



620 W Clairemont Avenue  
Eau Claire WI 54701

# **REQUEST FOR PROPOSAL**

## **Construction Management**

**RFP # 20-1089**

**DUE: October 18, 2019.....2:00 PM CST**

**REQUEST FOR PROPOSAL**  
**For**  
**CHIPPEWA VALLEY TECHNICAL COLLEGE**  
**Construction Management**

**RFP #: 20-1089**

**Proposal due date: October 18, 2019 - 2:00 p.m. CST**

The Board of Chippewa Valley Technical College is requesting proposals for Construction Management Services. All proposals must be clearly marked "Sealed RFP #20-1089" and submitted to the Chippewa Valley Technical College, Purchasing Department no later than 2:00 p.m. on October 18, 2019.

All proposals will be evaluated according to the criteria listed in this proposal.

To request a copy of the RFP or for more information regarding the proposal process, please contact Sara Nick, Director of Finance & Budgeting at (715) 833-6275, [snick1@cvtc.edu](mailto:snick1@cvtc.edu) or Doug Dekan, Purchasing Representative at (715) 833-6238, [ddekan@cvtc.edu](mailto:ddekan@cvtc.edu).

All proposals must be guaranteed for sixty (60) days after the date of opening.

Board of Trustees  
Chippewa Valley Technical College

A handwritten signature in blue ink, appearing to read "Sara Nick", is positioned above the printed name and title.

Sara Nick  
Director of Finance & Budgeting

**REQUEST FOR PROPOSAL**  
**FOR**  
**Construction Management**

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# **REQUEST FOR PROPOSAL**

## **FOR**

### **Construction Management**

#### **Section I – INTRODUCTION/BACKGROUND**

Chippewa Valley Technical College, also referred to as “CVTC” or “College”, is desirous of obtaining proposals from qualified firms for **Construction Management**.

#### **Description of College**

Chippewa Valley Technical College serves parts or all of an eleven county area and is a member of the sixteen-district Wisconsin Technical College System. CVTC offers associate degrees, technical diplomas and certificates in over 90 programs to approximately 18,000 (head count) students. The College employs 467 full-time and 306 part-time faculty and staff members. For the fiscal year ending June 30, 2018, the College had total expenditures of \$96 million.

#### **District and Campus Information**

The Chippewa Valley district is located in the west central portion of Wisconsin and covers an area of 5,500 square miles with a population of more than 309,000. The counties served are Chippewa, Dunn, Eau Claire, Pepin and Pierce plus portions of Buffalo, Clark, Jackson, St. Croix, Taylor, and Trempealeau. Campuses are maintained in the following locations:

Eau Claire, WI 54701; Chippewa Falls, WI 54729; Menomonie, WI 54751; Neillsville, WI 54456; River Falls, WI 54022

#### **Mission Statement**

Chippewa Valley Technical College delivers innovative and applied education that supports the workforce needs of the region, improves the lives of students and adds value to our communities.

#### **Goals**

CVTC will meet the dynamic and diverse employment and training needs of the region.

CVTC will meet changing student educational needs.

CVTC will enhance seamless transition for all students between educational systems in Wisconsin.

CVTC will be fiscally and organizational healthy.

#### **Nondiscrimination/Affirmative Action**

Chippewa Valley Technical College is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental handicap in regard to any position for which qualified. Further, you are advised that as a contractor, subcontractor, vendor, or lessee of Chippewa Valley Technical College, you may be subject to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age, or physical or mental handicap in regard to any

position for which qualified and that you will comply with other specific requirements of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part, and you may be declared ineligible for further contracts or purchase orders.

### **Electronic Distribution**

An electronic copy of this RFP document may be requested by emailing [ddekan@cvtc.edu](mailto:ddekan@cvtc.edu).

### **Pre-RFP Vendor Questions**

Vendors may make written or e-mail inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities.

Send all inquiries via email as stated below with RFP #20-1089 in the subject line:

Chippewa Valley Technical College

Attn: Doug Dekan

715-833-6238

Email: [ddekan@cvtc.edu](mailto:ddekan@cvtc.edu)

The only official response to a Vendor's inquiries are those responses that are published as a modification on DemandStar ([www.demandstar.com](http://www.demandstar.com)) issued in the form of an Addenda. Vendors should not rely on any other statements that alter any specification or other term or condition of this RFP.

**RFP Opening: PROPOSALS WILL NOT BE PUBLICLY OPENED.**

## **SCHEDULE OF ACTIVITIES**

<b>• MILESTONE</b>	<b>DATES</b>
• Distribution of RFP	October 2, 2019
• Vendor Questions Due	October 8, 2019 – 2:00 PM, CST
• Addenda: Response to Vendor Questions	October 11, 2019
• Proposals Due	October 18, 2019 – 2:00 PM, CST
• Evaluation Process, Reference Checks	October 21 – November 8, 2019
• Proposer Interviews (if necessary)	November 4 – November 7, 2019
• Project Award Date	November 15, 2019
• Contract Engagement	January 1, 2020

CVTC reserves the right to change these dates as necessary in order to allow adequate time for evaluation of proposals.

## **Section II - INSTRUCTIONS TO PROPOSER**

### **1. PURPOSE**

The Chippewa Valley Technical College (hereinafter referred to as CVTC) hereby solicits proposals for a Construction Management (CM) firm as described in this Request for Proposal.

- A. It is the responsibility of the Proposer to carefully read the entire Request for Proposal (RFP), which contains all provisions applicable to successful completion and submission of a proposal. Suppliers should provide sufficient information in their proposal to show the Supplier's ability to perform all work and provide all services listed in the Statement of Work section.
- B. Any ambiguity, inconsistency or error discovered in the RFP must be brought to the attention of the Purchasing Department by contacting [purchasing@cvtc.edu](mailto:purchasing@cvtc.edu). All requests for interpretations or corrections must be received by October 8, 2019 – 2:00 pm CST. Interpretations or corrections to the RFP may be made in the form of an addenda issued by the CVTC Purchasing Department and will become a part of the original RFP document. Only interpretations or corrections of the RFP made in writing by the Purchasing Department are binding.
- C. CVTC reserves the right to amend the scope of project contained in this RFP at any time.
- D. The terms: bidder, contractor, proposer, responder, supplier or vendor shall be used interchangeably to refer to the person or entity responding to this request for proposal.

### **2. PROPOSAL FORMAT**

An officer of the entity authorized to sign the proposal must properly sign the proposal form in ink. Prices shall be typewritten or in ink and shall be indicated in both word and figure form. In case of any discrepancy between word and figure, the word form shall prevail. Any alterations of the proposal form or foreign conditions attached thereto may cause rejection of the proposal.

### **3. CORRECTION OF MISTAKES**

Erasures, write-over, corrections or other changes in the proposal shall be explained or noted over the signature of the Proposer. Failure to do so may result in rejection of the proposal without further consideration.

### **4. NUMBER OF COPIES**

**THE ENTIRE RFP SHALL BE RETURNED.** Submit one (1) original of the proposal response along with three (3) copies as well as an electronic version on CD or USB flash drive in MSWord or PDF format. The Proposer shall be responsible for duplicating and retaining any proposal forms and responses for personal record. The college shall not be responsible for any costs incurred in the preparation of any proposal. Submit one (1) original only of Section VI – Pricing Proposal. No other copies are necessary.

## **5. REJECTION/SELECTION OF PROPOSAL**

CVTC reserves the right to reject any and all proposals and to waive any informality in accordance with state law. CVTC reserves the right to reject a proposal if the evidence submitted by, or investigation of, the Supplier fails to satisfy CVTC that the Supplier is responsible and qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Incomplete, illegible, partial or informal proposals may be rejected.

CVTC reserves the right to reject all proposals received and resubmit the RFP if it feels an adequate level of competition was not obtained; or if specifications/terms did not allow for a sufficient level of competing proposals to be received; or if desired specifications, features, or standards were not, in the opinion of CVTC, acceptable.

CVTC reserves the right to select the proposal that best meets its needs, and to informally negotiate certain points of the final agreement with the firm that submitted said proposal. Although a significant factor, price will not be the College's only criteria for selection. Services will be selected based on the firm's responsiveness to CVTC's needs and CVTC's evaluation of their experience and ability to provide services proposed.

## **6. SEALED PROPOSAL**

The entire proposal shall be sealed. The name and address of the Proposer should appear on the outside of the response envelope along with the RFP name and number.

These requested proposals shall in no manner be construed by anyone to be a "Bid" for services but shall only be considered as an opportunity to submit a proposal.

## **7. BINDING**

Any proposal submitted shall be binding upon the Proposer for a minimum of (60) calendar days and shall not be withdrawn after the specified RFP opening time.

## **8. DELIVERY OF PROPOSALS**

All proposals shall be delivered to:

Chippewa Valley Technical College  
Purchasing Department, Room 23  
620 W Clairemont Avenue  
Eau Claire WI 54701

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 4:00 p.m., Mondays through Fridays, excluding holidays observed by the College.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

## **9. RFP OPENING**

- A. Proposals received after the specified time and date will not be considered, regardless of whether delayed in the mail or for any other causes whatsoever.
- B. Proposals may be withdrawn upon written request prior to the designated time for opening of proposals. Withdrawal notification must be by original signature and received by the CVTC Purchasing Office prior to the designated time for opening of the proposals.
- C. Addenda: All addenda issued by the District shall become a part of the specifications, shall be covered in the proposal, and will be made part of the contract.
- D. Proposals will NOT be opened publicly

## **10. PROPOSER INQUIRIES**

- A. Any Proposer as a result of any oral discussion with any college employee shall execute no negotiations, decisions or actions. Only those transactions that are in writing, signed by the Purchasing Manager shall be considered valid. Telephone inquiries are discouraged.
- B. Inquiries concerning the administrative requirements or specifications of the RFP shall be submitted in writing to the Purchasing Manager.

## **11. TAXES**

The college is exempt from Federal Excise Tax. The State of Wisconsin by legislative action has exempted vocational, technical and adult schools from Wisconsin sales and use taxes. The statute reference is Section 77.54 General Exemptions.

## **12. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL**

The response to proposal should be organized in accordance with the order of the RFP, documented thoroughly, and assembled in one volume with sections appropriately identified. Proposers are cautioned not to minimize the importance of an adequate response.

## **13. COOPERATIVE PURCHASING:**

- A. Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).
- B. Complete "Attachment C: Cooperative Purchasing" if you desire to extend your services to other entities under a cooperative contract.



## **Section III - STANDARD TERMS AND CONDITIONS**

### **1. ACCESS TO RECORDS**

The Contractor agrees that the college and the Legislative Auditor of the State of Wisconsin shall have access to and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this proposal and resulting contract.

### **2. ASSIGNMENT**

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing of the Purchasing Manager. Any attempted assignment under the contract shall be void and of no effect.

### **3. AVAILABILITY OF FUNDS**

Contract award and any contract extensions shall be contingent upon the continued funding of college operations.

Project implementation is subject to the availability of funds within budget parameters for each project and any required CVTC Board and Wisconsin Technical College System Board approvals.

### **4. PROPOSAL AWARD**

The contract shall be awarded with reasonable promptness by written notice to the responsible Proposer who is determined to be the most responsive to the requirements and specifications set forth in the RFP.

An award for this project will not be made until it is determined which vendor meets specifications. Vendors will be notified of award by receipt of an award letter. The successful vendor must not commence any billable work prior to receipt of an award letter, contract or Purchase Order, and a building permit when required. Work done prior to these circumstances shall be at the vendor's risk.

### **5. COPYRIGHTS AND PATENTS**

The Contractor shall indemnify and hold harmless the State, the college, its officers, agents and employees from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of the contract of which Contractor is not the patentee, assignee, or licensee.

### **6. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin or sex in any manner prohibited by law.

## **7. DELAYS**

The Contractor shall notify the college promptly, in writing, of any material delay in performance of said contract and the reasons thereof. The Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but will be liable for delays due to its fault or negligence. Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

## **8. GOVERNING LAW**

Any resulting contract and all matters or issues related to it shall be governed by and shall be in accordance with the laws of the state. If any provision of this proposal or contract as applied to either party, or to any circumstance shall be adjudged by a court to be contrary to established provisions then the contract shall be null and void.

## **9. HAZARDOUS WASTE GENERATION**

In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the college.

## **10. INDEMNIFICATION AND HOLD HARMLESS**

The Contractor shall hold harmless and indemnify the College, its officers, agents and employees from any loss, claim, damage, liability, injury, suit, action, recovery or judgment, including defense costs and attorney's fees, of every nature and description arising out of the Contractor's, its agents or employees performance under the contract. The college shall notify the Contractor promptly in writing of any claim or action brought against the college in connection with the contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to select its own counsel in any such claim or action.

## **11. INDEPENDENT CONTRACTOR**

All of the Contractor's employees furnishing or performing services under the contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the college. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written by the Contractor with respect to third parties shall be binding on the college.

## **12. INSURANCE**

The Contractor shall at its sole expense, procure and maintain in force throughout the performance of the contract, with duly qualified insurance carriers acceptable to the college, adequate insurance to protect him from claims under workers' or workmen's compensation acts and other employee acts, claims for damages because of bodily injury, including death, and from claims for damages to property which may

arise out of or result from the Contractor's operations under the contract. This shall be evidenced by the Contractor providing the college with an original policy or Certificate of Insurance. The policy shall provide a ten (10) calendar day prior written notification to the college by the insurance carrier of any cancellation termination or restrictive amendment regarding the insurance. There shall be a thirty (30) calendar day prior written notification given to the college by the Contractor of any alteration or change contemplated in any of the policies. The Contractor shall enforce the same insurance requirements for any and all of its agents.

See Attachment B for DMI General Insurance Requirements.

### **13. LIENS**

Contractor shall at all times keep the college free and clear from liens asserted by any person, firm or corporation for any reason whatsoever arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment procured) by Contractor under the contract. Contractor shall be held liable for all costs and expenses (including attorney's fees) incurred by the college in resolving said lien.

### **14. NOTICES**

Any adverse notice to the Contractor shall be in writing and may either be given by personal delivery or sent to the last known address on file with the college. Any notice to the college shall be to Chippewa Valley Technical College Purchasing Department, 620 W Clairemont Avenue, Eau Claire, WI 54701. Either party may change the address to which such notices shall be made from time to time by written notice via registered mail.

### **15. PERMITS AND LICENSES**

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law

### **16. PERSONNEL**

The Contractor agrees that at all times the employees of the Contractor furnishing or performing services under the contract shall do so in a proper professional and dignified manner.

Contractor's employees shall possess appropriate and valid licenses for the work they are performing.

The College reserves the right to request Contractor removal of specific employees from College property.

### **17. PRESENCE ON COLLEGE PREMISES**

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the college's premises shall obey the rules and regulations that are established by the college and shall comply with reasonable directives of the college's facilities department.

The Contractor shall be responsible for the acts of its agents and employees while on the college's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the college's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair to the specifications of the College's Facilities Department, any damage that the Contractor, its agents or employees may cause to the college's premise or equipment. On the Contractor's failure to make restitution the college may repair such damage and the Contractor shall reimburse the college promptly for the cost of repair.

On occasion, contractor may be issued building keys. Contractor is responsible for safe return of keys. If keys are lost, contractor is responsible for replacement cost of keys and any required re-keying.

The Contractor agrees that in the event of any accident of any kind the Contractor will immediately notify the college's Facilities department and thereafter furnish a full written report of such accident.

## **18. PUBLICITY**

The Contractor shall not in any way or in any form publicize or advertise the fact that the Contractor is providing services to the college without the prior express written approval of the Administrative Contact for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the college on its routine client list for matters of reference.

## **19. SAFETY**

- A. The Contractor and its agents and employees shall practice safe work habits, safe use of chemicals, and handle safely equipment employed. In addition the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property and shall avoid the usage of hazardous materials that are not essential to the performance of the contract.
- B. Contractor is responsible for daily cleanup of work areas.
- C. Contractor will comply with all OSHA rules and regulations.
- D. Contractor shall provide CVTC with copies of all SDS sheets as required by law.

## **20. STANDARD OF PERFORMANCE**

The Contractor agrees to perform the services specified under the contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

## **21. SUPERVISION**

The Contractor shall provide at all times adequate and expert supervision for its agents and employees in the areas under the contract.

## **22. TAXES**

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable taxation authority.

## **23. CONTRACT TERM**

The initial contract term shall be five (5) years, expiring **December 31, 2024**. The contract may be extended by mutual agreement for up to two (2) additional one-year periods at a price to be negotiated at time of renewal.

No changes shall be allowed to the RFP documents unless confirmed in writing by CVTC Centralized Purchasing Division. CVTC reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same.

The College reserves the right to shorten the initial contract period if it feels the circumstances so warrant this action. Furthermore, the contract can be terminated by mutual agreement between Owner and Contractor, provided that at least ninety (90) days' notice is given by either party prior to termination.

The College retains the right to terminate the contract with seven (7) days' notice should the Contractor fail to perform work in a professional manner or fail to perform the work within the demands and time constraints established by the College.

A133-2009 "Standard Form of Agreement between Owner and Construction Manager" will be used, as modified by the Parties.

CVTC will enter into a non-exclusive contract. CVTC reserves the right to contract directly with other firms as desired; specifically to use another Construction Management firm on a given project due to specific expertise.

## **24. CHANGES IN CONTRACT**

The contract shall not be modified, altered, or changed except by mutual agreement confirmed in writing by the authorized representative of each party to the contract.

## **25. ENTIRE AGREEMENT**

The contract, and any properly executed amendment thereto, the RFP, the Contractor's proposal response and his performance guaranty shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

## **Section IV – SCOPE OF SERVICES**

### **Introduction**

Chippewa Valley Technical College (CVTC) is a non-profit college in an 11 county area of west central Wisconsin that seeks proposals from qualified firms to provide Construction Management (CM) services.

The CM will serve as a consultant to CVTC on implementation of projects ranging from major construction projects to building remodels. The CM's role is to assist the owner with the overall management of projects from inception up through and including construction. CVTC is currently anticipating several potential projects. Timing of construction depends on many factors, including funding availability.

### **Proprietary Data**

If, for any reason, you have any restriction(s) in CVTC's use of the data included in your proposal, you must clearly identify those restrictions. Please note that CVTC may not be able to protect proprietary data if another firm makes a request through the open records law for such information through an attorney of law.

### **A. CONSTRUCTION MANAGER RESPONSIBILITIES:**

Responsibilities of the Construction Manager may be dependent upon size and scope of the project, and may include the following activities. This list is not to be understood as all inclusive.

The selected CM will work with the owner to perform the following functions:

1. Select and establish the design team(s) (includes architects, engineers, etc.) for multiple projects. The Owner will have final approval on design team members.
2. Assist with the development (through the design team) of the program requirements for each project.
3. Assist with the development of Building Information Modeling practices and procedures for projects
4. The CM will play an integral role in planning, communication and outreach to help secure a successful referendum should the College decide to proceed with one. Support may include development of budgets, schedules, images and support for community and business presentations.
5. Based upon the documentation of the design team(s) from preliminary design, through schematic design and design development- provide budgets, estimates, input, and analysis on construction and project costs, develop and maintain design and construction schedules, provide constructability reviews and maintain total project construction budget.
6. During design phases, CM shall perform a complete constructability review of the project documents, specifications, and plans prior to bidding the project(s) and identify potential problems that need correcting prior to bid. The CM shall provide value engineering recommendations to the Owner and Architect of major construction components, including cost evaluations of alternative materials and systems.
7. Conduct progress meetings attended by the Owner, Architect and others. These meetings shall serve as a forum for the exchange of information concerning the project and a review of the design and construction progress. The CM shall distribute minutes of these meetings to the Owner, Architect and others as necessary.

8. Make recommendations to the Owner concerning revisions to the project(s) and construction budgets that may result from design changes.
9. Transmittal of documents to regulatory agencies and utility providers for review and shall advise the Owner of potential problems from such reviews and solutions regarding completion of such reviews.
10. Work with government agency(s) and the Wisconsin Technical College Boards for coordination and project approvals.
11. Coordinate all permits required for the projects.
12. Partner with CVTC Purchasing to coordinate bid activities. CM shall develop bid categories and manage distribution of bid documents.
13. Conduct pre-bid conferences in conjunction with the Owner and Architect. The CM shall develop and coordinate procedures to provide answers to bidder's questions. All answers shall be in the form of addendum.
14. Assist the Owner in opening and evaluation of bids. Evaluation will include review of scope, unit pricing, alternate bids and qualification of low bidders. The CM shall make recommendations to the Owner regarding acceptance or rejection of bids.
15. Issue notice of award and contracts on behalf of Owner.
16. Coordinate and prepare documents for Owner purchase of all selected materials and equipment and maintain a log of Owner purchases.
17. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the CM shall submit a written explanation of cost increase and then make appropriate recommendations to the Owner.
18. Recommend to the Owner and Architect a schedule for procurement of long lead-time items, which will constitute part of the Construction Work as required to meet the Project Schedule. The CM shall expedite the delivery of long lead-time items.
19. The CM will be allowed to bid as a part of a public bid process on any portion of the work the company is qualified to perform.
20. Review and process all shop drawings, data, samples and other submittals. Establish procedures for expediting the processing and approval.
21. Maintain at the project sites a current copy of all contracts, drawings and specifications, addenda, change orders or other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; and other related documents and revisions that are relevant to the contract work.
22. Conduct weekly construction progress meetings with the Owner, Architect, prime contractors, affected outside agencies, and consultants to discuss procedures, progress, problems and scheduling. Prepare and distribute agenda and minutes

23. Review and analyze the contractor(s) schedule including activity schedule and duration, schedule of submittal and delivery for items with long lead times. Coordinate with contractor(s) to show current conditions and suggest revisions as required.
24. Recommend necessary changes in the construction contractor(s) scope of work. Review and evaluate contractor(s) request for changes. Negotiate with contractor(s) and submit recommendations to Owner supported by field data to support additional work. Maintain a log and accounting of approved and potential change orders.
25. Review pay requests and provide recommendation for contractor payments.
26. Ensure compliance with the construction contract by continuously monitoring, evaluating, approving or rejecting the contractors work in accordance with the approved construction documents.
27. Provide and maintain a digital photographic history of the projects. Photos will include the following:
  - a. Existing conditions prior to construction
  - b. Disputed work items
  - c. Work that has to be duplicated, replaced, or removed.
  - d. Completed work
  - e. Extra work
  - f. Conditions deemed unsafe
28. Maintain copies of all permits needed to construct project and enforce special requirements of each.
29. Assist Owner and Architect in administering and coordinating punch lists and final inspections.
30. Calculate the amount of final payment due to contractor(s).
31. Obtain evidence of certification of all lien waivers.
32. Coordinate all start up requirements including training for facilities personnel as needed.
33. Deliver in a format acceptable to the Owner, all equipment and owner manuals, special equipment, spare parts, catalogs, and other materials required by specifications; including warranties and guarantees.
34. Collect "As-Built" data from contractors or design consultants.
35. Make recommendation for release of retainage.



## B. PROPOSAL REQUIREMENTS:

1. In order for your proposal to be considered, the following forms/information must be completed and submitted as part of your proposal response. **The format of each Supplier's proposal shall be in a question and answer format. The Supplier shall state and answer the questions in the order in which they were asked, to facilitate comparisons between proposals.**
2. One copy of the proposal must be designated original **and signed by an officer** with legal authority to bind the offer and any ensuing agreements. However, all terms, conditions and service specifications are subject to a contract to be negotiated by CVTC. In a separate sealed envelope, along with Section VI (Pricing Proposal) list your fee for services and how they will be determined. Failure to provide required forms and information with your proposal response may disqualify your proposal.
3. CVTC projects may range in value and scope from remodeling of less than \$200,000 to new construction projects of more than \$10 million. Due to the varied nature of programs offered by the College, project types may range from Manufacturing, Health, Transportation, Emergency Services or Student Housing. The College is specifically interested in the performance of Construction Management for these types of projects.

### 4. RFP response must include:

#### A. Company Description (limit of two pages):

1. Firm: Identify your firm's name and the address of your principal office, any branch offices, and a brief history of the firm.
2. Organization: Specify the type of organization (partnership, corporation or other) and the year established. State the number of years the firm has been involved in ongoing work in the locality or the immediate vicinity of potential College projects.
3. If your firm has more than one office, specify which office will be responsible for the contemplated project(s) (the "Contact Office"). Indicate the year the Contact Office was established.
4. Contact Office: State the size and adequacy of the firm's Contact Office to perform the proposed work. List the disciplines represented by your staff whose primary office is at this location. Include number of staff along with their specific expertise.
5. Provide a list of services offered "in-house" by your firm. Identify recent comparable past projects where these services were utilized.
6. Indicate firm's distance from CVTC's Business Education Center Campus and plan for project management and communication if Contact Office distance is greater than 50 miles

#### B. Provide a brief and concise summary that describes and highlights your firm's experience, qualifications, and particular expertise for the scope of work described. Include your firm's experience as CM in the educational market along with your knowledge of and experience with the Chippewa Valley Region, CVTC and the WTCS system. (limit of one page).

#### C. Describe your firm's Construction Management approach to projects including, but not limited to, Preconstruction phase services, Bidding services, Construction Phase services, Project scheduling, Financial planning, Safety, Quality Control, and Communication management. Explain the value that your Construction Management approach will deliver to the College.

#### D. Explain how you will ensure that College projects will come in on schedule and within budget. Describe your approach in providing a consistent budget from Project Design to Bid Day to Project Completion. **Share your firm's success rate for completing CM projects on time and within budget from Pre-construction to Project Completion.**

- E. Indicate which elements of work your firm would propose to perform with its own forces, if authorized by the Owner. Describe your experience performing similar self-performed work in the last three years (limit of two pages).
- F. If any portion of the services specified in this RFP being quoted by you will be subcontracted to a third party organization, the identification of such third party organization and an itemized list of the contracted services that will be assigned to the third party must be clearly specified (limit of one page)
- G. Volume (limit of one page):
  - 1. For the Contact Office, provide a statement indicating the annual volume of completed construction in the last five years, present work load and projected future work. Indicate the specific extent of the Contact Office's involvement (prime contractor, joint venture partner, sub-contractor, other). Indicate the percent of the total annual dollar volume and the total number of projects the Contact Office secured by competitive bidding, versus negotiated work in the last five years.
  - 2. Include a completed copy of AIA Document A305, "Contractor's Qualification Statement."
- H. **Project Description** – CVTC projects may range in scope and value from remodeling of less than \$200,000 to multiple new construction projects of more than \$10 million. Due to the varied nature of programs offered by the College, project types may range from Manufacturing, Health, Transportation, Emergency Services or Student Housing.

In "Section I" describe similar projects your firm has managed in the past seven years which meet the following criteria:

- 1. Construction Management on projects with a completed construction cost in the range of \$200,000 - \$50 million
  - 2. Experience in coordinating multiple construction and/or renovation projects at one location or at multiple sites for the same Owner. Describe renovation experience specifically involving buildings that must remain occupied and open to the public during the demolition and re-construction phase
  - 3. Work on technical college campus or university experience, specifically in the Midwest (WI, IL, MN) as a Construction Manager
- I. **Project Details** – Provide the following information for a maximum of five (5) projects completed by the Contact Office as Construction Project Manager in the last seven (7) years that are the most similar to proposed CVTC Projects. For each project, provide the following information: (two pages per project)
  - 1. Building name and address. Construction Manager's project name, if different
  - 2. Building Owner and Architect, address, contact name and telephone number
  - 3. Type of project, size of building, components, site and construction area
  - 4. Scope of service performed on the project, including preconstruction services. Indicate whether your contract was considered prime or involved a joint venture with another firm, and whether construction management, general contracting, or a combination of other services was involved
  - 5. Project cost information, include information on the following:
    - a. Pre-contract estimate
    - b. Contract award amount
    - c. Total change order amount
    - d. Final project cost
    - e. Briefly explain any factors affecting construction cost, change orders or performance, etc.

6. Project schedule information, include information on the following:
    - a. Design phase – scheduled vs. actual
    - b. Construction Phase – scheduled vs. actual
    - c. Actual start, completion and occupancy dates
    - d. Indicate whether conventional, fast-track, or other method of approach was employed
  7. Construction format (lump sum, GMP, cost plus, etc.)
  8. Identify the basis on which your firm was selected (fee qualifications based, bid, negotiated)
  9. Indicate the names of your Project Manager and/or Superintendent on each project
  10. Indicate what percentage of the work was accomplished with your own forces and in what trades
- J. Describe your proposed project team:
1. List key personnel proposed for the project team. Indicate the role or area of responsibility of each individual. For each team member provide: the number of years with the firm, primary work/office for each individual if not located in the contact office, and the number of years located in the contact office. Also state the current assignments for personnel proposed for the project.
  2. Provide an organization chart graphically indicating how your firm will staff and structure the proposed team for preconstruction and construction phases of the project. Include delegation of responsibility and assignment for authority (limit to one page).
  3. Provide a resume for each proposed team member, specifically stating the experience and qualifications of individual personnel in providing preconstruction and/or construction phase services. Provide a minimum of at least three (3) client and three (3) architect references for each proposed team member (limit to one page per resume).
  4. Explain how you ensure continuity in team members for your services.
- K. Provide a description of your firm's communication and information capabilities as related specifically to the reporting requirements for this project as follows (limit of two pages):
1. Describe software tools to be used in management of College projects (i.e. Procore, Submittal Exchange, etc.)
  2. Preparing meeting agenda and minutes; identifying action items assigned to specific parties and required completion dates for each; monitoring compliance with action items and confirming meeting minutes.
  3. Developing and issuing periodic progress reports that describe key events, changes and performance relative to schedule, budget, cash flow and quality.
  4. Establishing procedures for the effective coordination, both on-line and hard-copy of project information; monitoring and facilitating requests for information; maintaining shop drawing logs; and monitoring value engineering, scope or design decisions.
  5. Supplying and issuing period updates to construction schedules identifying critical path analysis; milestones; project requirements; approvals; needs; and start and finish dates for all major activities.
  6. Monitoring and tracking contract documents and requirements.
- L. Explain your firm's use of Building Information Modeling (BIM) (limit to two pages). Focus your explanations towards strategies to control costs and provide value to the owner if the Mechanical Electrical Plumbing (MEP) portion of the work is selected to come on board early in schematic design. Related to Building Information Modeling provide any information or experience on Integrated Project Delivery methods.
- M. Explain your safety philosophy, including your Experience Modification Rate (EMR) for the last five (5) years; a resume from your safety director, all OSHA fines levied in the last three (3) years; and a copy of a safety plan for a previous job that has a cost of at least \$20 million (limited two pages).

- N. Provide a description of your firm's purchasing and accounting capabilities: (limit to two pages).
1. Provide examples of procedural aspects of project accounting including payment applications and approvals; change orders; summaries of costs; financial reports comparing sum of costs to date plus estimated costs to complete with original and projected costs; and other pertinent reports.
  2. Address record keeping capabilities; including computerized and hardcopy methods.
  3. Describe your plan to handle owner direct purchases.
- O. Describe your experience with sustainable/green/LEED certified buildings. Describe how you would be able to assist the College in delivering "high performance" facilities without materially increasing the project costs (limit to one page).
- P. Describe how you would assist the College with a referendum process. Include several specific examples or strategies that your firm has utilized in the past to assist clients with getting their referenda passed or to gain public acceptance of their project (limit to two pages).
- Q. Other information needed.
1. Bond Premium Rates - Provide a schedule of current bond premium rates. Include your current total bonding capacity and current available capacity. Also identify your current bonding company representative.
  2. Claims – Please list all pending or past legal action (lawsuits, claims or liens) or arbitration proceedings your firm and your Contact Office has been involved in during the past five years (5) years.
  3. Financial Statement – Submit your latest audited financial statement.
- R. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described, that you feel warrant consideration.
- S. Describe any other "value added" services you can provide to CVTC as part of this agreement.

## **Section V: EVALUATION/SELECTION PROCESS**

### **1. Evaluation Method**

- a. The College will appoint an evaluation team consisting of three (3) members of its staff to evaluate proposals, and to recommend award of a contract with the proposer, which meets the best interest of the College.
- b. The College shall be the sole judge of its own best interest, the proposals, and the approval of the resulting contract. The College's decisions will be final.

### **2. Non-Responsive Proposals**

- a. Non-responsive proposals may be rejected by the CVTC Purchasing Office, and will not be distributed to the evaluation team for consideration. Additionally, the evaluation team may determine that the required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
  - i. Failure to sign the proposal
  - ii. Failure to acknowledge addenda
  - iii. Failure to provide required submittals/documentation
  - iv. Submission of a late proposal
  - v. Proposer does not meet minimum requirements
- b. The evaluation team will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based in the evaluation criteria.

### **3. Short Listing**

- a. Upon completion of the evaluation of all written proposals, the evaluation team may recommend award to the proposer with the highest score, or request additional information from the proposers to best determine the proposal that is in the best interest of the college.
- b. Evaluation team may choose to conduct interviews with short listed candidates if deemed necessary.

### **4. Statement of Qualification**

- a. To ensure that all RFP's are fairly evaluated, scored and ranked, it is very important that the RFP's are prepared according to the prescribed format. Failure to follow the requirement may result in the disqualification of your proposal.

**RFP Evaluation Criteria**

<b>CRITERIA DESCRIPTION</b>	<b>POINTS</b>
Firm / Contact Office: Capacity; Capability; Location	20
Proposed Project Team	15
Volume of Comparable Projects	15
Experience in serving Wisconsin Technical Colleges and other Wisconsin municipal governments	15
Project Management Tools	10
Fee Structure	10
References	10
Referendum Experience / Support	5
<b>TOTAL POINTS FOR RFP</b>	<b>100</b>

## Section VI – PRICING PROPOSAL

**Instructions:** Any firm who submits a proposal without completing the following will be considered non-compliant with the criteria set forth by the CVTC for this project. Completion of the following is essential to the CVTC’s evaluation and document purposes.

### **Describe your proposed form of compensation**

Describe your proposed form of compensation (i.e., pre-construction services fee, construction services fee as a percent of construction, flat dollar amount, etc.). If you are proposing a fee, please include your fee schedule and hourly rates.

If there are any additional costs, specifically list them (i.e. travel, administrative work, change order work, etc.)

**Submit pricing in a separate, sealed envelope and clearly mark “PRICING PROPOSAL”.** Submit one (1) original only of Section VI – Pricing Proposal. No other copies are necessary.

Indicate any “Value Added Incentives” your company can provide on behalf of CVTC:

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Vendor Comments:

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Company Name (print or type)

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Proposer’s Name and title (print or type)

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Date

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Signature

## Section VII – CHECK OFF

**NOTE: Section VII - Check off form must be returned with your request for proposal. Any alterations, by the proposer, to these forms will be considered by CVTC to be non-compliant with the request for proposal.**

### Acknowledgment of Forms.

The undersigned hereby acknowledges the following forms are being submitted in compliance with this solicitation for proposals:

- |   |                          |
|---|--------------------------|
| 1. Section IV, B – Proposal Requirements            | <input type="checkbox"/> |
| 2. Section VI – Pricing Proposal                    | <input type="checkbox"/> |
| 3. Section VII – Check Off                          | <input type="checkbox"/> |
| 4. Attachment A – References                        | <input type="checkbox"/> |
| 5. Attachment B – Certificate of Insurance          | <input type="checkbox"/> |
| 6. Attachment C – Cooperative Purchasing (Optional) | <input type="checkbox"/> |
| 7. Acknowledgment of any Addenda                    | <input type="checkbox"/> |

We comply with all terms, conditions and specifications required by the Chippewa Valley Technical College in this Request for Proposal and all terms of our response.

Proposer shall provide the complete information requested below. Include the legal name of the proposer and signature of the person(s) legally authorized to bind the proposer to a contract.

_____ Company Name (print or type)	_____ Proposer's Name and title (print or type)
_____ Address	_____ Signature
_____ City/State/Zip	_____ Date
_____ Phone	_____ Fax
_____ Mobile Phone (OPTIONAL)	_____ Email

**Person the College can contact regarding questions about your proposal (if different from above).**

_____ Name	_____ Email
_____ Phone	_____ Fax

Updated 11/30/2016



## Attachment A - REFERENCES

As part of our analysis, CVTC reserves the right to interview several of your current and former clients (even if not included on submitted list) for their views on your performance.

1. Contact information for references shall be submitted by Firm responding to this RFP in order to be considered for award. A minimum of five (5) references other than CVTC shall be provided for customers similar in size to CVTC for which the Firm provided a similar scope of service in the past five (5) year. The listing shall contain Employer Name, Duration of Relationship, Employer Contact (Name/Position), E-mail address of contact, and telephone number of contact.
2. A minimum of three (3) references of previous customers who have terminated their relationship with your firm during the past five (5) years and reason(s) for doing so shall be provided. This listing shall contain Employer Name, Duration of Relationship, Reason for Ending the Relationship, Employer Contact (Name/Position), E-mail address of contact, and telephone number of contact.

# **Attachment B: DMI General Insurance Requirements**

## **Certificate of Insurance**

The successful vendor(s) will be required to provide a certificate of insurance to the District prior to the issuance of the purchase order and commencement of the contract.

## **Additional Insured Requirement**

Name Chippewa Valley Technical College as an additional insured.

## **Coverage Amounts Required**

### **Commercial General Liability Coverage**

- \$1,000,000 per occurrence
- \$3,000,000 aggregate

### **Comprehensive Automobile Coverage**

- \$1,000,000 combined single limit.

### **Worker's Compensation and Employers Liability**

- Must carry coverage for Statutory Worker's Compensation and Employers Liability limit of:
  - \$100,000 Each Accident
  - \$500,000 Disease Policy Limit
  - \$100,000 Disease - Each Employee
- Must include coverage for occupational disease, sickness, and death
- Must include Broad Form All States Endorsement/other states endorsement

## **Additional Requirements**

Must include: Premises and Operations Liability

Must include: Explosion, Collapse and Underground Coverage

Must include: Broad Form Blanket Contractual

Must include: Personal Injury (Group A, B, C) and delete Employment exclusion

Must include: Product and Completed Operations Coverage

Must include: Broad Form Property Damage including Completed Operations

Must include: Independent Contractors Coverage (Owners & Contractors protective)

<p>Chippewa Valley Technical College District requires 30-day written notice of cancellation, non-renewal or material change in the insurance coverage.</p>
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## Attachment C: COOPERATIVE PURCHASING

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. **Participating in the service gives vendors opportunities for additional sales without additional bidding. Please be aware that your participation is voluntary.** Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Interested municipalities will contact the contractor directly to place orders and are responsible for receipt, acceptance and inspection of goods directly from the contractor, and making payment directly to the contractor. Chippewa Valley Technical College, in serving as the lead agency initiating this cooperative purchasing program on behalf of other Municipalities, is not party to any disputes arising from purchases made by other municipalities, and is not liable for delivery or payment purchases made by other municipalities.

☐ I Agree to make the products or services of this bid/proposal, as priced, for the period from \_\_\_\_\_ to \_\_\_\_\_ available to:

Wisconsin Municipalities (check all that apply):

- ☐ Wisconsin Technical Colleges
- ☐ University of Wisconsin System
- ☐ Wisconsin K – 12 Schools
- ☐ Wisconsin Municipalities (Non Educational) – please specify \_\_\_\_\_
- ☐ Within a certain region/section of the state – please specify \_\_\_\_\_

☐ Indicate here if you would be willing to offer a discount to other public agencies that would “piggyback” and purchase additional items from your firm if a contract is awarded by Chippewa Valley Technical College to your firm (ie: other public agencies “piggybacking” a competitively awarded contract rather than needing to issue their own RFP):

\_\_\_\_ % Discount if a second item/system is purchased or a second public agency purchases from the awarded contract.  
 \_\_\_\_ % Discount if a third item/system is purchased or a third public agency purchases from the awarded contract.  
 \_\_\_\_ % Discount if a fourth item/system is purchased or a fourth public agency purchases from the awarded contract.

By what date would other public agencies need to make a purchase from your firm before the price break policy expires:  
 \_\_\_\_\_

Note in your proposal any special conditions or provisions.

☐ Indicate here if you agree that should a system-wide agreement be executed between the awarded supplier and the Wisconsin Technical College System (WTCS), or any public cooperative contract agreement that the WTCS is authorized to utilize such as MICTA, NJPA, Federal GSA, etc., CVTC shall have the option, when such lower price is available for use by the WTCS, to transfer their license and/or contracted pricing and avail themselves of the terms and conditions negotiated on their behalf in that agreement. Such transfer shall take place upon written acknowledgement from the awarded supplier to CVTC.

☐ I Do Not Agree to make the products/services of this bid/proposal available to Wisconsin Municipalities

Signature		Date (mm/dd/yyyy)	
Name (Type or Print)		Title	
		Email:	
Company		Tel: (     )	
		Fax: (     )	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number	