REQUEST FOR PROPOSALS

for

SCHOOL FACILITY DESIGN-BUILD

for

Contract No.: ST-0044-B01

for the

Buckshutem Elementary School Addition/Alteration
and
Quarter Mile Lane Elementary School Addition/Alteration

Bridgeton, NJ

Mandatory Pre-Bid: 11:00 A.M., Friday, June 14, 2013

SCHOOL FACILITIES DESIGN-BUILD SERVICES
REQUEST FOR PROPOSALS

INTRODUCTION

Through this Request for Proposals ("RFP"), the New Jersey Schools Development Authority ("SDA") is seeking to award a single contract for Design-Build Services for two distinct School Facilites Projects, namely the Buckshutem Elementary School Addition/ Alteration Project, and the Quarter Mile Lane Elementary School Addition/ Alteration Project, both in Bridgeton, New Jersey ("the Projects"). This RFP defines the steps required for participation in the procurement. **Any firm responding to this RFP and meeting the requirements of the RFP shall be known as a "Design-Builder."**

This DESIGN-BUILD REQUEST FOR PROPOSALS consists of the following:

1. Request for Proposals
2. Technical and Price Proposal Forms
3. Design-Build Information Package

A mandatory pre-bid meeting will be held on **Friday, June 14, 2013 at 11 AM** at **Bridgeton Bank Street Administration Building, 41 Bank Street, Bridgeton, NJ**. In addition, mandatory site visits will be required. Bidders will be notified at the mandatory pre-bid as to when mandatory site visits will be held. All interested firms wishing to submit a proposal must attend BOTH the pre-bid meeting and the site visits.

Upon award, the NJSDA shall forward the Design Build Agreement to the successful Design-Builder for immediate execution, **without modification**.

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SECTION 1 -- PROCUREMENT OVERVIEW

1.1 Overview. This is a solicitation for design-build services in connection with the design and construction of two distinct school facility addition and alteration projects: the Buckshutem School Addition/Alteration Project, and the Quarter Mile Lane School Addition/Alteration Project, both located in Bridgeton, New Jersey. This solicitation is issued in accordance with the

Authority's regulations at N.J.A.C. 19:36-1 et seq. This solicitation seeks responses from interested Design-Builders in the form of a simultaneous submission of:

1. A Technical Proposal, which provides information required by the RFP including the past experience and qualifications of the Bidder and its Design-Build Team, the Design-Builder's overall approach to the two Projects and to the LEED™ requirements of the Projects, as well as other information, for evaluation by a Selection Committee charged with evaluation and scoring of the submittals with reference to the non-price evaluation factors identified in this solicitation; and

2. A sealed Price Proposal, which states the Design-Builder's fixed, lump-sum Contract Price for the two Projects, which will form the basis for the Guaranteed Maximum Price for each Project. The Price Proposals will remain sealed until the Technical Proposals have been evaluated and scored on the non-price evaluation criteria. The Price Proposal will be subject to scoring in accordance with the terms of this RFP.

As a precursor to submission of the Price and Technical Proposals, Design-Builders are required to submit a Project Rating Proposal to establish the Design-Builder's maximum bid amount for the construction portion of the Projects.

1.2 Basis of Award.

The Authority will award a contract to the Design-Builder whose proposal conforms with all the terms and conditions of the solicitation and whose proposal is determined to be the most advantageous to the Authority, price and other factors considered, in accordance with the terms of this RFP, and the provisions of the NJSDA's authorizing statute at N.J.S.A. 52:18A-243 and regulations adopted by the Authority at N.J.A.C. 19:36.

Price shall be considered more important than all other factors combined, with price representing 60% of the weighted scoring and all other factors representing 40% of weighted scoring. The Authority is under no obligation to accept the lowest price proposal, as evaluation and scoring of proposals shall be in accordance with the terms of the RFP and regulations at N.J.A.C. 19:36-1 et seq.

The NJSDA has no obligation to make an award and reserves the right to waive any non-material defects, reject any or all proposals for any reason in accordance with law, and/or terminate the selection process at any time.

1.3 Components of Response.

A responsive Proposal consists of the following three components:

- Project Rating Proposal (NJSDA Form PRP)

- Technical Proposal **(unbound original, three (3) bound copies, and two (2) CDs containing full cover-to-cover PDF copy required)** (FORMS PROVIDED)
- Lump Sum Price Proposal (NJSDA Form PP)

Any firm responding to this RFP shall be known as a "design-builder." As of the submittal due date for Project Rating Proposals and the submittal due date for technical and price proposals, the design-builder must be prequalified by the NJSDA and classified by the Department of Labor; the Department of Treasury, Division of Revenue; and the Department of Treasury, Division of Property Management and Construction, in one of the following DPMC Trade Classifications: C006 (Construction Manager as a Constructor), C007 (Design-Build) or C008 (General Construction).

Each responding firm shall identify in its Technical Proposal a single design consultant that will be engaged by the Design-Builder to **serve as the design consultant for BOTH Projects**. The named design consultant must be prequalified as of the submittal due date for technical and price proposals by the Department of Treasury, Division of Property Management and Construction and by the NJSDA in the discipline of Architecture (P001), with a prequalification rating of "Unlimited." The design consultant identified by the Design Builder in its technical and price proposal MUST be responsible for the design of BOTH Projects referenced in this Procurement, and shall be known as the "Design-Builder's Design Consultant" or "design consultant."

The design-builder selected for award shall hold the Design-Build Agreement with the NJSDA and shall act in the capacity of the prime contractor for both Projects. The design consultant shall perform in the contractual capacity of a subconsultant to the design-builder and as the architect of record for each project.

In addition to the design-builder and the design consultant, the Design-Build Team shall include the following required trade specialties, classified by the Department of Labor, Department of Treasury, Division of Revenue, Department of Treasury, Division of Property Management and Construction and prequalified by the NJSDA as of the submittal due date for technical and price proposals:

- Structural Steel & Ornamental Iron (C029)
- Plumbing (C030)
- HVAC (C039)
- Electrical (C047)

All subcontractors for each Project in the trades listed above must be identified in the Technical and Price Proposals and all information regarding such subcontractors must be supplied with the Technical and Price Proposals, as requested.

The Design-Builder may choose to engage different subcontractors for the two Projects, thereby creating a different Design-Build Team for each Project, but all subcontractors in the listed trades that the Design Builder will engage for either or both Projects must be identified in the Technical Proposal and Price Proposal. If a design-builder intends to self-perform any of the

work of the trades identified above, (noting that the design builder must be DPMC classified and NJSDA prequalified to perform work in such trades), the design-builder shall so indicate and include the required information where called for in the Technical and Price Proposals.

In addition to the necessary prequalification in the discipline of Architecture, the proposed Design Consultant must have in-house capability and DPMC classification and SDA prequalification or have DPMC classified and SDA prequalified sub-consultants for the following required disciplines:

- Electrical Engineering (P002)
- HVAC Engineering (P003)
- Plumbing Engineering (P004)
- Civil Engineering (P005)
- Structural Engineering (P007)
- Environmental Engineering (P011)

Subconsultants in the above disciplines must be identified in the Technical Proposal, and all requested information regarding such subconsultants must be supplied as requested. The Design-Builder may choose to engage different subconsultants for the two Projects, thereby creating a different Design-Build Team for each Project, but all such subconsultants must be identified in the Technical Proposal and Price Proposal. If the Design-Builder's Design Consultant intends to self-perform any of the services of the above-identified subconsultant disciplines, (noting that the design builder must be DPMC prequalified and NJSDA prequalified to perform such services), the design-builder shall so indicate and include the required information where called for in the Technical Proposal and the Price Proposal.

A. Project Rating Proposal

Interested firms must first submit the "Project Rating Proposal," which will be evaluated by the Authority in order to determine a firm's Project Rating Limit. A Project Rating Limit is effective for 24 months, and a firm may request that the NJSDA apply an existing rating to this procurement, provided there has been no negative change in the evaluative criteria upon which the Project Rating Limit is based.

Note that a firm's Project Rating Limit cannot exceed the firm's Aggregate Limit established by the Department of Treasury, Division of Property Management and Construction.

Interested firms must submit one (1) original copy of the Project Rating Proposal by **Monday, June 24, 2013** by **5:00 PM**.

Faxed or e-mailed Proposals shall not be accepted.

B. Technical Proposal

Interested firms must submit a Technical Proposal, which provides responses to the non-price "other factors" evaluative criteria requirements of this RFP. Interested firms must submit one unbound original, three (3) bound copies, and two (2) CDs containing full cover-to-cover PDF copies required of the Technical Proposals to the NJSDA for consideration. The Technical Proposals must be received by the NJSDA by **5:00 PM** on **Monday, August 5, 2013**. Faxed or e-mailed Submittals shall not be accepted.

C. Price Proposal

Interested firms must submit with the Technical Proposal a sealed "Price Proposal," which contains the lump sum Contract Price the Design-Builder intends to bid for the Work and Services for BOTH Projects, with a breakdown of costs for each Project, including the separately indicated fees for design services for each Project, as well as other required information. The Contract Price will form the basis for the Guaranteed Maximum Price for each Project. The Price Proposal must be submitted on the form provided by the NJSDA.

A Design-Builder may not submit a Price Proposal that offers a price for one of the Projects that, excluding amounts for design services and the GMP Reserve for such Project, exceeds its Project Rating Limit. (The price offered for each Project individually may not exceed a firm's per-project Project Rating Limit, though when added together, the overall lump sum that includes BOTH Projects MAY exceed a firm's Project Rating Limit). A Design-Builder may not submit a Price Proposal that, when added to amount listed on its Uncompleted Contracts Form, exceeds its Aggregate Limit (excluding amounts for design services and the GMP Reserve). A Design-Builder may not submit a Price Proposal that causes any one of the Subcontractors named in the Price Proposal to exceed that Subcontractor's Aggregate Limit.

Note that the Authority requires the Design-Builder to provide opportunities to SBE firms to participate in the performance of the Work, consistent with the Authority's SBE Set-Aside Goals.

The Price Proposal must be sealed and submitted with the original Technical Proposal and received by the NJSDA by **5:00 PM** on **Monday, August 5, 2013**. Faxed or e-mailed Price Proposals shall not be accepted.

Design-Builders are advised that in addition to requiring NJSDA prequalification of subcontractors in the principal trades listed above regardless of their contract amounts, NJSDA requires that subcontractors of any tier whose contract is in an amount equal to or more than $500,000 in any of the following DPMC Trade Classifications be NJSDA prequalified:

C006 - CM as Constructor
C007 - Design Build
C008 - General Contractor
C009 - GC/Alterations & Additions
C019 - Concrete/Foundation/Footings/Masonry work
C021 - Demolition

C029 - Structural Steel
C030 - Plumbing
C039 - HVAC
C045 - Sprinkler Systems
C047 - Electrical
C066 - Roofing-Membrane EPDM
C067 - Roofing-Membrane PVC/CPE/CSPE
C068 - Roofing-Membrane Modified Bitumen
C069 - Roofing-Urethane
C070 - Roofing-Built Up
C071 - Roofing-Metal
C072 - Roofing-Tile/Slate/Shingles
C092 - Asbestos Removal/Treatment
C093 - Asbestos Removal/Mechanical
C096 - Lead Paint Abatement

Similarly, Design-Builders are advised that in addition to requiring NJSDA prequalification of subconsultants in the principal disciplines listed above regardless of their contract amounts, NJSDA requires that subconsultants of any tier whose contract is in an amount equal to or more than $500,000 in any of the following DPMC Disciplines be NJSDA prequalified:

P001 Architecture
P002 Electrical Engineering
P003 HVAC Engineering
P004 Plumbing Engineering
P005 Civil Engineering
P007 Structural Engineering
P011 Environmental Engineering
P015 Land Surveying
P029 Construction Management
P038 Asbestos Safety Control Monitoring
P066 - P103 Materials Testing Laboratories

1.4 Evaluation and Scoring Process.

For this procurement, price shall be weighted as more important than all other factors combined, with price equaling 60% of the overall weight, and all non-price factors having a combined weight of 40%.

Each Technical Proposal will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation.

Technical Proposals will be evaluated by a Selection Committee ("Committee") established for the purpose of evaluating responsive technical proposals. The Selection Committee shall have

no fewer than three (3) members, consisting of one (1) member from the School District and no less than two (2) SDA Staff members.

The evaluation will be based upon the information provided by a firm in response to this RFP, and any necessary verification thereof, as well as interviews conducted for the purpose of clarifying the information contained in the Technical Proposals.

The members of the Selection Committee will evaluate each Design-Builder's Technical Proposal, and may confer with each other regarding the content of the Technical Proposals before scoring, but each Selection Committee member will independently score each Technical Proposal in all of the non-price evaluation categories described in this RFP, in accordance with the evaluation criteria described herein. Technical Proposals shall be evaluated as follows:

Each Selection Committee Member will evaluate each Technical Proposal, assigning a raw score for each category on a scale of 0 to 10 as follows:

- Outstanding (9–10): depth and quality of response offers significant advantages.
- Superior (7-8): exceeds RFP requirements with no deficiencies.
- Sufficient (5-6): meets RFP requirements with no significant deficiencies.
- Minimal (3-4): meets RFP requirements but contains some significant deficiencies.
- Marginal (1-2): comprehends intent of RFP but contains many significant deficiencies.
- Unsatisfactory (0): requirements not addressed and lack of detail precludes adequate evaluation.

Weighting factors will then be applied to each of the Selection Committee Member's raw scores for each category to arrive at a total weighted category score as follows:

Evaluation Category	Weighting Factor (Applied to Raw Score)	Maximum Available Points for Category
Design-Builder's experience on similar projects	2.5	25
Experience of Design-Builder's Design Consultant on similar projects	1.5	15
Design-Builder's prior affirmative action experience	0.5	5
Approach to Projects	3.0	30
Approach to Schedule	1.0	10
Approach to LEED requirements	1.5	15
Total Possible Non-Price Points:		100

For each Technical Proposal, the individual category scores awarded by a particular Selection Committee member will be added together to calculate a total non-price score for that Technical Proposal. The maximum total non-price score is 100.

All of the total non-price scores awarded to a Technical Proposal by the Selection Committee members will be added together and averaged to arrive at a final non-price score for each Technical Proposal. Once all the Technical Proposals have been scored, the Authority will reveal the Design-Builders' non-price scores at a public meeting in which the Authority will open the sealed Price Proposals and will review the Price Proposals for responsiveness. Non-responsive Price Proposals will be rejected.

The lowest responsive Price Proposal shall be awarded the maximum number of points for the price component, which shall be 100. All other Price Proposals shall be awarded points based on the percentage that each proposal exceeds the lowest bid.

For example:

CALCULATING PRICE POINTS

SAMPLE Bid Price	SAMPLE Points Calculation
Design-Builder #1: Price = $ **900,000**	Lowest Price = **100 points awarded**
Design-Builder #2: Price = $**1,100,000** Lowest Price - $ 900,000 Price Difference $ 200,000	$200,000 ÷ $900,000 = .22222 x 100 = 22.222 points 100 points – 22.222 points = **77.778** points **awarded**
Design-Builder #3: Price = $**1,200,000** Lowest Price - $ 900,000 Price Difference $ 300,000	$300,000 ÷ $900,000 = .33333 x 100 = 33.333 points 100 points – 33.333 points = **66.667** points **awarded**
Design-Builder #4: Price = $**1,400,000** Lowest Price - $ 900,000 Price Difference $ 500,000	$500,000 ÷ $900,000 = .55555 x 100 = 55.556 points 100 points – 55.556 points = **44.444** points **awarded**
Design-Builder #5: Price = $**1,000,000** Lowest Price - $ 900,000 Price Difference $ 100,000	$100,000 ÷ $900,000 = .11111 x 100 = 11.111 points 100 points – 11.111 points = **88.889** points **awarded**

Before being combined with the non-price scores, the price scores for all Design-Builders will be adjusted by a weighting factor of 60%, and the scores for the non-price "other factors" criteria will be adjusted by a 40% weighting factor.

Once all the Design-Builders' scores are weighted and compiled, the Authority shall determine the Design-Builder with the highest combined score for price and the non-price "other factors" evaluative criteria, and will recommend that award be made to that Design-Builder.

For Example:
Weighting and Combination of Price and Non Price Points

Maximum Points for Price Proposal = 100 Points
Maximum Points for Non-Price Factors = 100 Points

Price Weighted 60 percent and Non-Price Factors Weighted 40 percent

SAMPLE Raw Points	SAMPLE Weighted and Combined Totals
Design-Builder #1: Price = $ 900,000 Price Points = 100 Non-Price Points= 44.4	Design-Builder #1 100 points for Lowest Price (100 x .6) + (44.4 x .4) = 60.000 + 17.760 = 77.760
Design-Builder #2: Price = $1,100,000 Price Points = 77.778 Non-Price Points = 100	Design-Builder #2 (77.778 x .6) + (100 x .4) = 46.667 + 40.000 = 86.667
Design-Builder #3: Price = $1,200,000 Price Points = 66.667 Non-Price Points = 80	Design-Builder #3 (66.667 x .6) + (80 x .4) = 40.000 + 32.000 = 72.000
Design-Builder #4: Price = 1,400,000 Price Points = 44.444 Non-Price Points = 71.1	Design-Builder #4 (44.444 x .6) + (71.1 x .4) = 26.666 + 28.440 = 55.106
Design-Builder #5: Price = 1,000,000 Price Points = 88.889 Non-Price Points = 88.9	Design-Builder #5 (88.889 x .6) + (88.9 x .4) = 53.333 + 35.560 = 88.893

SECTION 2 – PROJECT RATING PROPOSAL

2.1.A Submission Of Project Rating Proposal

Design-Builders are required to submit a completed Project Rating Proposal for determination of a Project Rating Limit, or may request that the Authority apply a previously-determined Project Rating Limit, if that Project Rating Limit has been determined in the last 24 months.

A Project Rating Limit is effective for 24 months, and a firm may request that the Authority apply the most recent previously determined Project Rating Limit to this procurement, provided that the Project Rating Limit has been determined in the past 24 months, and there has been no negative change in the evaluative criteria upon which the Project Rating Limit is based. If applying the most recent Project Rating Limit, the Design-Builder MUST still complete pages 1 (Design-Builder's name) and 7 (signature page).

Otherwise, all Design-Builders are required to submit a completed Project Rating Proposal on or before the date and time listed in the Bid Advertisement or such other date as set by Addenda ("submission date"). All Project Rating Proposals must be delivered in accordance with Section 7 herein. **Faxed or emailed copies will be rejected**.

Design-Builders shall fill in all relevant blank spaces in the Project Rating Proposal form in ink or by typewriting.

The Design-Builder must sign the Project Rating Proposal form in ink and all signatures **must be original**. If the Design-Builder is a corporation, partnership or sole proprietorship, the legal name of the Design-Builder shall be printed or typed on the line provided. The Project Rating Proposal **must be** signed by an officer, partner or principal of the firm, as applicable, witnessed and the Corporate Seal must be affixed to the signature.

Projects listed on the Project Rating Proposal must be the experience of the Design-Builder and must have been **completed** within the past seven (7) years. "Completed" is defined as projects where - at a minimum – a Temporary Certificate of Occupancy (TCO) has been granted or in the case where a new or amended certificate of occupancy is not required, projects that are 100% complete.

Do not submit a separate list of projects to be used as references.

All Design-Builders shall submit a copy of a valid Business Registration issued by the Department of Treasury, Division of Revenue.

The Design-Builder must provide at least **two (2) projects**, but preferably four (4) projects, meeting the above criteria or it will be deemed ineligible to submit a Price Proposal.

The Project Rating Proposal of the successful Design-Builder with whom the Authority executes a contract will be incorporated into the Contract Documents, as if fully rewritten therein.

2.1.B Submission Of Project Rating Proposal By A Joint Venture

When two or more Design-Builders, **each** having valid classifications in the trade category or categories required by the Bid Advertisement, propose to form a joint venture for the purpose of submitting a bid on a specific package, the joint venturers shall submit a Statement of Joint Venture, in the form prescribed by the Authority, with their Project Rating Proposals. For joint venture Design-Builders**,** each individual firm comprising the joint venture shall submit a separate Project Rating Proposal that will be individually evaluated. The Project Rating Limit for each individual firm that comprises the joint venture will be added together to achieve a Project Rating Limit for the joint venture.

Each member of the Joint Venture must sign its Project Rating Proposal form in ink and all signatures **must be original**. If the Design-Builder is a corporation, partnership or sole proprietorship, the Project Rating Proposal must be signed by an officer, partner or principal of the firm, as applicable, witnessed and the Corporate Seal must be affixed to the signature.

2.2 Determination Of Project Rating Limit

A Design-Builder's Project Rating Limit will be determined by the following:

The Design-Builder's largest listed project X + the sum of the percentage increases calculated in accordance with Sections 2.2.1, 2.2.2 and 2.2.3 listed below.

A Design-Builder's Project Rating Limit cannot exceed 170% of the Design-Builder's largest listed project.

The Authority reserves the right to verify any information supplied by the Design-Builder on its Project Rating Proposal.

In determining the Design-Builder's largest listed project the following will not be used:

- If a reference contact rates a firm "Below Expectations" in either safety or quality of construction, or if the overall reference adjustment as described below in Section 2.2.1 is -5 (minus five) or lower, the Authority will not use that project in the determination of the Design-Builder's Project Rating Limit.
- If the Authority cannot contact a reference source, the Authority will contact the Design-Builder for another "Owner's Contact" for that project. If the Design-Builder is unable to provide an "Owner's Contact", or if the Authority is unable to contact the second "Owner's Contact" provided by the Design-Builder, the Authority will not use that project in the determination of the Design-Builders Project Rating Limit.

2.2.1 PRP Reference Adjustment

The Authority will select, at its discretion, two (2) projects or owner contacts listed in the Project Rating Proposal and obtain reference information from these contacts. Reference information will include the following seven (7) categories:

- Safety.
- The quality of the construction.
- The timeliness of the work performed.
- The efficiency of the Design-Builder's contract administration.
- Supervision of subcontractors.
- The Design-Builder's level of cooperation during the course of the construction.
- The timeliness and efficiency of punch list work corrections.

Project contacts will be asked if the performance in each of the seven (7) categories "exceeded expectations," "met expectations" or fell "below expectations," and the Authority will assign to the response the percentage adjustment listed below as appropriate for the response provided for each project or owner reference contacted:

	Exceeded Expectations	Met Expectations	Below Expectations
Safety	+5%	+3%	-5%
Quality of the construction	+5%	+2%	-5%
Timeliness of the work performed	+2%	+1%	-2%
Efficiency of contract administration	+2%	+1%	-2%
Supervision of subcontractors	+2%	+1%	-2%
Cooperation during construction	+2%	+1%	-2%
Timeliness and efficiency of punch list work corrections.	+2%	+1%	-2%

The Authority will then total the project reference adjustments together and the sum shall be the "Reference Adjustment".

2.2.2 PRP Safety Adjustment

A. Based on the current New Jersey (or other state's) Workers Compensation Insurance Experience Modification Rate (EMR) listed by the Design-Builder in the Project Rating Proposal, the Authority will assign an EMR percentage as listed below:

EMR is less than or equal to .80	+30%
EMR is > .80 but less than or equal to .90	+20%
EMR is > .90 but less than or equal to 1.00	+10%
EMR is >1.00 but less than or equal to 1.10	-10%
EMR is >1.10 but less than or equal to 1.20	-20%
EMR is >1.20	-40%

B. Based on the Safety Professional information listed by the Design-Builder in the Project Rating Proposal the Authority will assign a Safety Professional percentage as listed below:

	Yes	No
Employee of the firm completed OSHA 500 or OSHA 502 in last 4 years.	+2%	0%
Employee of the firm completed (CCHEST) STS-Construction.	+2%	0%
Employee of the firm completed AGC/A Safety Management Course.	+2%	0%

The Authority will add the EMR percentage and the Safety Professional percentage together for and the sum shall be the "Safety Adjustment".

2.2.3 PRP Prevailing Wage Adjustment

Based on the Prevailing Wage Record with the N.J. Department of Labor as listed by the Design-Builder in the Project Rating Proposal, the Authority will assign a Prevailing Wage Adjustment as listed below:

The firm has been adjudicated to have committed the following prevailing wage rate violations during the past five (5) years:

Committed No Violations	0%
Committed One Violation	-10%
Committed More than One Violation	-20%

2.3 Notification Of Project Rating Limit

Within five (5) business days after the submission date as listed in the Bid Advertisement or such other date as set by Addendum, the Authority will inform all Design-Builders by facsimile, mail or posting on the Authority's web site (www.njsda.gov) of the Design-Builder's Project Rating Limit. **A Design-Builder's Project Rating Limit cannot exceed the Design-Builder's Aggregate Rating.**

Any Design-Builder who disagrees with its Project Rating Limit may challenge the determination by making a written request to the Director of Procurement setting forth the specific grounds for the challenge. The challenge must be received by the Authority within three (3) business days of the posting of the results on the Authority's web site (www.njsda.gov). The

Director, or his/her representative, will review the challenge and issue a final written determination within three (3) business days of receipt of written request. At the discretion of the Director or his/her representative, additional information may be requested from the Design-Builder, in which case formal written determination will be issued within three (3) business days of receipt of said information. The determination will be made strictly on the information submitted.

SECTION 3 – TECHNICAL PROPOSAL EVALUATION CRITERIA

Where applicable, submissions shall be prepared and submitted using the Forms provided by the Authority as specified below. The Technical Proposal shall provide information as indicated below, and each evaluation criteria shall have the maximum score indicated below.

3.1.A Design-Builder's Experience on Projects of Similar Scope and Complexity (25 Points)

Utilizing the Design-Builder's Experience form provided by the Authority, the Design-Builder shall submit at least three, but no more than six, case studies as examples of the Design-Builder's past experience in performing and managing construction projects or design-build projects, comparable in scope and complexity to the Projects, with emphasis on case studies comparable to the Quarter Mile Lane Project or both Projects (Buckshutem and Quarter Mile Lane) combined. The case studies shall describe projects completed within the past seven (7) years, for which the Design-Builder served as the prime construction contractor. Case studies showing public-sector projects are preferable. Case studies representing comparable design-build experience are preferable, but case studies need not be limited to design-build projects. Case studies showing renovations and/or additions are also preferable, as are case studies showing work performed in occupied facilities.

Projects of similar scope and complexity may include, but are not limited to, any of the following:

* School facilities projects
* Projects occurring at multiple locations
* Addition/Renovation Projects
* Projects occurring in occupied facilities
* Public sector projects
* Design Build Projects

The case studies must concisely set forth the basic background information for the projects offered as comparables (including dates and location and the cost and scope of the work). The case studies must describe the effectiveness of the cited projects, and the methodology used to measure such effectiveness (on-time delivery, successful completion of project, effective management of costs).

The case studies shall demonstrate why the cited projects are comparable to the Project in scope, complexity or delivery method.

Where applicable, the case studies shall demonstrate the Design-Builder's experience working with the Subcontractors and/or Consultants identified in the Design-Build Team for either or both Projects under this Contract.

Case studies demonstrating the Design-Builder's experience working on projects subject to NJDEP and NJDCA jurisdiction are preferred, and case studies should describe the Design-Builder's experience working with such entities. For case studies of projects located outside of New Jersey, the Design-Builder should demonstrate experience working with governmental entities equivalent to NJDCA and NJDEP.

Each case study must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Design-Builder's performance on such project.

3.1.B Identification and Qualification of Design-Builder's Key Team Members

Utilizing the Key Team Member Resume form(s) provided by the Authority, the Design-Builder shall provide the following to show the qualifications of its design-build team, relevant to each Project (Buckshutem and Quarter Mile Lane):

1. **THE DESIGN-BUILDER SHALL PROVIDE AN ORGANIZATIONAL CHART FOR EACH PROJECT** (Buckshutem and Quarter Mile Lane). Each Organizational Chart shall show the Key Team Members identified for each such Project (including the Design-Builder's Design Consultant, and such Design Consultant's Key Team Members identified in response to Section 3.2.B of this RFP). At a minimum, the organizational chart shall identify the responsibilities, structure, and lines of authority between and among the Design-Builder, the Design Consultant and any named Subcontractor entities included in the Price Proposal. Additionally the following minimum Key Team members for each Project shall be identified by name:

    a. Design-Builder's Project Manager;
    b. Design-Builder's Superintendent;
    c. Design-Builder's Safety Coordinator/Inspector;
    d. Design-Builder's Quality Assurance/Quality Control Coordinator or Inspector.

2. The Design-Builder's Project Manager serves as the Authority's point of contact for each Project, and is defined by the Design-Build Agreement as the person designated by the Design-Builder to serve as its representative and "be available for general consultation throughout the Project. The Design-Builder's Project Manager shall have authority to receive and transmit instructions and information and render decisions related to the Project on behalf of the Design-Builder, and shall have the non-exclusive authority to bind the Design-Builder in all

decisions, changes or other matters relating to the Project." The Design-Builder's Project Manager shall serve as the Authority's point of contact on all matters relating to Work including, but not limited to, contract compliance, progress of work, overall project scheduling, financial matters and contract changes. The person identified by the Design-Builder as the Design-Builder's Project Manager shall have a minimum of **eight years of project management experience in construction** on projects of similar scope and complexity. The Design-Builder may designate **one single person** as Design Builder's Project Manager for **both projects** or may designate **two different persons,** with each identified as Design Builder's Project Manager for **one of the two projects comprising the contract**.

3. The Design-Builder's Superintendent is the person designated by the Design-Builder who serves as the Authority's on-site point of contact in all matters relating to the Work including, but not limited to, scheduling of work, supervision of subcontractors, testing and utility interruptions and connections. BECAUSE THE SUPERINTENDENT MUST BE PRESENT ON SITE WHENEVER WORK IS BEING PERFORMED, THE DESIGN-BUILDER MUST DESIGNATE **TWO UNIQUE SUPERINTENDENTS FOR THIS CONTRACT, ONE FOR EACH OF THE TWO PROJECTS COMPRISING THIS CONTRACT.**

The Superintendent is responsible for supervision of the Design-Builder's Work through Final Completion of the Project, including the supervision of Subcontractors. The Superintendent shall be present on the Project Site whenever Work is being performed, and shall attend all weekly Project meetings. The Superintendent shall be capable of identifying existing and predictable hazards on the Site and working conditions that are unsanitary, hazardous, or dangerous to employees and shall have the authority to take prompt corrective measures to eliminate such hazards and conditions. The Design-Builder's Superintendent shall have authority to receive and transmit instructions and information and render decisions related to the Project on behalf of the Design-Builder, and shall have the authority to promptly secure or supply such materials, equipment, tools, labor, and incidentals as may be required. The Superintendent shall have the non-exclusive authority to bind the Design-Builder in all decisions, changes or other matters relating to the Project. All directions given to the Design-Builder's Superintendent shall be binding as if given to the Design-Builder. The Superintendent shall only perform construction supervisory activities for the Project and shall not perform Construction Work, administrative work or perform additional roles or functions on the Project (e.g., Safety Coordinator or Inspector, Quality Assurance/Quality Control Coordinator or QA/QC Inspector). Each person identified by the Design-Builder as the Design-Builder's Superintendent for a given Project shall have a minimum of **six years of experience in a construction Superintendent role** on projects of similar scope and complexity. AGAIN, THE DESIGN-BUILDER MUST DESIGNATE **TWO UNIQUE SUPERINTENDENTS FOR THIS CONTRACT, ONE FOR EACH OF THE TWO PROJECTS COMPRISING THIS CONTRACT.**

4. The Design-Builder's Safety Coordinator/Inspector is the person identified by the Design-Builder who performs safety management duties required of the Design-Builder, and serves as the Authority's point of contact for all matters relating to project safety. The Design-

Builder's Safety Coordinator/Inspector enforces and implements the safety requirements of the Contract, including the Design-Builder's Safety Plan. The Safety Coordinator/Inspector is on site at all times during building activities, foundations work, trench work and structural steel erection. The Safety Coordinator/Inspector may also perform the duties of the Design-Builder's Quality Assurance/ Quality Control Coordinator/Inspector, provided he/she meets the qualifications of each position. **The Safety Coordinator candidate must have completed a 30-Hour OSHA Construction Industry Outreach Training Program, as well as scaffold training, and must have at least four years of construction industry experience**. The Design-Builder may designate **one single person** as Design Builder's Safety Coordinator/Inspector for **both projects** or may designate **two different persons,** with each identified as Design Builder's Safety Coordinator/Inspector for **one of the two projects comprising the contract**.

5. The Design-Builder's Quality Assurance/Quality Control Coordinator/Inspector ("QA/QC Coordinator") is the person identified by the Design-Builder who shall be responsible for all construction quality issues, and shall perform coordination between the Design-Builder, subcontractors, and any independent testing labs, and shall have the authority to act for the Design-Builder in all construction quality control matters. The QA/QC Coordinator shall be on-site at all times during construction to perform construction quality control duties. The QA/QC Coordinator is permitted to serve as the Design-Builder's Safety Coordinator/Inspector as well. **The QA/QC Coordinator shall have a minimum of four years' experience in a similar role.** The Design-Builder may designate **one single person** as Design Builder's QA/QC Coordinator for **both projects** or may designate **two different persons,** with each identified as Design Builder's QA/QC Coordinator for **one of the two projects comprising the contract**.

6. Utilizing the form provided by the Authority, the Design-Builder shall submit resumes of those employees designated as Key Team Members for each Project, and such resumes shall demonstrate the Key Team Members' project management experience on projects of similar scope and complexity as the Quarter Mile Lane Project, or the combined Projects, and shall demonstrate the Key Team Members' experience working with the named Subcontractors, where applicable.

7. For each comparable project cited in the Key Team Members' Resume Form, the Design-Builder must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Design-Builder's performance on such project.

8. The Authority will evaluate the required information to determine how well the Design-Builder identifies and demonstrates that its key personnel meet or exceed minimum qualifications necessary, which includes previous satisfactory experience in similar types of work, to manage, control, and perform the construction. The Authority will evaluate how well the Design-Builder demonstrates that it has the necessary structure and sufficient experienced, qualified personnel within its organization to effectively manage, control and administer and execute the construction operations, subcontracts and quality control and safety programs.

3.2.A <u>Design-Builder's Design Consultant's Experience on Projects of Similar Scope and/or Complexity</u> (15 Points)

Utilizing the Design Consultant Experience Form provided by the Authority, the Design-Builder shall submit at least three, but no more than six, case studies as examples of the past experience of the Design-Builder's identified Design Consultant, in designing and administering either design-build projects, or other construction projects comparable in scope and complexity to the Projects, with emphasis on case studies comparable to the Quarter Mile Lane Project, or both Projects combined. The case studies shall describe projects completed within the past seven (7) years, for which the Design Consultant served as the Architect of Record. Case studies showing public-sector projects are preferable. Case studies representing comparable design-build experience are preferable, but case studies need not be limited to design-build projects. Case studies showing renovations and/or additions are also preferable, as are case studies showing work performed in occupied facilities.

Projects of similar scope and complexity may include, but are not limited to, any of the following:

* School facilities projects
* Projects occurring at multiple locations
* Addition/Renovation Projects
* Projects occurring in occupied facilities
* Public sector projects
* Design Build Projects

The case studies must concisely set forth the basic background information for the projects offered as comparables (including dates and location and the cost and scope of the work). The case studies must describe the effectiveness of the cited projects, and the methodology used to measure such effectiveness (on-time delivery, successful completion of project, effective management of costs).

The case studies shall demonstrate why the cited projects are comparable to the Project in scope, complexity and/or delivery method.

Where applicable, the case studies shall demonstrate the Design Consultant's experience working with the Design-Builder, Subcontractors and/or Subconsultants identified in the Design-Build Team for either or both Projects under this Contract.

Case studies demonstrating the Design-Builder's experience working on projects subject to NJDEP and NJDCA jurisdiction are preferred, and case studies should describe the Design-Builder's experience working with such entities. For case studies of projects located outside of New Jersey, the Design-Builder should demonstrate experience working with governmental entities equivalent to NJDCA and NJDEP.

Each case study must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Design Consultant's performance on each project.

3.2.B Identification and Qualification of Design Consultant's Key Team Members

Utilizing the Design Consultant Key Team Member Resume form provided by the Authority, the Design-Builder shall provide the following to show the qualifications of its design-build team:

3.2.B.1 The following minimum Design Consultant Key Team members shall be identified by name:

a. Design Consultant's Project Manager;
b. Design Consultant's Project Architect;
c. Design Consultant's Engineering Design Manager;
d. Design Consultant's LEED™ specialist;
e. Design Consultant's E-Rate specialist;
f. Design Consultant's Commissioning Specialist.

Additional Design Consultant Key Team Members may include: Design Consultant's Site Environmental Specialist; Site/Civil Engineer; Structural Engineer; HVAC Specialist; Plumbing and Fire Protection Specialists/Designers; and Electrical Engineer or Designer and Special Systems Engineers or Designers.

3.2.B.2 Utilizing the form provided by the Authority, the Design-Builder shall submit resumes of those persons designated as Design Consultant Key Team Members for the Project, and such resumes shall demonstrate the Design Consultant Key Team Members' design and construction administration experience on projects of similar scope and complexity as the Project, and shall demonstrate the Design Consultant's Key Team Members's experience working with the Design-Builder and the named Subcontractors, where applicable.

3.2.B.3 For each project cited in the Key Team Members' Resume Form, the Design-Builder must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Design Consultant's performance on such project.

The Authority will evaluate the required information to determine how well the Design-Builder demonstrates that it has the necessary structure and sufficient experienced, qualified personnel within its Design-Build Team to effectively design, administer and execute the design services and construction administration obligations of the Projects.

3.3 <u>Design-Builder's Demonstrated Prior Affirmative Action Experience</u> (5 Points)

Using the Design-Builder's Demonstrated Prior Affirmative Action Experience form provided by the Authority, the Design-Builder shall provide a written statement indicating its

demonstrated experience with regard to affirmative action. The statement shall indicate whether the Design-Builder has in place an existing affirmative action plan concerning its workforce and procurement practices and shall indicate the Design-Builder's approach for implementing its workforce goals with respect to the Projects. The Design-Builder shall indicate whether it performs periodic reviews or self-audits of its affirmative action plan and workforce goals. The statement shall describe or attach the Design-Builder's policies on nondiscrimination in employment and hiring, equal employment opportunity for veterans and individuals with disabilities, and prevention of harassment and retaliation.

3.4 Design-Builder's Overall Approach to the Projects (30 Points)

Using the Design-Builder's Overall Approach to the Project form provided by the Authority, the Design-Builder shall submit a written statement indicating the Design-Builder's approach and methodology for executing the two Projects comprising this Contract. The narrative shall address topics relevant to the performance and completion of the Projects that may include, without limitation, the following:

1. The Design-Builder's understanding of the scope and challenges of each Project;
2. The Design-Builder's approach to selection of materials and systems not already dictated by project requirements, including how such selections impact project cost, project delivery dates, satisfaction of LEED™ criteria, and other matters;
3. Purchasing Plan for project materials, including identification of long-lead items;
4. Workforce plan for each Project by phases, identifying the trades, types or percentages of work to be performed by the Design-Builder's own forces as compared to the trades, types or percentages work to be subcontracted to others;
5. Identification of Site logistics concerns and discussion of plan for site organization and maintenance of site for each Project;
6. Approach to management of subcontractors and subconsultants;
7. Summary description of quality control and assurance program;
8. Identification of code compliance concerns, special inspection issues, and plan for interaction with code officials for each Project;
9. Summary description of start-up and testing program for systems and equipment;
10. Identification of safety concerns and summary description of plan for site safety and efforts to reduce workplace injuries;
11. Identification of security concerns and summary description of plan for site security; and
12. Plan for achieving timely close out of both Projects.

The Selection Committee will evaluate the strengths, weaknesses and any deficiencies in the proposed approach and methodology. The Authority will evaluate the Design-Builder's understanding and capability to execute the project, and the realism of the Design-Builder's approach to schedule and other criteria.

3.5 Design-Builder's Approach to Schedule (10 Points)

Using the Design-Builder's Approach to Schedule form provided by the Authority, the Design-Builder shall submit a detailed bar-chart schedule for completion of the two Projects comprising this Contract, showing all design phases, the securing of DOE and DCA approvals of plans, as well as tracking major construction activities and milestones including substantial completion, final completion and project closeout for each Project. The bar chart schedule shall be accompanied by a written narrative indicating the Design-Builder's approach and methodology for executing each Project within the milestone dates provided. The narrative shall address topics relevant to the performance and completion of the Projects that may include, without limitation, the following: identification of schedule concerns and constraints (e.g., completion of preliminary and final design, permitting issues, potential for phased DCA release, labor and material availability, winter weather conditions) and plan for completion of each Project in accordance with the Authority's proposed date for contract completion. Include discussion of plan for maintaining schedule and providing regular schedule updates;

3.6 Approach to LEED™ Requirements (15 Points)

Using the Design-Builder's Approach to LEED™ Requirements form provided by the Authority, the Design-Builder shall submit a detailed narrative describing the Design-Builder's approach to achieving the proposed level of LEED™ certification on each Project. The narrative shall confirm the level of LEED™ certification (basic, Silver, Gold, or Platinum) the Design-Builder proposes to be achieved, and discuss the approach to achieving this level of certification (i.e., integration of LEED™ requirements in design, monitoring compliance through design and construction, process for submission to USGBC for certification, etc.) The narrative shall be accompanied by a completed LEED™ checklist (form provided by the Authority) identifying the specific LEED™ features which the Design-Builder proposes to incorporate in the design and construction of each Project.

3.7 Interview

The Authority has determined to perform interviews with all Design-Builders, to be conducted after technical submissions have been received. The interviews will allow Design-Builders to clarify information provided in their submissions, and will allow for selection committee members to ask questions about the technical submissions.

3.8 Small Business Enterprise Forms "B" and "C"

The NJSDA requires the Design-Builder to provide opportunities to SBE firms to participate in the performance of this engagement, consistent with NJSDA's SBE set aside goals of 25%. Accordingly, the Design-Builder should strive to award, for each individual Project comprising this Contract, 5% of the contract value to registered Category 4 SBE firms; 5% of the contract value to registered Category 5 SBE firms; and 5% of the contract value to registered Category 6 SBE firms; and 10% of the contract value to SBE firms registered in any of the three Categories.

Similarly, the NJSDA requires the Design Builder and its Design Consultant to provide opportunities to SBE firms to participate in the performance of this engagement, consistent with NJSDA's consultant SBE set aside goals of 25%. Accordingly, the Design-Builder should strive to award, for each individual Project comprising this Contract, 5% of the contract value to registered Category 1 SBE firms; 5% of the contract value to registered Category 2 SBE firms; and 5% of the contract value to registered Category 3 SBE firms; and 10% of the contract value to SBE firms registered in any of the three Categories.

With respect to consultant SBE participation, the Design Builder and its Design Consultant are required to demonstrate efforts to comply with the Set-Aside Goals for consultant SBE opportunities by submitting with the Technical Proposal the Authority's "SBE Form B" for the Design-Builder's Design Consultant and Design Consultant's subconsultants, and "Form C Certification of SBE Status," as provided by the Authority, showing the Design Builder's efforts to ensure SBE consultant participation in support of the Authority's Set-Aside Goals. The Authority requires this documentation and identification of consultant SBE participation at this time, in recognition that the initial portion of the Projects will consist of the performance of design services. The Design Builder is not required to identify its subcontractor SBE participation until a later point in the Projects, in recognition of the fact that in a Design-Build procurement, the full scope of construction work may not be known until after the finalization of relevant design documents. Accordingly, the Design-Builder is not required to demonstrate its efforts to comply with the Authority's Set-Aside Goals for construction work until just prior to the issuance of the Notice to Proceed with Construction Work for the Projects, when the Design Builder shall be required to submit an executed "SBE Form A" for the Design-Builder and its subcontractors, and an updated "Form C Certification of SBE Status".

3.9 Technical Proposal Certification

Using the Design-Builder's Technical Proposal Certification form provided by the Authority, the Design-Builder hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey, that all information provided herein is accurate and truthful.

SECTION 4 -- SUBMISSION OF TECHNICAL AND PRICE PROPOSALS

4.1 General

4.1.1 Submission of Technical Proposal

Design-Builders are required to submit completed Technical Proposals (along with completed Price Proposals) on or before the date and time listed in the Bid Advertisement or such other date as set by Addenda ("submission date"). All Technical Proposals must be delivered in accordance with Section 7 herein. **Faxed or emailed copies will be rejected**.

The Design-Builder must sign the Technical Proposal form(s) in ink and all signatures **must be original**. If the Design-Builder is a corporation, partnership or sole proprietorship, the legal name of the Design-Builder shall be printed or typed on the line provided. The Technical Proposal **must be** signed by an officer, partner or principal of the firm, as applicable, witnessed and the Corporate Seal must be affixed to the signature.

Projects identified in the Technical Proposal must be the experience of the Design-Builder and must have been **completed** within the past seven (7) years. "Completed" is defined as projects where - at a minimum – a Temporary Certificate of Occupancy (TCO) has been granted or in the case where a new or amended certificate of occupancy is not required, projects that are 100% complete.

4.1.2 Examination of Contract Documents and Project Site

The Design-Builder shall examine all the Design-Build Contract Documents for each Project included in this Contract, noting particularly all requirements that will affect the Design-Builder's work in any way. The Design-Build Contract Documents are defined in the Design-Build Agreement at Section 1.25.

The Design-Build Contract Documents should be read in their entirety as they define the scope of Work and responsibilities of the Design-Builder and the NJSDA. A firm wishing to submit a response to this RFP must review all such documents and be thoroughly familiar with all of the terms and conditions of such documents.

Interested parties should review the Design-Build Contract Documents with care. Interested parties may also wish to consult their attorneys and insurance brokers regarding the terms and conditions of the Design-Build Contract Documents.

Please note the provisions in the Design-Build Agreement holding the Design-Builder responsible for a "per occurrence" deductible of $25,000 for any loss payable under the OCIP Builder's Risk Insurance coverage, with the exception of claims caused by Flood, Wind and Earthquake.

Interested parties should note that the form of Design-Build Agreement recognizes that the Authority has implemented a School Facilities Projects Owner Controlled Insurance Program ("OCIP") in accordance with N.J.S.A. 18A:7G-44. The OCIP provides certain types of insurance coverage for the Design-Builder and certain of its Subcontractors that are deemed eligible under the terms of the OCIP. Despite such OCIP coverage, the Design-Builder and the eligible Subcontractors are required to obtain certain insurance coverage of the types specified in Section 14.14 of the Agreement. Furthermore, the form of Agreement also recognizes that certain Subcontractors, and all consultants and subconsultants providing professional services to the Design-Builder, are ineligible for OCIP coverage (hereinafter, "Ineligible Subcontractors/Subconsultants"), as set forth in Section 14.15 of the Agreement. Such Ineligible Subcontractors/Subconsultants are required to obtain insurance coverage of the types specified in Section 14.15.5 of the Agreement.

Failure of a Design-Builder to be acquainted with the amount and nature of work required to complete any applicable division of the work, in conformity with all requirements of the project(s) and the package as a whole, will not be considered as a basis for additional compensation.

The Design-Builder shall evaluate each Project Site and related conditions, including without limitation the following:

- The condition, layout and nature of each Project Site and surrounding areas;
- The availability and cost of labor;
- The availability and cost of materials, supplies and equipment;
- The cost of temporary utilities required in the bid;
- The cost of any permit or license required for the Projects and not paid for by the Authority;
- The generally prevailing climatic conditions; and
- Conditions bearing upon transportation, disposal, handling, and storage of materials.

Unless otherwise specified in the Design-Build Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Authority and any use of or reliance upon such items by the Design-Builder is at the risk of the Design-Builder.

4.1.3 Pre-Bid Meeting and Addenda

All Design-Builders must attend the mandatory pre-bid meeting. No Technical Proposal or Price Proposal will be accepted from any Design-Builder that fails to attend the mandatory pre-bid meeting. In the case of a Joint Venture, only one representative from the Joint Venture need attend the pre-bid conference.

The mandatory pre-bid meeting will be held as set forth in the Bid Advertisement appearing in selected newspapers and at the Authority's website: www.njsda.gov.

The Authority must issue Addenda, at least seven (7) business days prior to the date scheduled for receipt of the Price Proposals, excluding Saturdays, Sundays and legal holidays, to clarify, interpret, correct or change the Contract Documents. The Authority shall provide copies of Addenda only to pre-qualified firms that attended the mandatory pre-bid meeting and submitted a Project Rating Proposal. Failure to acknowledge the addenda, and include such acknowledgement with the Price Proposal, may result in the rejection of the Price Proposal.

Design-Builders shall not rely on any oral answers to questions raised at the pre-bid meeting or at any other time. Design-Builders shall not rely on any interpretation or clarification of or correction or change to the Design-Build Contract Documents unless it is in the form of a written Addendum.

4.1.4 Interpretation

If the Design-Builder has any questions or finds any perceived error or omission in the Design-Build Contract Documents or any conflict or discrepancy within the Contract Documents or between the Design-Build Contract Documents and any applicable provision of law, the Design-Builder shall submit a written request to the Authority for interpretation or clarification. Failure to submit said question or request for information shall be deemed a waiver for any claims for future compensation regarding discrepancies within the Design-Build Contract Documents.

The Design-Builder shall be responsible for delivery of such requests no later than fifteen (15) business days prior to the Technical and Price Proposal submission date.

All responses to such requests shall be in the form of written Addenda.

The submission of a Technical Proposal and a Price Proposal is conclusive evidence that the Design-Builder has completely reviewed the Design-Build Contract Documents and fully understands and agrees to all of the requirements, terms and conditions set forth therein.

4.1.5 Design-Build Information Package

A Design-Build Information Package containing the Authority's requirements for the two Projects comprising this Contract, as expressed in drawings, plans, Procedural and Performance Specifications and other documents, will be made available to prequalified firms through a controlled-access website.

4.1.6 OCIP

In accordance with Article 14 of the Design-Build Agreement, the Authority has elected to implement an Owner Controlled Insurance Program (OCIP) to provide Workers' Compensation, Employers Liability, General Liability, Excess Liability, and Builder's Risk Coverage for Contractors and eligible Subcontractors, of any tier, providing direct labor to the Projects. The Authority agrees to pay all premiums associated with the OCIP, including deductibles or self-insured retention (giving the Contractor and Subcontractors first dollar coverage), unless otherwise stated in the contract documents. While the OCIP is intended to provide broad coverage and high limits, the OCIP is not intended to meet all the insurance needs of the Design-Builder, or its Subcontractors or Subconsultants. Participation in the OCIP Program is mandatory for eligible Contractors and Subcontractors, but not automatic, unless otherwise determined by the Authority.

The Design-Builder agrees to submit its Price Proposal Net of Insurance, excluding all applicable insurance expenses and policy costs allocated to the Projects for Workers' Compensation, Employers Liability, General Liability, on-site Excess Liability, and Builder's Risk insurance.

The Design-Builder and its Subcontractors shall be required to comply with all provisions of the applicable Project Safety Manual as such compliance has a direct bearing on the insurance costs of the Authority. Some of these provisions may have additional cost implications, which could impact the bid price.

Subcontractors and Subconsultants not enrolled in the OCIP will be required to maintain their own insurance and will be required to participate in the Project Safety Program.

4.1.7 Standards

The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the specifications to denote kind and quality shall be known as standards and all bids shall be based upon those standards.

Where two or more standards are named, the Design-Builder may furnish any one of those standards.

Items, which are not standards, may be used only if accepted pursuant to the requirements of Section 4.1.8 herein.

4.1.8 Proposed Equals

If the Design-Builder proposes to use articles, devices, materials, equipment, forms of construction, fixtures or other items other than those standards named in the Design-Build Contract Documents, the Design-Builder shall certify that the item is equal in quality and in all aspects of performance and appearance to the standards specified.

In addition, the Design-Builder shall submit information regarding the proposed equals to the Authority no later than fifteen (15) business days prior to the Price Proposal submission date, which information shall include:

- The name and a complete description of the proposed equal, including drawings, performance and test data, and other information necessary for a complete evaluation;
- A statement of any advantages, in particular cost savings or time savings, to be achieved by the Authority if the proposed equal is employed; and
- A statement setting forth any changes, which the proposed equal will require in the projects.

If the Authority approves the proposed equal, the Authority shall issue an Addendum describing and authorizing use of the new standard.

The decision to approve or disapprove a proposed equal shall be solely within the discretion of the Authority, and shall be final when made. The Authority shall have the discretion to reject a

proposed equal, for any reason whatsoever, including the fact that the Design-Builder failed to provide sufficient information to enable the Authority to completely evaluate the proposed equal without delay in the scheduled Price Proposal submission date.

No Design-Builder shall rely on a proposed equal in the preparation of its bid unless that proposed equal has been expressly approved as a standard in the form of an Addendum issued prior to the Price Proposal submission date.

4.1.9 Prevailing Wage

Design-Builders are advised that this Contract will require compliance by the Design-Builder and all Subcontractors with the New Jersey Prevailing Wage Act, as well as federal prevailing wage requirements pursuant to the Davis-Bacon and Related Acts.

4.2 Price Proposal

Any exception to the wording of the bid form shall cause the Price Proposal to be rejected as non-responsive.

Unless the Design-Builder withdraws its Price Proposal prior to the Price Proposal submission date and time, the Design-Builder shall be required to comply with all requirements of the Contract Documents.

The Design-Builder shall fill in all relevant blank spaces in the Price Proposal in ink or by typewriting. The Design-Builder shall show all bid amounts in both words and figures. In the event of a discrepancy between the words and figures, the amount shown in words shall govern.

The Design-Builder must sign the Price Proposal in ink and all signatures **must be original**. If the Design-Builder is a corporation, partnership or sole proprietorship, the legal name of the Design-Builder shall be printed or typed on the line provided. The Price Proposal **must be** signed by an officer, partner or principal of the Design-Builder, as applicable, witnessed and the Corporate Seal must be affixed to the signature**. A Design-Builder may not submit a Price Proposal that offers a price for one of the Projects included in this Contract that, excluding amounts for design costs and the GMP Reserve for such Project, exceeds its Project Rating Limit.** (The price offered for each Project individually may not exceed a firm's per-project Project Rating Limit, though when added together, the overall lump sum Contract Price that includes BOTH Projects MAY exceed a firm's Project Rating Limit).

All Design-Builders **must** submit a copy of the Uncompleted Contracts Form for themselves and for any subcontractor identified in the bid advertisement. Failure to submit an Uncompleted Contracts Form with the Price Proposal will result in rejection of the bid. Uncompleted Contracts forms submitted by the Contractor and any required Subcontractors must reflect accurate and timely information. The amount set forth in the Uncompleted Contracts Form must reflect the amount of uncompleted work as of the date of the bid submission, or the date of the

response to the RFP. In no instances will Uncompleted Contracts forms be acceptable where the date of the Form is greater than 120 days prior to the due date for bid or proposal submissions.

By submitting the Price Proposal, Design-Builders agree to hold the Price Proposal open and valid for a period of one hundred twenty (120) calendar days from the date of the Price Proposal submission, unless this time period is extended by mutual agreement of the Design-Builder and the NJSDA.

4.2.1 Price Proposal By a Joint Venture

Design-Builders submitting a bid as a Joint Venture shall comply with all the requirements in Section 2.1B. In addition, each member of the Joint Venture shall sign the Price Proposal, have its signature witnessed and the Corporate Seal must be affixed to the signature.

4.2.2 Required Classification and Submittals

Each Design-Builder and subcontractor(s) in required trades must be classified or registered by 1) the Department of the Treasury, Division of Property Management and Construction; 2) the Department of Labor; and 3) by the Department of Treasury, Division of Revenue. Each Design-Builder and subcontractor must also be prequalified by the Authority in the trade(s) specified in the Bid Advertisement so that the Design-Builder and subcontractor(s) classifications, when considered in totality, meet the requirements of the Bid Advertisement and as modified by Addendum.

The Design-Builder's identified Design Consultant must be prequalified by the Department of the Treasury, Division of Property Management and Construction, and must employ qualified persons licensed to do business in the State of New Jersey, in order to perform the Services for the Projects.

Each Design-Builder shall include all required documentation with its Price Proposal, including, but not limited to:

- A submission of a valid Bid Bond in the proper amount on the form supplied by the Authority.
- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the Design-Builder.
- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the respective subcontractor(s) for any subcontractor identified in the bid advertisement.

- Uncompleted Contracts forms submitted by the Contractor and any required Subcontractors must reflect accurate and timely information. The amount set forth in the Uncompleted Contracts Form must reflect the amount of uncompleted work as of the date of the bid submission, or the date of the response to the RFP. In no instances will Uncompleted Contracts forms be acceptable where the date of the Form is greater than 120 days prior to the due date for bid or proposal submissions.

- Failure to submit the required Uncompleted Contracts Form(s) with the Price Proposal will result in rejection of the bid.

The Authority requests that every Design-Builder submit the following:

- Copies of their current, valid certificates of registration issued pursuant to "The Public Works Contractor Registration Act," P.L. 1999, c. 238; for the Design-Builder and subcontractors in the trades listed in the Bid Advertisement.

- Copies of their current Classification Notice with the Department of Treasury, Division of Property Management and Construction; for the Design-Builder and subcontractors in the trades listed in the Bid Advertisement.

- Copies of their current, valid Business Registration Certificate issued by the Department of the Treasury, Division of Revenue, for the Design-Builder and subcontractors in the trades listed in the Bid Advertisement.

- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the Design-Builder and subcontractors in the principal trades listed in the Bid Advertisement.

- Copies of their current, valid Prequalification Notice with the New Jersey Schools Development Authority, for the Design-Builder, its Design Consultant, its subcontractors in the principal trades and its subconsultants in the required disciplines listed in the Bid Advertisement.

4.2.3 Delivery Of Price Proposals

The Price Proposal shall be enclosed in a sealed envelope that is clearly marked with the Design-Builder's Name, Contract Number, Contract Name, School District Name and the date of Price Proposal submission.

The Design-Builder must submit its sealed Price Proposal to the Authority in conjunction with its Technical Proposal in accordance with Section 7 herein.

If the sealed Price Proposal is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a Price Proposal with the Design-

Builder's name, Contract Number, Contract Name, School District Name and the date of the Price Proposal submission shown on the envelope.

Any Price Proposal that arrives after the time set for submission will be returned to the Design-Builder unopened.

4.3 Withdrawal

A Design-Builder may withdraw a Price Proposal after it has been received by the Authority, provided the Design-Builder makes a request in writing to the Director of Procurement and the request is received by the Authority prior to the deadline for the submission of the Price Proposal. **Price Proposals may not be withdrawn after the submission deadline has passed**.

If a Design-Builder wants to make a change in a previously submitted Price Proposal, it must do so prior to the deadline for submission, by submitting a letter requesting the withdrawal of the previous submission and acceptance of a replacement Price Proposal.

4.4 Opening of Price Proposal

All Price Proposals submitted on or before the date and time scheduled for submission will be publicly opened and the lump sum base prices submitted by the Design-Builders will be read at the time and place indicated in the Bid Advertisement, or such other time and place as may be established by Addendum.

Design-Builders, their authorized agents, and other interested parties are invited to be present.

The public opening and reading of Price Proposals is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

4.5 Price Proposal Evaluation Criteria and Procedures

The Authority, in determining the successful Design-Builder, will evaluate the Price Proposals for responsiveness, including but not limited to verifying that:

- The submission of a valid Bid Bond in the proper amount;
- The Design-Builder and all subcontractors are classified, pre-qualified, registered and licensed as required by the Bid Advertisement;
- The Construction Services amount of the award of the contract in addition to the Design-Builder's uncompleted work will not exceed the Aggregate Rating of the Design-Builder; and

- The amount of the contract award associated with any Subcontractor's trade in addition to the uncompleted work of such Subcontractor named in the Price Proposal will not exceed the Aggregate Rating of such Subcontractor.

The responsible Design-Builder whose responsive bid offers the Authority the lowest price and whose price offered for each Project, exclusive of design fees and the GMP Reserve amount, does not exceed the Design-Builder's Project Rating Limit as established through the evaluation of the Project Rating Proposal, shall be awarded the maximum number of points for the price component (100 points). All other Design-Builders shall be awarded points based on the percentage that each proposal exceeds the lowest bid.

Once all Design-Builders' scores are weighted and compiled, the Authority shall determine the Design-Builder with the highest combined score for price and the non-price "other factors" evaluative criteria, and will recommend that award be made to that Design-Builder.

SECTION 5 -- AWARD REQUIREMENTS

Prior to determination of the successful Design-Builder, the Authority may request the following information from any Design-Builder:

> A bid breakdown, in CSI format, of the lump sum bid for each component of work for each Project. This information is not to be construed as a Schedule of Values or Trade Payment Breakdown, which may be required at a later date.

Such information must be supplied to the Authority within forty-eight (48) hours of the request.

After determination of the Design-Builder with the highest combined score, the SDA shall so notify the successful Design-Builder by issuing a Notice of Award.

Immediately upon receipt of the Notice of Award (or as otherwise indicated by the Authority), the recipient of the Notice of Award shall complete and deliver the following documents to the Authority, on forms provided by the Authority:

- Executed form of Agreement Between the New Jersey Schools Development Authority and the Design-Builder for Design-Build Services;

- Performance and payment bonds in the amount of one hundred percent (100%) of the Contract Price, current attorney-in-fact instruments and financial statements of the surety must be included for **each** bond;

- Certificate(s) of insurance and, if requested, a certified copy of the successful Design-Builder's insurance policies, including a copy of additional insured endorsement;

- Proof of Owner's Controlled Insurance Program (OCIP) Enrollment per Online Enrollment Procedures. The OCIP II Manual and Online Enrollment Procedures are located at http:/njsda.gov/Business/CV/Documents.html;

- Subcontractor Approval Form (Form 1105 and Instructions);

- Initial Project Work Force Report (AA201) – Construction and Sub-Contractor Projection Form (AA201a);

- Corporate resolution;

- "SBE Form A" for the Design-Builder and its subcontractors along with an updated "Form C Certifications of SBE Status" showing SBE contractor/subcontractor participation. The NJSDA requires the Design-Builder to provide opportunities to SBE firms to participate in the performance of this engagement, consistent with NJSDA's SBE set aside goals of 25%, awarding 5% of the contract value to registered Category 4 SBE firms; 5% of the contract value to registered Category 5 SBE firms; and 5% of the contract value to registered Category 6 SBE firms; and 10% of the contract value to SBE firms registered in any of the three Categories. In recognition of the fact that this is a Design-Build Procurement, and that construction work will proceed after the finalization of relevant design documents, the Design-Builder is not required to demonstrate its efforts to comply with the Authority's Set-Aside Goals for construction work until a time prior to the issuance of the Notice to Proceed with Construction Work for the Projects, at which time the Design-Builder shall be required to submit an executed "SBE Form A" for the Design-Builder and its subcontractors along with corresponding "Form C Certifications of SBE Status". The Authority will advise by separate correspondence when the SBE Forms A and C are required to be submitted.

- Integrity Affidavit;

- Disclosure to the Unit of Fiscal Integrity General Consent and Waiver;

- Executive Order 129 Certification;

- Business Registration Certificates issued by the Department of Treasury, Division of Revenue for all subcontractors identified in the bid advertisement;

- N.J. Division of Purchase and Property "Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions" and "Ownership Disclosure Form" as prescribed by Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and as amended by Executive Order 117 (2008);

- Copies of letters sent to all subcontractors listed in the Price Proposal submission, informing them: (1) they were listed as a subcontractor in your Price Proposal and (2) your firm has received a Notice of Award, for this Contract, from the NJSDA;

- "Letter of Assent – NJSDA Project Labor Agreement" for your firm and each subcontractor required to be named by the Bid Advertisement and listed in your Price Proposal

- Contractor Signature Page - NJSDA Project Labor Agreement

- Form W-9 – Request for Taxpayer Identification Number and Certification;

- EFT (Electronic Funds Transfer) Authorization Form; and

- Any other documents that may be required, as per the contract.

The Authority may extend the time for submission of the documents set forth above if good cause is shown and if the Authority determines, in its sole discretion, that the delay in document submission will not unduly delay project schedules.

Failure on the part of the successful Design-Builder to execute and deliver all of the documentation as provided in this Section, in the manner and within the time provided by the Contract Documents, is just cause for revocation of the Award and for the exclusion of the successful Design-Builder from bidding on subsequent Authority contracts for such period as the Authority may deem appropriate. If the Award is revoked for the above reasons, the Bid Bond shall become forfeited and the Authority may proceed to recover under the terms and conditions of the Bid Bond. At its discretion, the Authority may award the contract to the responsible Design-Builder with the next highest combined score, or re-advertise the Contract, precluding the forfeiting Design-Builder from bidding on the re-advertised Contract.

- N.J.S.A. 18A:7G-36 permits the Authority to utilize a construction contractor evaluation process, which will apply to the Design-Builder as prime contractor and may impact a contractor's Project Rating Limit on future NJSDA projects. The performance evaluation process applicable to this procurement is described in the Authority's regulations codified at N.J.A.C. 19:38B, which are available at www.njsda.gov.

The SDA may request additional information from the Design-Builder as required under the Agreement, SDA's policies, procedures or regulations, or other governing law.

Firms are hereby advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to N.J.S.A. 19:44A-20.18 and 20.19 (P.L. 2005, c. 271, section 3), in the event they receive contracts in excess of $50,000 from a public entity in a calendar year. It is a Firm's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of

financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

SECTION 6 – RIGHTS OF THE AUTHORITY

The Authority reserves the right to reject any Project Rating Proposal, Technical Proposal or Price Proposal that does not conform in all material respects with the requirements of the RFP or Contract Documents.

The Authority reserves the right to reject any Project Rating Proposal, Technical Proposal or Price Proposal deemed non-responsive.

The Authority reserves the right to reject any Project Rating Proposal, Technical Proposal or Price Proposal for any reason deemed to be in the best public interest.

The Authority reserves the right to reject any Price Proposal if the price, excluding amounts attributable to design fees and the GMP Reserve, exceeds the Authority's Construction Cost Estimate (CCE). The Authority reserves the right to reject any Price Proposal that, upon examination, appears to demonstrate an unbalanced allocation of costs to design fees relative to other project costs.

The Authority reserves the right to waive technicalities and the right to re-advertise for new bids.

The Authority reserves the right to rescind any determination of the successful Design-Builder or any Notice of Award if it determines that either was issued in error, or if it becomes aware of information or developments that impact on the responsibility of the Design-Builder.

SECTION 7 – DELIVERY/MAILING OPTIONS

Submission of any document(s) to the Authority shall comply with the following:

US Mail Address
NJSDA
P.O. Box 991
Trenton, New Jersey 08625-0991
Contract No: ST-0044-B01
Attn: Daryl Johnson

Fed Ex, UPS, Courier, Hand Delivery
NJSDA
1 West State St. (Wells Fargo Bank Building)
Trenton, New Jersey 08625-0991
Contract No.: ST-0044-B01
Attn: Daryl Johnson

List of RFP Forms:

1. Design-Builder's Experience on Projects of Similar Scope and Complexity
2. Identification and Qualification of Design-Builder's Key Team Members
3. Identification of Required Subcontractors
4. Design-Builder's Design Consultant's Experience on Project of Similar Scope and Complexity
5. Identification and Qualification of Design Consultant's Key Team Members
6. Design-Builder's Demonstrated Prior Affirmative Action Experience
7. Design-Builder's Overall Approach to the Projects
8. Design-Builder's Approach to Schedule
9. Approach to LEED Requirements
10. LEED for Schools 2009 Project Checklist
11. Small Business Enterprise Forms "B" and "C"
12. Technical Proposal Certification