finalizing the project delivery strategy for the Project. CMAR contractor shall bring ideas, experience and expertise to the Project team and be involved in discussions related to Project delivery, with an emphasis on criteria of low cost, speed of delivery, high quality and safety.
3. CMAR contractor shall develop, based on in-progress construction documents and other documents furnished by the Designer, a detailed pre-construction and construction schedule for the Project. CMAR contractor shall offer innovative ideas to accelerate and/or otherwise improve project delivery.
4. CMAR contractor shall develop integration and coordination strategies that will bring the right vendors in at the right time to avoid re-work, eliminate waste and provide best value to the Owner.
5. CMAR contractor shall collaborate with Owner and Designer on the development and implementation of a BIM protocol.
6. CMAR contractor shall develop the construction budget as the basis of the control estimate intended to validate and confirm Owner’s construction budget.
7. CMAR contractor shall cooperate with Project delivery team in the identification and selection of key subcontractors.

8. CMAR contractor shall develop and document a proposed safety plan for the construction of the Project for approval by Owner.
9. CMAR contractor may enlist support from appropriate key subcontractors and others to identify and act on design assist activities as appropriate.
10. CMAR contractor shall prepare submittals and place orders for long lead items.
11. CMAR contractor shall develop a trade / bid strategy to procure and manage subcontractor work and materials.
12. Proposer may be asked to prepare a mill order for steel to assist in accelerating the construction schedule and shall address this critical operation in the Proposal.
13. CMAR contractor may be requested to provide work to support an accelerated construction start including but not limited to:
 - a. Importation and placement of fill material on site
 - b. Importation and placement of surcharge fill material on project site
 - c. Wicking of soils
 - d. Soils and/or materials testing
 - e. Implementation of a pile testing program
 - f. Building enclosure/exterior skin program

Work of this nature, if any, may be performed on a cost of the work or time and materials basis and shall be included in the final GMP contract amount.

14. CMAR contractor shall develop a master construction schedule that will be used as a basis for the GMP.
15. CMAR contractor shall develop GMP proposal and issue to Owner for review and approval.
16. CMAR contractor shall enter into a contract with Owner to construct the project per the contract documents.
17. CMAR contractor shall prepare for and coordinate all testing required in the contract documents.
18. CMAR contractor shall develop a site logistics plan per section 3.13 in A201.
19. CMAR contractor shall develop a quality control plan.

10. CONSTRUCTION SERVICES SCOPE OF WORK

Key responsibilities of the selected CMAR contractor will be:

1. CMAR contractor shall collaborate with Owner and Designer on the implementation of a BIM Requirements (where applicable).
2. CMAR contractor shall procure, in accordance with the contract documents, other general or trade contractors as needed to construct the Project.
3. CMAR contractor shall coordinate with other vendors and contractors that may be hired by Owner or others in connection with the construction, equipping, furnishing or otherwise completing of the Project.
4. CMAR contractor shall utilize its resources to construct the Project quickly, efficiently and safely while complying with the contract documents.

5. CMAR contractor shall comply with methods outlined in the contract documents for utilization of contingency funds and submission and approval of change orders.
6. CMAR contractor shall not unreasonably withhold acceptance of assignment of contract of certain specialty vendors Owner has hired prior to CMAR contractor being hired.
7. CMAR contractor shall continuously look for and recommend to Owner ways to speed project delivery, improve quality and save money. CMAR contractor shall collaborate closely with Owner, Designer and others to ensure these concepts are maintained throughout the project delivery process.
8. CMAR contractor shall be a leader for safety. CMAR contractor shall ensure all persons, equipment and processes connected with the construction of the project make safety the first order of business.
9. CMAR contractor shall provide financial transparency (open book financial records) to Owner.
10. Self-performance by the CMAR contractor may be allowed, not to exceed 20% of the GMP, providing the CMAR contractor can demonstrate that self-performance represents the best value to the Project based on current subcontractor market conditions. The scope of any and all self-performance is subject to Owner approval.

11. PROJECT SCHEDULE

The tentative Project Schedule is as follows:

ADVERTISEMENT FOR CMAR SERVICES.....	Feb 12, 2024
AWARD OF CMAR PART A: PRE-CONSTRUCTION (design-assist) SERVICES	Apr 4, 2024
ADVANCED CONSTRUCTION START (ACS)	N/A
GMP PROPOSAL DUE - PART B: CONSTRUCTION SERVICES	Oct 15, 2025
AWARD OF PART B: CONSTRUCTION SERVICES.....	Nov 1, 2025
SUBSTANTIAL COMPLETION – PART B: CONSTRUCTION SERVICES	Feb 1, 2027

The design team, with the assistance of the CMAR contractor, will investigate the merits of accelerated delivery to the extent practical. It is anticipated that Not Applicable will be completed as Advanced Construction Start and included in the Part A: Pre-Construction Services contract. The remainder of the project will be included in the Part B: Construction Services contract, if awarded.

12. SAMPLE MATRIX OF PRIOR PROJECTS PORTFOLIO AND KEY PERSONNEL

EXAMPLE PROJECTS LISTED IN TAB 4

Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.

NAMES OF KEY PERSONNEL	ROLE IN THIS CONTRACT	1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Project Executive	X		X		X	X				
Joseph B. Williams	General Superintendent	X	X	X	X					X	
Tara C. Donovan	Safety Officer	X	X		X			X	X		X
George Burns	Project Manager	X	X		X	X					
Joseph Smith	Project Manager	X	X		X			X		X	

PRIOR PROJECTS PORTFOLIO

NO.	TITLE OF PROJECT (FROM TAB 9)
1	Federal Courthouse, Denver, CO
2	Justin J. Wilson Federal Building, Baton Rouge, LA
3	Johns Hopkins Replacement Hospital, Baltimore, MD
4	Methodist Hospital, Houston, TX
5	Fort Lewis Army Hospital, Tacoma, WA
6	XYZ Corporation Headquarters, Boston, MA
7	Founder's Museum, Newport, RI
8	UCLA Medical Center, Los Angeles, CA
9	Stanford University Medical Center, Palo Alto, CA
10	University of Washington Medical Center, Seattle, WA

13. SAMPLE WORKSHEET – PRE-CONSTRUCTION SERVICES STAFFING PLAN

Labor Component

Personnel		Percent of pre-construction effort by month					
Name	Title	Jan	Feb	Mar	Apr	May	Jun
Joe Jones	Project Manager	55%	43%	36%	20%	41%	28%
Frank Fish	Project Engineer	16%	31%	45%	40%	26%	29%
Tom Thomas	Safety Officer	20%	18%	10%	37%	29%	41%
Art Antler	MEP Coordinator	9%	8%	9%	3%	4%	2%
Labor Subtotal		100%	100%	100%	100%	100%	100%

14. DIVISION OF COST ELEMENTS

I - CMAR SERVICES						
Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Other Field Staff as Required			X			
Other Home Office	X	X				
Drawing Review	X					
Estimating	X					
Project Budget Estimating	X					
Project Phasing	X					
Scheduling	X					
Value Engineering	X					
Corporate Executive(s)	X	X				
Principal in Charge	X	X				
Secretarial (off site)	X	X				
Clerk-Typist(s)	X	X				
Time Keeper/Checker(s)	X	X				
Accounting (at main office)	X	X				
Accounting (at job site)	X		X			
Purchasing (at main office)	X	X				
Purchasing (at job site)			X			
Legal	X	X				
EEO Officer(s)	X	X				
Production Engineering	X	X				
Energy Management	X	X				
Drafting Detailer(s)	X	X				
Engineer's Transportation	X	X				
Off-site Staff Transportation	X	X				
Off-site Staff Travel Costs	X	X				
Project Staff Moving Expense	X	X				
Project Staff Subsistence Cost	X	X				
Staff Training and Education	X	X				
Project Executive(s)	X		X			
Project Manager(s)	X		X			
Project Superintendent(s)	X		X			
Assistant Superintendent(s)	X		X			
Project Coordinator(s)	X		X			
Project Expeditor(s)	X		X			
Safety Engineer(s) (on-site)	X		X			
Safety Officer(s) (Internal/ Consultant)	X		X			
Secretarial (on-site)	X		X			
Field Engineer(s)	X		X			
Drug Screening	X		X			
On-site Project Mgr. Transport.	X		X			
Superintendent's Transportation	X		X			

II. SAFETY, SECURITY, AND SERVICES

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
2-way radio equipment				X		
Barricades				X		
Covered Walkways				X		
Debris Hauling/Removal				X		
Dust controls				X		
Final Clean-up				X		
Fire Extinguishers/Fire Watch				X		
First Aid Supplies				X		
Handrails and Toe Boards				X		
Infection control measures				X		
Opening Protection				X		
Roadway maintenance				X		
Safety Equipment				X		
Safety Nets				X		
Security Guard/Watchman Svcs.				X		
Snow and ice removal				X		
Temporary Fencing				X		
Traffic Control				X		
Trash chute & hoppers				X		
Daily Clean-up				X		

III. FACILITIES, EQUIPMENT & SERVICES

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Air compressors				X		
Change/shower rooms				X		
Computer network connections			X			
Dewatering equipment				X		
Fuel/repairs/maintenance				X		
Generators				X		
Site Office Utilities***						
Lunch rooms				X		
Miscellaneous Consumables**				X		
Miscellaneous equipment				X		
Site Office trailer equipment *			X			
Power expenses (for construction)				X		
Project signs/bulletin boards				X		
Trailer rental (if required in addition to Owner's Building)				X		
Temp. cooling expenses				X		
Temp. enclosures/partitions				X		
Temp. heating expenses				X		

Temp. lighting/wiring				X		
Temp. roads				X		
Temp. stairs				X		
Temp. toilet/sewer services				X		
Temp. water expenses				X		
Tool/utility trailer rental				X		

* Site office trailer equipment includes furniture, computers, other business equipment, telephones and related equipment, cellular telephones and PDAs.

** Misc. consumables include printer paper, office supplies, water and coffee for use at jobsite offices. Budget consumables to include Owner, Designer and CMAR contractor usage.

*** Site office utilities include data/voice, cable line, power, water and sewer. Budget site office utilities to include Owner, Designer and CMAR contractor's usage.

IV. VERTICAL HOISTING						
Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Crane erect and dismantle				X		
Crane fuel/repairs/maintenance				X		
Crane operator				X		
Crane raising/jumping cost				X		
Crane rental				X		
Crane safety inspections				X		
Elevator cage rider				X		
Elevator operation cost				X		
Elevator repairs and maintenance				X		
Elevator service costs				X		
Forklift fuel/repairs/ maintenance				X		
Forklift operators				X		
Forklift rental				X		
Forklift safety inspections				X		
Hoist communications				X		
Hoist electrical				X		
Hoist erect and dismantle				X		
Hoist fuel / repairs/ maintenance				X		
Hoist landings and forms				X		
Hoist material hoppers				X		
Hoist material skips				X		
Hoist operators				X		
Hoist rental				X		
Hoist safety inspections				X		
Safety inspections			X			
Small material hoist rental				X		

V. REPRODUCTION AND PRINTING

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Bid package documents				X		
Bidding instructions	X		X			
Construction documents				X		
Cost study documents					X	
Postage and express costs				X		
Systems study documents					X	
As built documents (drafting)			X			
As built documents (printing)				X		
Record drawings (drafting)					X	
Record drawings (printing)				X		
Accounting forms		X				
Contract agreements		X				
Cost reporting forms		X				
Data processing (in-house)		X				
Estimating forms		X				
Field reporting forms		X				
Presentation charts and graphics		X				
Reference materials		X				
Schedule reporting forms		X				
Special forms		X				
Value analysis studies		X				
Duplication expenses (misc.)				X		
Maintenance manuals				X		
Operations manual				X		
Postage and delivery expense				X		
Shop drawing printing				X		

VI. QUALITY CONTROL

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Chief inspector			X			
Field inspector			X			
Inspector's transportation			X			
Inspector's equipment			X			
Inspector's office				X		
Compaction testing				X		
Concrete testing				X		
Fireproofing testing				X		
Masonry testing				X		
Soils investigation				X		
Special inspection consultants				X		
Special testing consultants				X		

Special testing services				X		
Welding inspectors				X		
Field office supplies/material			X			
Project photographs			X			
Warranty inspection coordination		X				
Air and water balancing				X		
Operations on-site training				X		
Prepare operations manuals			X			
Prepare maintenance manuals			X			

VII. PERMITS AND SPECIAL FEES

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Chiller water service charge				X		
Construction equipment licenses			X			
Construction equipment permits			X			
Parking fees			X			
Parking lot rental			X			
Royalties			X			
Staking and layout fees /costs			X			
Steam service charge *				X		
Storage yard rental			X			
Association fees		X				
Contractor's licenses		X				
Building permits				X		
Curb and gutter permits				X		
Gas service charge *				X		
Plan check fee						X
Power service charge *				X		
Sanitary connection fee *				X		
Sidewalk permits				X		
Sign permits				X		
Special tap fees				X		
Storm connection fee*				X		
Water connection fee *				X		
Zoning fees/consultants				X		

* Represent final connection costs, not temporary

VIII. INSURANCE AND BONDS

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Builder's risk insurance				X		
Errors and omissions (design)					X	

General liability				X		
Completed operations liability				X		
Excess liability coverage				X		
Worker's compensation *			X			
FICA insurance *			X			
Federal unemployment *			X			
State unemployment *			X			
Payment bond				X		
Performance bond				X		
Automobile				X		
Offsite insurance		X				
Offsite taxes		X				

* On-site staff only

IX. OTHER COSTS						
Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Construction equipment				X		
Commissioning						X
Construction labor costs				X		
Construction material				X		
Cost of emergency work				X		
Project taxes				X		
Cost of design & engineering					X	
Cost for bid packages				X		
Building maintenance after move in						X
Building operation after move in						X
Land costs						X
Moving coordination						X
Moving costs						X
Owner change contingency						X
Program management fee						X
Soils investigation					X	
Title/development costs						X
CMAR general overhead cost		X				
CMAR profit/margin		X				
Corrective extra work due to gross negligence		X				
Costs over GMP		X				

15. ACKNOWLEDGMENT of RFQ ADDENDA

This form should be filled out, signed / dated, and included within the Proposal (Statement of Qualifications). The Proposer's Authorized Representative shall initial the blanks provided as acknowledgement of receipt of Addenda.

Addendum No. 1 _____
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____
Addendum No. 5 _____
Addendum No. 6 _____

By: _____
Authorized Representative Signature

Name: _____
Print or Type

Representing: _____
Print or Type

Date: _____