



**UCDAVIS
HEALTH**

**REQUEST FOR PROPOSALS
FOR
48X COMPLEX (FORMERLY SASC)**

**BID PACKAGE #6B –
CONCRETE AND REINFORCING STEEL**

**AUGUST 24, 2022
SEPTEMBER 1, 2022 – REVISED**

**UC DAVIS HEALTH
FACILITIES DESIGN & CONSTRUCTION
4800 2ND AVENUE, SUITE 3010
SACRAMENTO, CA 95817
[HEALTH.UCDAVIS.EDU/FACILITIES/](https://health.ucdavis.edu/facilities/)**

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REQUEST FOR PROPOSALS

1.0 INTRODUCTION

The University has completed Prequalification for a qualifications-based competitive selection process for Design-Build and Construction services to the **Bid Package #6B – Concrete and Reinforcing Steel**, for the **48X Complex (formerly known as the Sacramento Ambulatory Surgery Center)**. This Request for Proposals (RFP) establishes the requirements for Proposal Submission by Prequalified Proposers. Proposals will be accepted only from Prequalified Proposers.

This RFP will be made available to Prequalified Proposers as provided in the Announcement to Prequalified Proposers and on the date shown in the Proposal Schedule. Respondents are invited to review the information and to submit their proposals in accordance with the criteria established.

Contacts: All Requests for Information (RFI's) shall be directed in writing first to the Main Contact Person. All RFI's shall be received by the due date and time as indicated in the RFP Schedule, section 1.7.

The University reserves the right to reject any, or all, proposal submittals or to withhold the award of this project for any reason and at University's sole discretion.

1.1 Purpose:

The University's primary objective in utilizing the Progressive Design-Build approach for this project is to bring the best available integrated design expertise and construction experience to the project. The Design-Build entity is UC Davis Health. The University's General Contractor's standard Subcontract Agreement form is included in the Bid Documents and through submission of its proposal the successful Design-Assist Trade Partner agrees to execute their Standard Subcontract form without modification for the design and construction services described in the Bid Documents.

The University desires to select a cooperative, highly functional Proposer (Design-Assist Trade Partner) to provide a project that fully meets the University's established program needs, Target Cost, on-going operations, design standards and site development guidelines. The Progressive Design-Build Project Delivery approach is intended to allow designers and contractors to collaboratively work together to address and meet each of these project requirements, both individually and collectively, and to produce an effective and comprehensive design concept that meets all these needs.

The University requests an integrated design-assist and construction approach that will meet the project scope and goals with the highest design and construction quality, and on-time per the Milestone Schedule, all within the established Target Cost.

1.2 Project Overview

The 48X Complex project will address a shortage of operating room capacity at UC Davis Health's main campus. The project will be constructed via Progressive Design-Build method and will construct approximately 262,000 gross square feet of California Department of Health Care Access and Information (HCAI) Level 3 space. This project is envisioned to support a preliminary program of 14 operating rooms, 2 procedure rooms, 59 pre-and post-operative recovery bays and 14 single occupant 23-hour stay patient observation rooms and an Outpatient Clinical Program consisting of an estimated 119 exam and/or treatment rooms with associated support. The building will also include public spaces, clinical support operations space (sterilization, retail pharmacy, etc.), imaging

space, physical therapy space as well as administration support space to facilitate patient support and education.

The 48X Complex project will require that the Design-Build team, including the University, all Design Consultants, Design-Build Subcontractors, Design-Assist Subcontractors, and other Subcontractors working on the project be co-located for the duration of their work in the UC Davis Health 48X Complex Big Room, 3301 C Street Suite 1000, Sacramento, CA 95816.

The anticipated schedule for the completion of the entire Work is as shown in the project schedule. Refer to the General Contractors Subcontract Attachment 4 – Schedule.

1.3 Proposal Documents

This RFP includes the Proposal Documents listed below, as may be modified by addenda, for use by the Prequalified Proposers in the preparation of their proposals. The proposals must comply with the specific requirements herein as well as the provisions contained in the Progressive Design-Build Agreement which is a part of this RFP. By submitting its proposal, the Prequalified Proposer agrees to all of the terms and conditions contained therein and further agrees to execute, if selected for award, a contract including such terms and conditions. Each Prequalified Proposer may submit only one Proposal per trade.

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

1.3.1 Index to Contract Documents

1. Proposal Documents
 - a. Request for Proposals
 - b. Price Proposal Form
 - c. EX01-B-Safety&HealthQualForm-UCIP
 - d. EX13-Confirmation of Certification
2. Subcontract Documents, all exhibits and attachments
3. 95% Package 2 Design Development Drawings and Specifications
4. UCDH Prime Contract Documents
5. Reference Documents
 - a. Project Controls Manual (Draft) – BIM Execution Plan
 - b. UCDH Anchor Strategy for Trade Partners
 - c. Geotechnical Report

1.4 Submittal of Proposal and required documents

1.4.1 The Written Proposal and Price Proposal documents will be submitted separately via emails to Summer Howard at sahoward@ucdavis.edu.

- .1 The Written Proposal is required to be submitted in a single PDF document.
- .2 The Price Proposal Form, Proposal Security, and all other documents required to be submitted as separate PDF documents.
- .3 When submitting, the Proposals Documents and the Price Proposal shall be addressed to the office specified in this RFP and shall be identified with the Project name, Proposer's name, and address.

- 1.4.2** Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.
- 1.4.3** Oral, telephonic, facsimile, or telegraphic Proposals, or clarifications are invalid and shall not be accepted.
- 1.4.4** A withdrawn Proposal may be resubmitted up to the Proposal Deadline, provided it then fully complies with the Proposal Requirements.
- 1.4.5** Proposal Security shall be in an amount sufficient for the Proposal as modified or resubmitted.
- 1.4.6** Proposals may not be modified, withdrawn, or canceled within **90** days after the Proposal Deadline.
- 1.4.7** Submittal requirements for this RFP shall include the following:
1. Cover Letter
 2. Organizational Structure
 3. Experience
 4. Project Approach
 5. Anchor Strategy & Outreach Plan
 6. Price Proposal Form
 7. Proposal Security (Bid) Bond
 8. EX01-B-Safety&HealthQualForm-UCIP
 9. EX13-Confirmation of Certification
- 1.4.8** Proposer shall make no stipulations on the Price Proposal Form nor qualify the Price Proposal in any manner.
- 1.4.9** Price Proposals shall be submitted on the Price Proposal Form included with the Proposal Documents. Price Proposal not submitted on the Price Proposal Form shall be rejected.
- 1.4.10** Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Proposer may be required to show evidence of its equal employment opportunity policy. The successful Proposer and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Proposal Documents and to pay prevailing wage at the location of the work.
- 1.4.11** The work described in the contract is a public work subject to section 1771 of the California Labor Code.
- 1.4.12** No Contractor or Subcontractor, regardless of Tier, may be listed on a Proposal for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 1.4.13** The successful Prequalified Proposer shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state, and local working condition requirements.

1.4.14 The General Contractor is signatory to the Carpenters, Laborers and Cement Masons and all scope of work involved with any of the aforementioned tradespersons shall be completed with union labor.

1.4.15 UC Davis Health has determined that a PLA will be required on the project. The terms of the PLA have not been determined, as the University will be required to negotiate with the Building Trades Council and are in the beginning stages of assessing on the project. Once the PLA is finalized the University shall provide a copy to the subcontractors. Compliance and participation under the PLA agreement will be a contract requirement for all subcontractors.

1.5 THE ESTIMATED CONSTRUCTION COST OF THIS BID PACKAGE IS: \$10,000,000.

Contract Sum – See Articles 1.6 and 2.2.1 below.

1.6 Basis of Selection

Selection shall be based upon a “best cost per point” approach which will be calculated on a “cost per point” basis as identified in the Proposal Evaluation Scoring document. Once the best cost per point submittal is determined, Proposer will be awarded a contract for Phase 1 for a lump sum value as proposed on the Price Proposal form. If the University exercises its Option for Phases 2 and 3, the Contract Sum will increase but will not exceed the Guaranteed Maximum Price.

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

The University will have the right to waive nonmaterial irregularities in a Proposal. The University will select the best cost per point Proposal and notify such Proposer on the University's form within **80** days after the Proposal Deadline or reject all Proposals. Within **10** days after Receipt of Notice of Selection as the successful proposal, Proposer shall submit to the University all of the following items:

1. Executed Long Form Standard Subcontract (from the General Contractor), without any alterations or modifications and Addendum for Standard Subcontracts
2. Schedule of Values breakdown
3. Submittal Schedules
4. Completed Confirmation of Certification
5. Certificate of Insurance

If Proposer submits two originals of the signed Subcontract Agreement and all other items required to be submitted to the University within **10** days after receipt of Notice of Selection as the successful Proposer, and if all such items comply with the requirements of the Proposal Documents and are acceptable to the University, UC Davis Health will award the Contract to Proposer by signing the Subcontract Agreement and returning a signed copy of the Subcontract Agreement to Proposer.

If the University consents to the withdrawal of the Proposal of successful Proposer, or the successful Proposer fails or refuses to sign the Subcontract Agreement or submit to the University all of the items required by the Proposal Documents, within **10** days after receipt of Notice of Selection or that Proposer is not financially or otherwise qualified to perform the Contract, the University may reject such Proposer's Proposal and select the next best cost per point Proposal, until all Proposals are exhausted, or reject all Proposals.

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

1.7 Schedule for this RFP

RFP Issued:	August 24, 2022
Mandatory RFP Information Session:	August 31, 2022 at 2 p.m.
Last Day for RFI's:	September 6, 2022
Addenda Issued:	September 9, 2022
Proposals Due to UC Davis Health:	September 14, 2022 before 4 p.m.
Interview proposed Teams:	Week of September 19 th
Award & Start of Design-Build Services:	Week of September 26 th

Mandatory RFP Information Session: A virtual Informational RFP Session will be presented by the Design Team on Wednesday, August 31, 2022 at 2 p.m. via Zoom. Proposers are to have a minimum of 1 representative attend the meeting for the entire duration.

<https://us06web.zoom.us/j/88946696232?pwd=TW90VFP4T0hyU0FFZHJnRnFsWXRLZz09>

Meeting ID: 889 4669 6232
Passcode: 643618

1.8 General Provisions Regarding Proposal Procedures

- 1.8.1 Incorporation of Proposal into the Contract: The entire contents of the selected Proposer's proposal shall be incorporated into, and shall be an integral part of, the Contract.
- 1.8.2 Form and Content of Proposal: The format and content of the RFP submittal are specified in Paragraph 3.0 of this document. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither required nor desired.
- 1.8.3 Except as otherwise specifically provided, definitions set forth in the Agreement or in other Contract Documents are applicable to all Proposal Documents.
- 1.8.4 The term "Addenda" means written or graphic instruments issued by UC Davis Health prior to the Proposal Deadline which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- 1.8.5 The term "Business Day" means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the University is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in this RFP. Holidays include January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, December 25th, and every day designated by the University as a holiday.
- 1.8.6 The term "conflict of interest" includes but is not limited to an architect, engineer or other consultant working on a project on behalf of more than one client. To avoid any such conflict of interest, any consultant that worked on the project on behalf of the University is precluded from participating as a member of the Design-Build Team without prior approval in writing from the University.
- 1.8.7 As used in this RFP, the term "Facility" means the University's Facility office issuing the Proposal Documents.

- 1.8.8** The term “Planholder” means a person or entity who is known by the issuing office to have received a complete set of Proposal Documents and who has provided a street address for receipt of pre-bid communications.
- 1.8.9** The term “Proposal Deadline” means the date and time on or before which Proposals must be received, as designated in the Announcement to Prequalified Proposers and which may be extended by Addenda. The Proposal Deadline is shown in the attached Proposal Schedule.
- 1.8.10** The term “Proposal Documents” means the documents prepared and issued with the Request for Proposals including all Addenda thereto.
- 1.8.11** The term “Proposer” means a person or firm that submits a Proposal.
- 1.8.12** The term “Unit Price” means an amount stated in the Proposal for which Proposer offers to perform the Unit Price Work for a fixed price per unit of measurement.
- 1.8.13** Proposer has read, understood, and made the Proposal in accordance with the provisions of the Proposal Documents.
- 1.8.14** Proposer and each Subcontractor at all tiers meet the following minimum occupational safety and health qualifications:
- .1 Proposer and each Subcontractor have no serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the five-year period prior to Proposal opening.
 - .2 Proposer and each Subcontractor have maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.0 for the past five years.
 - .3 Proposer and each Subcontractor have instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code.
 - .4 Proposer shall complete a “Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications” form provided by the Design-Builder upon contract award and require each of the Subcontractor at all tiers to furnish a fully executed form prior to commencement of Work.
- 1.8.15** The person executing the Price Proposal Form is duly authorized and empowered to execute the Price Proposal Form on behalf of Proposer.
- 1.8.16** Proposer shall, before submitting its Proposal, carefully study and compare the components of the Proposal Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Proposal is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Proposer is awarded the Contract, Proposer waives any claim arising from any errors, inconsistencies, or ambiguities, that Proposer, its subcontractors or suppliers, or any person or entity under Proposer on the Contract became aware of, or reasonably should have become aware of, prior to Proposer's submission of its Proposal.
- 1.8.17** Requests for clarification or interpretation of the Proposal Documents shall be addressed only to the person or firm in the Proposal Schedule Attachment.

- 1.8.18** Clarifications, interpretations, corrections, and changes to the Proposal Documents will be made by Addenda issued as provided below. Clarifications, interpretations, corrections, and changes to the Proposal Documents made in any other manner shall not be binding and Proposers shall not rely upon them.
- 1.8.19** Addenda will be issued only by the University and only in writing. Addenda will be identified as such and will be emailed, mailed, or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.
- 1.8.20** Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for inspection.
- 1.8.21** Addenda will be issued such that they should be received by Planholders, no later than 3 full business days prior to the Proposal Deadline. Addenda withdrawing the Request for Proposals or extending the Proposal Deadline may be issued any time prior to the Proposal Deadline.
- 1.8.22** Each Proposer shall be responsible for ascertaining, prior to submitting a Proposal, that it has received all issued Addenda.
- 1.8.23** NOT USED
- 1.8.24** Proposer shall attend the RFP Information Session at which the requirements of the Proposal Documents are reviewed by the University; comments and questions are received from Proposers. The University requires attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Proposers meet this requirement. Any Proposer not attending the RFP Information Session in its entirety will be deemed to have not complied with the requirements of the Proposal Documents and its Proposal will be rejected.
- 1.8.25** The Price Proposal Form shall be signed by a person or persons legally authorized to bind Proposer to a contract. Proposer's Representative shall sign and date the Declaration included in the Price Proposal Form. Failure to sign and date the declaration will cause the Proposal to be rejected.
- 1.8.26** If a Proposal Security (Bid Bond) is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. This notarization shall be in addition to the notarization required for the signature of the attorney-in-fact.
- 1.8.27** Proposal Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Proposer fails or refuses, within **10** days after receipt of Notice of Selection, to sign the Agreement or submit to the University all of the items required by the Request for Proposal Documents, the University will retain that Proposer's Proposal Security. If the Proposal Security is in the form of a Bid Bond, the Proposal Security will be retained until the University has been appropriately compensated; if the Proposal Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Proposer.
- 1.8.28** NOT USED
- 1.8.29** All information submitted in response to the Request for Proposals will be considered official information acquired in confidence, and the University of California will maintain its confidentiality to the extent permitted by law.

1.8.30 Proposals which have the required identification as stipulated in Article 1.4.1 and are received on or before the Proposal Deadline will be opened publicly whereby the University will only announce the names of the Proposers submitting proposals. All cost or price information will be secured until the completion of the submittal evaluation. Final evaluation of the Proposer shall be done in a manner that prevents cost or price information, including alternates pricing, from being revealed to the committee evaluating the submittals of the Proposers prior to completion and announcement of that committee's decision.

The University will publicly post results on the UC Davis Health FD&C website after it has determined the "best cost per point" proposal as described under the Proposal Evaluation Process. An electronic mail will be sent to each Proposer when the results are posted.

2.0 THE WORK

2.1 General Requirements

The successful Proposer will be responsible for providing preconstruction and construction services as indicated below and described in greater detail in the Contract Documents. Work in this bid package includes Concrete and Reinforcing Steel.

2.2 Scope of Contracted Work

2.2.1 The Scope of Work is defined by these Contract Documents, the General Contractor's Subcontract agreement and all exhibits and attachments described therein. The successful Proposer is responsible for providing the work as indicated by and described in greater detail therein.

Successful Proposer will receive a Subcontract issued directly by the General Contractor for the Project. The Proposer is to include all labor and material escalation for the duration of the Project in the Target Cost.

Contract Phase 2 – Construction Documents. Proposer will provide continuous cost estimating, attend design coordination meetings, and provide feedback regarding the project schedule. The Proposer will attend coordination meetings and develop specific site logistics planning as required to fully coordinate their scope of work. The Proposer will submit traffic closure plans as required and participate in the BIM design process as indicated in Exhibit 4 - Design Coordination Requirements. All Phase 2 work shall be performed based on lump sum basis as proposed in the Price Proposal form. The Fee Percentage shall not apply to Phase 2 Work.

Contract Phase 3 Construction – Guaranteed Maximum Price, construction of the Project including but not limited to scheduling, coordination of the work, management, quality control, submittal, RFI, cost control, code compliance, safety, testing and commissioning, change order management and closeout.

Construction of the Project is not to exceed the Guaranteed Maximum Price noted below. At completion of the Work, if Allowable Costs are less than the Guaranteed Maximum Price, the savings will be returned to the Project.

The Guaranteed Maximum Price (GMP) is the Contract Sum and the maximum amount the University anticipates the scope of work will cost at Final Completion. The Target Cost for the GMP of this Bid Package is as listed in Section 1.5.

The Bid Package Target Cost includes all Preconstruction Services, Allowable Costs

of Work, Subcontractor's Fee percentages, and includes all cost elements set forth in Articles 4.5 to 4.8 of the UCDH Prime Contract Agreement, including all Material and Labor Escalation to the limits defined in Article 4.8. By submitting a Proposal, the Subcontractor agrees to work collaboratively with the University to deliver the Project for the overall Target Cost and the successful Proposer specifically represents that they will provide all Work required by the RFP Bid Documents for an amount of Total Allowable Cost plus Fee not to exceed the Bid Package Target Cost. After acceptance of the Proposal and execution of the General Contractor's Standard Subcontract, if the Subcontractor becomes aware of any circumstances in which the Subcontractor believes the project requirements and current design documents are evolving in a manner that may cause the Subcontractor's Total Allowable Cost and Fee to exceed the Bid Package Target Cost, the Subcontractor shall provide written notice to the University prior to proceeding further with the changed requirements. As part of this notice, the Subcontractor shall provide a full description and estimate of the requirements giving rise to the projected over-run. In addition, the Subcontractor will identify other modifications to the design that could be incorporated to off-set the increased costs to allow the design to maintain alignment with the Bid Package Target Cost.

After receipt of this information, the General Contractor, the Subcontractor, and the University will meet to evaluate strategies to reconcile the changed project requirements and current design to meet the Bid Package Target Cost. Following this alignment effort, the University will either direct the General Contractor and the Subcontractor to eliminate the added requirements or will issue a Change Order to adjust the Bid Package Target Value. The Subcontractor shall not proceed with any added requirements or design development that would cause its Total Allowable Costs plus Fee to exceed the Bid Package Total Cost without first receiving a written change directive pursuant to General Conditions Section 7 of the UCDH Prime Contract Agreement.

- 2.2.2** Complete the Project within a schedule that meets regulatory requirements and the operational needs of the University.
- 2.2.3** Design-Assist Phase 2 services proposal shall include any and all travel-related costs, consumables, engineering and design labor, reproductions, outside consultants, insurance costs, and other such expenses incurred.
- 2.2.4** Produce the Building Information Modeling (BIM) content that supports the Design Revit Model and Subcontractor 3D BIM coordination to identify and resolve building systems conflicts/clashes and coordinate site logistics and sequencing. The result of this effort will be clash-free construction documents that allow for construction of the facility with no Subcontractor system clashes.
- 2.2.5** It is the intent for the services provided under this agreement to mitigate cost and schedule impacts related to design coordination through the incorporation of Subcontractor Design-Assist Services. The Subcontractor shall analyze the design documents and perform all related documentation, notification, and commentary to the design documents and coordinate this analysis with the other Subcontractors and Design Team to ensure a clash-free, constructible set of permit documents. The requirements stated in Section 2 Design-Assist services are intended to be the minimum services required for the Subcontractors during this preconstruction phase.
- 2.2.6** Work in this package includes but is not limited to the following:
 - .1 Concrete foundations and elevator pits.
 - .2 Concrete encasement of steel moment frame grade beams, to be precast at an offsite location.

- .3 Concrete slab on grade, including base rock and vapor barrier.
- .4 Concrete fill on metal deck.
- .5 Concrete fill at metal pan stairs.
- .6 Concrete roof curbs and pads.
- .7 Concrete encasement of steel columns where shown.
- .8 Loading dock foundations and concrete walls.
- .9 Housekeeping pads and curbs.
- .10 Grouting at steel column base plates.
- .11 Concrete pads at Central Utility Plant for Chiller, Pump and Electrical Equipment.
- .12 Structural excavation, backfill, soil stabilization, formwork, place and finish equipment as needed for all concrete work.
- .13 Reinforcing steel for all above noted concrete scope.

2.2.7 Subcontractor shall provide a monthly earned value analysis for Phase 2 efforts expended and future projections. For Phase 3 estimated values, Subcontractor shall provide a monthly estimate update to track all estimated values and any differences from the prior month reconciled to the last Milestone Estimate Update. These monthly updates shall be a requirement of the submission of the Pay Application and Payment under the terms of the Subcontractor Agreement.

2.2.8 Participate in regular Big Room meetings:

- .1 Provide a qualified Design-Assist Manager to interact directly with the Design Team and direct all related Design-Assist efforts. This person must be authorized to make decisions for the Subcontractor.
- .2 Co-Location of this Subcontractor's team for staff identified at 50% or greater is required, a minimum of 3 days per week (Tuesday, Wednesday, and Thursday), together with the Project Team at a location in Sacramento is required during the Preconstruction Services phase. Other trades may join as needed per the weekly/monthly DA/DB meeting schedule.
- .3 Attend all project-related meetings as may be required to meet the design milestones and construction start date. A general guideline for meeting cadence and duration includes, but is not limited to:
 - Attend Weekly "Cluster Group" meetings (2 hours each) – select team members:
 - Building Systems – as needed
 - Structure – required
 - Exterior Enclosure – as needed
 - Sitework– required
 - Weekly Cluster Group "All Hands" meetings (2 hours each) – select team members
 - Design Coordination Meetings, daily/weekly.
 - Milestone & Intermediate Pull Planning work sessions (2 hours) – all team members

2.3 Cost Estimating and Cost Management:

2.3.1 With respect to cost estimating, the Subcontractor shall include the following detail with each estimate deliverable, for support of the projected Phase 3 costs and GMP.

- .1 Cost of the Work (Direct Costs)
 - Crew Labor Rates for all trade categories performing work for each category.
 - Burden as applied to the labor Rates.
 - Productivity Factors for Labor based on type of work being performed.

- Materials costs including all applicable taxes. Indicate any discounts that may be applied.
- Shop Fabrication Costs expressed as cost per unit type produced including Labor, Materials, and all other Shop cost factors.
- Subcontracted Work Scope for any work you plan to subcontract.
- Any Miscellaneous Costs (Trucking, Hoisting, Rigging, Small Tools, Cartage, Material Handling, etc.).
- Extended Warranty or Warranty Reserve costs.

.2 Escalation

- Labor: Subcontractors shall identify all current labor rates to perform work associated with the project. All known increases in current bargaining agreements (or prevailing wage determinations, if applicable) and anticipated increases throughout the construction period (see Subcontract Attachment 4 for preliminary schedule) shall be identified in the proposal.
- Materials: Materials Escalation shall be identified and reconciled in the following manner:

Baseline material number shall weigh Tracked Commodities as a percentage of total project costs. Tracked Commodities shall be jointly decided with the Owner but generally include copper-based materials, carbon steel-based materials, ductile iron-based materials, gauge sheet steel-based materials, glass materials, and sheetrock materials.

- An agreed upon representative of trade-based commodities shall be selected for tracking.
- As Phase 3 TARGET COST UPDATES (Estimates) are prepared and at Phase 3 GMP, the quantities of materials documented at that time shall be compared to the quantities of materials at INITIAL TARGET BUDGET. The difference in quantities shall be reconciled between these and any other updates prior to the adjustment for escalation. In addition, material price increase letters or notifications are required from material suppliers at the time of INITIAL TARGET BUDGET submission (to establish baseline) and during TARGET COST UPDATES as additional back up prior to making final adjustment for Phase 3 GMP.

.3 General Conditions (GCs): As proposed on the Price Proposal Form.

.4 Overhead and Profit: As proposed on the Price Proposal Form.

2.3.2 Within fifteen (15) working days of Subcontract award, Subcontractor shall provide an INITIAL TARGET BUDGET VALIDATION ESTIMATE based on the 95% DD Package. This INITIAL TARGET BUDGET ESTIMATE shall verify the Bid Package Target Values are adequate for 48X Complex and will serve as the baseline moving forward. The initial estimate submission shall include all estimate backup to include Subcontractors estimating software detail, quotes, takeoff, etc., as may be requested by the University in order to substantiate the INITIAL TARGET BUDGET ESTIMATE.

2.3.3 During the Design-Assist effort, the Subcontractor shall prepare TARGET COST UPDATES itemizing all changes due to Scope of Work Change and or accepted Value Alternatives as a result of the Design-Assist effort. All Productivity factors (inclusive of Shop and Field), General Conditions, and Non-productive Labor factors shall remain as utilized in the INITIAL TARGET BUDGET BREAKDOWN. No change to these rates, factors or General Conditions will be allowed unless demonstrated that the Scope of Work has significantly changed the overall approach to the project.

Milestone estimate submissions shall also include all estimate backup to include Subcontractors estimating software detail, quotes, takeoff, etc., as may be requested by the University in order to substantiate the TARGET ESTIMATE UPDATE.

2.3.4 TARGET ESTIMATE UPDATES are due to the University one week in advance of the Target Estimate Update due date to the Owner. This will allow time for reconciliation and any adjustments prior to issuance to the Owner. The deliverable will include the TARGET ESTIMATE update in the appropriate format and all backup materials as identified herein.

2.3.5 As early as the initial submission for permit or during plan check, Subcontractor shall prepare a Phase 3 GMP that represents the final cost of the work for Phase 3 of the Contract.

2.3.6 The Schedule for TARGET COST UPDATES will occur at the following Preconstruction Milestones:

- .1 95% DD INITIAL TARGET VALIDATION ESTIMATE
- .2 50% CD TARGET ESTIMATE UPDATE
- .3 95% CD (Initial permit submittal) TARGET ESTIMATE UPDATE
- .4 Permit Backcheck TARGET ESTIMATE UPDATE
- .5 Permit Set TARGET ESTIMATE UPDATE
- .6 Establishment of PHASE 3 GMP

2.3.7 The INITIAL TARGET BUDGET VALIDATION ESTIMATE shall be reconciled to the Bid Package Target Value of the approved budget. Any TARGET BUDGET ESTIMATES that vary significantly from the Bid Package Target Value, and cannot be reconciled, in the opinion of the University, may be grounds for termination of the Subcontractor from the project.

2.3.8 All TARGET COST ESTIMATE UPDATES shall identify and reconcile any differences between previous TARGET COST ESTIMATE UPDATES and the INITIAL TARGET BUDGET ESTIMATE.

2.3.9 Design-Assist Subcontractor shall utilize the cost control systems established by the General Contractor in conjunction with the project standards and the University's cost tracking tools, including but not limited to the web based "JOIN" platform (no Subcontractor license required).

2.3.10 Provide continuous TARGET COST modeling as required to notify the General Contractor and the Owner of cost differences during Phase 2. Continuous updates to cost risks and opportunities will be maintained and estimated with Join, to track estimate items between the identified milestone estimate schedule.

2.3.11 Provide detailed back-up including materials take-off, equipment & vendor quotes, productivity & labor calculations, jobsite general conditions costs, labor rates, and overhead and profit line items for review.

2.3.12 Subcontractors shall provide an amount for all materials, equipment, second-tier subcontractors (which shall also include a break-out of materials, labor, and equipment), and projected procurement commitment/lock-in dates per the Project schedule identified in the RFP (See Subcontract Attachment 4).

2.3.13 Participation in meetings, including OAC (Owner/Architect/Contractor) meetings, coordination meetings, schedule meetings, community and user meetings, and all other meetings required and necessary to ensure the planned progress of the work.

- 2.3.14** Development and maintenance of Safety Program to ensure a safe job site for workers, site personnel, and visitors.
- 2.3.15** Participation to achieve the goal of LEED Silver and the Specifications. Proposers are expected to fully participate and support the Project in its efforts to attain LEED certification. All notices required from Proposers under the Subcontract shall be delivered to the General Contractor not less than two working days prior to expiration of the General Contractor's obligation for the same requirement under the Agreement. In terms of timing of notification this section would rule over any remaining sections of the Subcontract.
- 2.3.16** The Guaranteed Maximum Price shall include, but is not limited to, the cost of general conditions, labor, material, equipment, main office overhead and profit associated with furnishing and installing the scope of work in its entirety. Includes all costs associated with all labor escalation, and includes all cost associated with material escalation for the duration of the Proposer's scope of work. Costs for this Project will categorize as Allowable Cost or Fee.

2.4 Trade Partner Anchor Strategy & Outreach Plan

The General Contractor team has created and will implement a robust and comprehensive outreach plan for the UC Davis Health 48X Complex project, bringing subcontracting and employment opportunities to the local community. The General Contractor is dedicated to supporting the UC Davis Health Anchor Institution Mission (AIM) in leveraging the playing field for local, small, and/or other diverse underrepresented business enterprises such as: Minority Business Enterprise (MBE), Disabled Veteran Business (DVBE), Small Disadvantaged Businesses (SDB), Women-Owned Business (WOSB), Historically Underutilized Businesses (HUBZone), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran Owned Small Business (SDVOSB) and LGBTQ owned firms.

Our approach will be composed of (4) four key areas of community engagement and procurement opportunities:

1. Hiring Locally – The University commits to hiring residents from designated zip codes.
2. Purchasing locally – The University will commit and encourage trade partners and craft workers to purchase local goods and services.
3. Invest Locally – The University is sensitive and aware of the importance of investing locally; positively impacting local communities.
4. Volunteering locally – The University will engage its employees in local volunteering opportunities.

The result will be a project that exceeds projected goals and promotes the long-term success of Sacramento residents and the Sacramento business community. Our commitment permeates all aspects of our organization. The University has an excellent track record of community engagement on private projects.

Refer to UCDH SASC Anchor Strategy and Outreach Plan contained in the Reference Documents folder on Building Connected for details on the UCDH's Anchor Strategy for Trade Partners for this project.

2.5 Builder's Risk Property Insurance

As further defined and limited by UCCH Prime Contract Exhibit 12 of Builder's Risk Insurance Policy:

University will provide builder's risk property insurance subject to the deductibles in the policy as required by the Terms and Conditions and the requirements of the Project are not excluded

by such coverage. A summary of the provisions of the policy is included the Exhibit 2; the policy may be reviewed at the Facility office. Proposer agrees that the University's provision of builder's risk property insurance containing said provisions meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance.

2.6 University Controlled Insurance Program

As further defined and limited by UCDH Prime Contract Exhibit 1A University Controlled Insurance Program (UCIP):

- 2.6.1** The University shall pay for, obtain and maintain a University Controlled Insurance Program ("UCIP") providing workers' compensation and employer's liability insurance coverage, commercial general liability insurance coverage, and excess liability insurance coverage, to persons and entities enrolled in the UCIP, for Work performed on or at the Project site ("UCIP Coverages"). For purposes of the UCIP, Work that is performed at an off-site location will be treated as on-site Work, provided that at the time of enrollment, the off-site location is identified to the UCIP Administrator and scheduled on the UCIP policies. A summary of the UCIP Coverages is included as Exhibit 1A. The summary descriptions of the UCIP Coverages in Exhibit 1A, the Terms and Conditions, or elsewhere, are not intended to be complete or to alter or amend any provision of the actual UCIP Coverages. In the event that any provision of this Article, the Contract Documents, or elsewhere, conflicts with the UCIP insurance policies, the provisions of the actual UCIP insurance policies shall govern. The University's provision of its standard UCIP insurance policies meets the University's obligation to provide UCIP insurance under the Contract and, in the event of a conflict between the provisions of the policies and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide UCIP insurance.
- 2.6.2** Persons and entities eligible to participate in the UCIP (generally General Contractors and all Subcontractors of all Tiers who perform Work at the Project Site, unless excluded) shall not include in their proposal for any Work to be performed at the Project Site any projected or actual cost to provide the workers' compensation and employer's liability insurance, commercial general liability insurance, and excess liability insurance that is being provided under the UCIP. The University may reduce the Contract Price by an amount commensurate with any projected or actual costs included contrary to the requirements of this Article 2.6.2.
- 2.6.3** Notwithstanding the UCIP, Proposer and all Subcontractors are required to provide insurance as set forth in the Agreement.
- 2.6.4** Work that is performed at an off-site location will be treated as on-site Work, provided that at the time of enrollment in the UCIP, the off-site location is identified to the UCIP Administrator and scheduled on the UCIP policies.
- 2.6.5** UCIP Workers' Compensation Insurance will be primary for all covered occurrences within the 50 United States, except that this insurance does not apply in any monopolistic workers' compensation state.

2.7 Work Phases

The successful Proposer will be responsible for providing services for the development of the Project including Preconstruction Services in Phases 2, Preconstruction / Construction

Documents, and Phase 3, Construction of the Project. Work under Phase 3 will only commence if the University elects to exercise its Option for these Phases.

2.7.1 Preconstruction, Construction Documents – Phase 2

The selected Proposer shall be responsible for the work as described in this document, the General Contractor's Subcontract Documents, and the UCDH Prime Contract Documents.

Subject to the provisions of the Contract Documents, Proposers shall be paid for the performance of Design Development and Preconstruction Services, based on the proposed lump sum value on the Price Proposal Form. The proposed Fee percentage shall not apply to Phase 2 work.

The Phase 2 Preconstruction Services shall include (at a minimum) the following:

- Personnel and general requirements required to produce the construction documents, BIM, and coordination with the Design Team to reach design goals.
- Personnel that are involved 50% or more of their time on the project shall be co-located in the 48X Complex Big Room.
- Drawing and permit packages for this scope of work will be included in 2 of the 3 permit packages planned for this project: Package 2 – Structure and Exterior Envelope, and Package 3 – Interiors. Subcontractor shall include all costs associated with development of preconstruction services associated with these packages. Reference the Subcontract Attachment 4 – Schedule, and the 04 – Reference Documents – UCDH SASC Design Schedule Permit Packages, for more information.
- Development and maintenance of construction schedule.
- Regular constructability reviews.
- Target Value Design participation including Construction cost analysis and estimates on a weekly basis.
- Collaboration with the Design Professionals (at the Big Room) Team utilizing BIM practices (See Exhibit 4 - Design Coordination Requirements). Subcontractor to ensure they have appropriate staff and budget to work in an iterative way without requesting additional funds.
- Building information modeling shall address the following throughout the phases of engineering, construction, and close-out (as-builts).
- BIM Coordination will use a combination of BIM 360 Glue.
- All modeled objects will be required to have an assembly code based on Unifomat as an attribute.
- Trade detailers and a competent Project Manager are expected to work full-time in the University's provided facility, be empowered to make coordination-based decisions for their firm, have all software and hardware required to model and coordinate their scope of work and be competent in the use of that software.
- Key Personnel - For Phase 2, the minimum staffing requirement shall be the following:
 - 75% time Project Manager
 - 75% time Estimator
 - 100% time Project Engineer/BIM Lead
 - 50% time Superintendent
 - 10% time Project Executive

2.7.2 Construction- Phase 3

If the University exercises its Option for Phase 3 and upon Notice to Proceed from the University, the selected Proposer's contract shall be increased by value of the Phase 3 Guaranteed Maximum Price (GMP) consisting of the following: Proposed lump sum Phase 3 General Conditions, plus the estimated direct cost of work, plus the Proposed Phase 3 Fee percentage multiplied by the Phase 3 General Conditions plus direct cost of work. The time allowed for completion of the Work for Phase 3 will be established in the approved Project Milestone Schedule.

- Personnel and general requirements required for construction.
- Personnel that are 50% or more of their time on the project shall be co-located.
- Development, maintenance, and regular meetings on construction schedule.
- Regular constructability reviews.
- Construction cost analysis, including but not limited to an earned value assessment on a weekly basis.
- Continue with the Design Professional Team utilizing BIM practices (See Exhibit 4 Design Coordination Requirements) as necessary.
- Key Personnel - For Phase 3, the minimum staffing requirement shall be the following:
 - 75% time Project Manager
 - 100% time Project Engineer / Field Engineer
 - 10% time Project Executive
 - 25% time BIM Engineer
 - 100% time Superintendent

2.8 Liquidated Damages

Liquidated damages will apply on construction work per Article 7 of the Agreement.

3.0 PROPOSAL REQUIREMENTS

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

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

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

UC Davis Heath, 48X Complex
Attention: Summer Howard, Contracts Administrator
sahoward@ucdavis.edu
4800 2nd Ave., Suite 3010
Sacramento, CA 95817
(916) 734-4508

Each Prequalified Proposer shall provide written Proposals conforming to the following format outline and must contain all information requested. Each Prequalified Proposer's written Proposal shall be indexed with tabs numbered and labeled in bold type according to the headings below. Failure to provide the format and/or the information requested will result in a "non-responsive" Proposal. Provide one (1) PDF copy of the written Proposals to be submitted in 8-1/2" x 11" vertical

format and emailed to **Summer Howard, with UC Davis Health @ sahoward@ucdavis.edu** by the due date and time as identified in Section 1.7 – Schedule for this RFP.

Price Proposal and Bid Bond Originals will be submitted separately in hard copy to the above address by the due date and time.

3.1 Cover Letter – Provide the name and title of the contact person, phone number and email address. Summarize qualifications most relevant to this project (1 page maximum).

3.2 Team Experience & Capabilities – Resubmit the required information from the Request for Qualifications and clearly identify in changes in personnel.

- A. Organizational Structure: Provide a proposed organizational chart identifying by name and title all the proposed key personnel for both the design/preconstruction services and construction of the project.
- B. Provide resumes for all key personnel.
- C. In the organizational chart identify the amount of time that each person will be committed to the project during each phase of the project. (For example, 100% would mean 100 percent of their time is designated to the 48X Complex project.)
- D. Provide a narrative to describe the roles and responsibilities of each person identified on the organization chart. Identify individuals that will work in the Big Room.
- E. Provide resumes of the people identified in the organizational charts.
- F. Key Personnel are defined as individuals who contribute to the development or execution of a project in a substantive, measurable way. These personnel shall be assigned to and continuously retained throughout the project. Substitution or replacement of any named individual requires the written approval of the University and. Failure to provide the listed individuals at all times while Work is in progress may be considered a material breach of this Contract, entitling the University to terminate the Contract for cause. Alternately, the University may issue a Stop Work order until the individual or an acceptable replacement is provided. If, by virtue of issuance of said Stop Work order, Design-Assist Trade Partner fails to complete the Work on time and in accordance with the schedule, Proposer may be assessed Liquidated Damages in accordance with the Agreement. Acceptance of a replacement individual may be conditioned upon the University's discretion at a cost to Proposer not to exceed \$50,000 and payable to the University. This payment is not intended to be a penalty, but rather to compensate the University for any additional efforts required to integrate a replacement member of the Design-Assist Trade Partner staff into the overall Project team.

3.3 Comparable Project Experience – Resubmit the required information from the Request for Qualifications submission.

Provide relevant examples of past or current projects that are comparable to the 48x Complex in size, scope, and complexity. The Proposer shall submit two (2) projects.

3.4 Project Approach

Provide narratives identified with sub-heads as listed below and include no more than one page per item:

1. Target Cost: Describe your approach and understanding of Target Value Design, and how the Proposer intends to work as a collaborative partner with UC Davis Health, and the entire Design Team to ensure the Proposer will provide all required Work within the Bid Package Target Value. Describe experiences from other projects, and strategies to maintain the Target Cost. Discuss approach to implementation of cost and schedule innovations,

including proactively managing and mitigating potential Escalation and Supply Chain disruptions. Include specific examples of potential opportunities for enhancement of the current project approach.

2. Foundation Construction: Describe how you will approach the foundation construction to meet the Schedule and Logistics plans, including any site laydown area required for this scope of work as well as pre-casting and placement of steel grade beams. Provide examples from projects with similar backfill and logistics coordination, preferably which required crane movement and steel erection across building foundations prior to placement of slab on grade.
3. VDC/BIM: Describe your approach to VDC/BIM on the project, whether the service is performed in-house or outsourced and how model detail is transferred to the field. Describe the role you will play in coordination with other trades and how your BIM processes will provide value to the project as a whole.
4. Logistics, Safety and Quality: Identify on site equipment required for your scope of work and laydown area space requirements with respect to the Project Logistics plan, including your approach to material delivery and staging. Highlight which measures will be taken to ensure safety of jobsite personnel and the public. Describe how quality of work will be maintained throughout the various stages of execution. Include discussion of potential opportunities for prefabrication of elements of this scope.
5. Describe Work Force Plan and Construction Staffing to support the project and schedule. Indicate the peak onsite labor expected by the proposer, and the percentage of the work force will be comprised of current "Core Employees", which is defined as current employees of the Proposer.

3.0 Trade Partner Anchor Strategy Plan: Provide a response describing your approach to the Anchor Strategy Plan. Provide a commitment for percentage of local hire and a percentage of diverse business utilization to achieve on the project. See RFP Section 2.4 for additional information.

3.5 Presentation: (No written response required) A scored presentation where the Proposer will have a final opportunity to present the content of their proposal. Detailed information and instructions about the Final Presentation will be distributed to the teams prior to the date of the Presentation.

3.6 Price Proposal

A. Price Proposal Form:

Each Prequalified Proposer shall be responsible for submitting a completed and signed Price Proposal Form as contained within this RFP. Failure to submit complete and signed forms of the Price Proposal Form shall result in the Prequalified Proposer's Submittal being rejected as nonresponsive.

Phase 2 Design and Preconstruction – Construction Documents: Proposer shall include a lump sum proposal to provide all services including but not limited to design coordination, BIM services, preconstruction services, and insurance for the Phase 2 portion of the Work. Payment of services provided shall in accordance with the Standard Subcontract form and the UCDH Prime Contract. The Proposer's Overhead and Profit Percentage shall not apply to Phase 2.

Phase 3 General Conditions and General Requirements (GC/GR): Proposer shall include a lump sum proposal to provide all construction administration services including but not limited to site management, construction coordination, BIM services, and other costs related to and required for the compliant execution of the construction of the project. If the University exercises its option for Phase 3, the actual payment of services provided shall in accordance with Standard Subcontract form and the UCDH Prime Contract.

The Phase 3 General Conditions and General Requirements bid for your scope of work is to include all management and staff that would be considered General Conditions staffing and General Requirements to support that GC staffing, and NOT the actual direct field performance of the Work. The intent is Phase 3 costs will be reimbursed for fixed GC/GR costs plus the actual cost of work plus a fee using the percentage stated multiplied times the GC/GR costs and the actual costs of work. This will all be under a Guaranteed Maximum Price. The cost of the work will be reimbursed on an actual cost basis based on audited labor rates and full detailed backup each month, per the terms of the Prime Contract General Conditions, Article 9.2 – Allowable Costs. No overhead costs will be reimbursed as a part of the cost of the work and should be included in either your Proposed Fee percentage or the lump sum Phase 3 General Conditions / General Requirements.

All Phase 3 management staff should be included in your Phase 3 proposal lump sum amount, including General Conditions and staff, including but not limited to, Project Manager, Project Engineer, detailers, BIM engineers, BIM managers, Superintendents, Project Executives, Administrative staff, Estimators, cost control and any other staff not directly involved in the field performance of the work.

Fee Percentage for Phase 3 Work: The Proposer shall provide a proposal expressed as a percentage and shall be applied to the Phase 3 Allowable Cost of Work including the Phase 3 General Conditions and General Requirements, subject to the GMP limitations. The Proposer's Fee is intended to fully compensate the Proposer for all overhead, profit, insurance not covered by the UCIP, and other expenses that are not Allowable per the terms of the UCDH Prime Contract General Conditions and the Standard Subcontract form. The Fee Percentage shall not apply to Phases 1 and 2.

B. Proposal (Bid) Bond:

Each Proposal shall be accompanied by Proposal Security (Bid Bond) in the amount of **10% of the Target Cost** (as identified in section 1.5), as security for Prequalified Proposer's obligation to enter into a Contract with the University. Proposal security shall be a Bid Bond on the form provided by the General Contractor and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Proposal security, failure to use University's Bid Bond form will result in the rejection of the Proposal.

4.0 BASIS OF SELECTION

4.1 Proposal Evaluation

Selection will be based upon a "Lowest Cost per Point" approach.

The University will have the right to reject all Proposals. The University will have the right to reject any Proposal not accompanied by the required Proposal Security or any other item required by the Proposal Documents, or a Proposal which is in any other way materially incomplete or irregular. The University may reject all proposals that exceed the Target Cost as identified for each trade at their discretion.

The University will have the right to waive nonmaterial irregularities in a Proposal. The University will issue a Notice of Intent to Award within forty-five (45) days after the Proposal Deadline. Proposer further agrees that it will not withdraw its Proposal within ninety (90) days

after the Proposal Deadline, and that, if it is selected as the apparent lowest responsive and responsible Proposer, that it will, within thirty (30) days after receipt of Notice of Selection, sign and deliver to The University and furnish all items required by the Proposal Documents.

If the University (1) consents to the withdrawal of the Proposal of successful Proposer, (2) or Proposer is not financially or otherwise qualified to perform the Contract, the University may reject such Proposer’s Proposal and select the next Lowest Cost per Point Proposal, until all Proposals are exhausted, or reject all Proposals.

4.2 Lowest Cost Per Point

Proposals will be evaluated by a Project committee, which will consist of UC Davis Health and Cambridge Construction Management. This Project committee herein after will be referred to as the “Review Panel”. The Review Panel will review each Proposal and determine the following:

- A. Responsiveness to the requirements of this RFP.
- B. Scores of each responsive proposal.
- C. Determine the “Lowest Cost per Point” submitted. The responsible Proposer with the lowest cost per point will be recommended by the Review Panel.
- D. Evaluated Sum shall be as provided by the Proposer on the Price Proposal Form, and shall be calculated as follows:
 - (a) Proposer’s Fee Percentage, multiplied by the Anticipated Phase 3 value (to be derived from the bid package target cost); plus
 - (b) The Anticipated Phase 3 value, plus;
 - (c) Proposers lump sum Phase 1 value, plus;
 - (d) Proposers lump sum Phase 2 value, plus;
 - (e) Proposer’s lump sum Phase 3 GC/GR value
 - (f) Items (a) through (e) will be added together to create an Evaluated Sum; divided by Proposer’s score on the Proposal Evaluation.
- E. Evaluated Sum / Technical Proposal Score = Cost Per Point

Following is an example calculation of an Evaluated Sum and the Lowest Cost per Point

Proposer A’s Final Score on the Technical Proposal	900
Divide the Evaluated Sum by Proposer A’s Technical Proposal Score	\$7,778

An example of the comparison and selection process is shown in the summary table below:

Proposer	Evaluated Sum	Final Score	Cost per Point
A	\$7,000,000	900 pts	\$ 7,778 per point
B	\$6,400,000	950 pts	\$ 6,737 per point
C	\$6,000,000	875 pts	\$ 6,857 per point

In the example above, Proposing Team B is acknowledged as the Lowest Cost Per Point for the project.

4.3 Selection Criteria – 1,000 points total

A.	Team Experience & Capabilities	300 Points
B.	Comparable Project Experience	50 Points
C.	Project Approach	250 Points
D.	Trade Partners Anchor Strategy Plan	150 Points
E.	Presentation	250 Points

5.0 PROPOSAL (BID) PROTEST

5.1 Any Proposer, person, or entity may file a Proposal (Bid) protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the date of posting in a public place of a notice of the determination of the apparent best cost per point proposal.

5.2 If a Proposal is rejected by the Facility, and such rejection is not in response to a Bid protest, any Proposer, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Proposer's receipt of the notice of rejection.

5.3 For the purpose of computing any time period in this Article 4, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

5.4 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Proposer whose Proposal is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Proposer an opportunity to rebut such evidence, and permit Proposer to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Proposer whose Proposal is the subject of the Bid protest, and all Proposers affected by the decision. As used in this Article 4, a Proposer is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Proposer not being the lowest responsible and responsive Proposer for the Contract. A written copy of the Facility's decision must be received by the protestor, the Proposer whose is the subject of the Bid protest, and all Proposers affected by the decision no later than 3 business days prior to award of the contract.

5.5 Notwithstanding the provisions of Article 4.4, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 4.8.

5.6 Proposer whose Proposal is the subject of the protest, all Proposers affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm

on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board
University of California
Office of the President
1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200
Attention: Director, Construction Services
And, by email to: constructionreviewboard@ucop.edu

5.7 A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

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

6.0 CONFLICTS

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

PRICE PROPOSAL FORM

FOR: **48X Complex (Formerly SASC)**
Project No: 9557270; Bid Package #6B – Concrete and Reinforcing Steel
UC DAVIS HEALTH
Sacramento, California
August 2022

PROPOSAL TO: UC DAVIS HEALTH
SASC Big Room 3301 C Street, Suite 1000
Sacramento, California 95816

PROPOSAL FROM:

(Name of Firm Submitting Proposal)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Date Proposal Submitted)

Note: All portions of this Price Proposal Form must be completed and the Price Proposal Form must be signed before the Proposal is submitted. Failure to do so will result in the Proposal being rejected as nonresponsive.

1.0 PROPOSER'S REPRESENTATIONS

Proposer, represents that a) it has the appropriate active Contractor's license required by the State of California; b) it has carefully read and examined the Proposal Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Prequalified Proposers; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) that all information and submittals provided as part of the prequalification process are accurate and correct; f) Proposer and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Proposer hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents. Proposer further agrees that it will not withdraw its Proposal within **90** days after the Proposal Deadline, and that, if it is selected as the apparent lowest responsive and responsible Proposer, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in duplicate and furnish to University all items required by the Proposal Documents. If awarded the Contract, Proposer agrees to complete the proposed Work within the approved Project Milestone Schedule, Subcontract Attachment 4.

2.0 ADDENDA

Proposer acknowledges that it is Proposer's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's facility at the appropriate address stated on Page 1 of this Price Proposal Form. Proposer therefore agrees to be bound by all Addenda that have been issued for this Proposal.

(Place figures in box.)

3.0 PHASE 2 PRECONSTRUCTION SERVICES – LUMP SUM

\$

(Place figures in box.)

4.0 PHASE 3 GENERAL CONDITIONS AND GENERAL REQUIREMENTS – LUMP SUM

\$

(Place figures in box.)

5.0 FEE PERCENTAGE FOR PHASE 3 CONSTRUCTION WORK

		.				%
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(Place figures in appropriate boxes.)

6.0 ALTERNATES

Payment and Performance Bonds

		.				%
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(Place figures in appropriate boxes.)

7.0 SELECTION OF APPARENT LOW PROPOSER

The apparent low Proposer will be determined in accordance with the evaluation process described in the "Proposal Evaluation Process" in the RFP.

8.0 PROPOSER INFORMATION

TYPE OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF _____
(State) _____

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE PROPOSAL ON BEHALF OF PROPOSER AND ALL GENERAL PARTNERS:

PERSONS SIGNING THE PROPOSAL ON BEHALF OF PROPOSER:

(Insert Name and Title)

GENERAL PARTNERS:

(Insert Names)

(Insert Names-continued)

CALIFORNIA CONTRACTORS LICENSE(S):

(Name of Licensee)

(Classification)

(License Number)

(Expiration Date)

10.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Proposal:

- 1. Price Proposal Form
- 2. Proposal security in the form of _____
(Bid Bond or Certified Check)
- 3. Exhibit 01B – UCIP Form
- 4. Exhibit 13 – Confirmation of Certification

11.0 DECLARATION

I, _____(Printed name), hereby declare that I am the _____
(Title)
of _____(Name of Proposer) submitting this Price Proposal Form; that I am duly authorized to execute this Price Proposal Form on behalf of Proposer; and that all information set forth in this Price Proposal Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I further declare that this Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Price Proposal, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at: _____(Name of City if within a City, otherwise Name of County), in the State of _____, on _____.
(State) (Date)

(Signature)

PROPOSAL SECURITY (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____,

as Principal, and _____, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of WRITTEN AMOUNT **(\$1,000,000)** for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Proposal for the work described as follows:

**48X Complex (SASC)
BID PACKAGE #6B – Concrete and Reinforcing Steel
UC Davis Health**

NOW, THEREFORE, if Principal shall not withdraw said Proposal within the time period specified after the Proposal Deadline, as defined in the Request for Proposal Documents, or within **90** days after the Proposal Deadline if no time period be specified, and, if selected as the apparent lowest responsible Proposal, Principal shall, within the time period specified in the Request for Proposal Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Proposal.
- (2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Request for Proposal Documents.
- (3) Furnish certificates of insurance and all other items as required by the Request for Proposal Documents.

In the event of the withdrawal of said Proposal within the time period specified, or within **90** days if no time period be specified, or the disqualification of said Proposal due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Request for Proposal Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Proposal and such larger amount for which THE REGENTS procure the required work covered by said Proposal, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

NOTE: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.

CONTRACT TERMS AND CONDITIONS

The following documents are available at the following link:

<https://ucdavis.box.com/s/sxn0b30lgednkfl6e1irjhg3gb11fott>

1. Proposal Documents
 - a. Request for Proposals
 - b. Price Proposal Form
 - c. RFP Attachment 2 - EX01-B-Safety&HealthQualForm-UCIP
 - d. RFP Attachment 3 - EX13-Confirmation of Certification
2. Subcontract Documents
3. UC Davis Health Prime Contract
4. Reference Documents
 - a. Project Controls Manual (Draft)- BIM Execution Plan
 - b. UCDH Anchor Strategy for Trade Partners
 - c. 95% Package 2 Design Development Drawings and Specifications
 - d. Geotechnical Report
 - e. Design Schedule Graphic & Permit Packages