



workforce **CONNECTIONS**
PEOPLE. PARTNERSHIPS. POSSIBILITIES.

REQUEST FOR PROPOSALS
FOR A CONSTRUCTION MANAGER AT RISK:
FOR THE ONE STOP CENTER FACILITY AND
ADMINISTRATIVE OFFICES DEVELOPMENT
PROJECT

RELEASE DATE: Monday, December 31, 2012

MANDATORY PRE-PROPOSAL MEETING AND SITE INSPECTION: Wednesday, January 9, 2013,
@ Job Site Location below 9:00am PST
**6330 West Charleston Blvd
Las Vegas, NV 89146-1182**

LAST DAY FOR QUESTIONS: Thursday, January 17, 2013

LAST DAY FOR ADDENDA: Monday, January 21, 2013

OPENING DATE, TIME and LOCATION: Monday, January 28, 2013, 3:00pm PST

Workforce Connections
7251 W Lake Mead Blvd
Suite 200
Las Vegas, NV 89128

Sealed proposals, one original, three copies and one electronic copy of the technical proposal and one original of the Cost Proposal, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above. **All proposals must be received on or before Monday, January 28, 2013, 3:00pm PST to be considered.** Proposals must be mailed or hand delivered to the W Lake Mead Blvd address above.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to:

Peter Bacigalupi
pbacigalupi@snvwc.org
Fax: (702) 636-4364

Visit the Workforce Connections website at <http://www.nvworkforceconnections.org> for posted RFP documents and any addenda.

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SECTION A INTRODUCTION

1. PURPOSE OF REQUEST

Workforce Connections (WC) seeks a Construction Manager at Risk (CMAR) for pre-construction and potential future construction services for the Workforce Connections One Stop Career Center and Administrative offices Development Project (One-Stop). The preconstruction services will be performed in conjunction with the scope of services being provided by the selected Architect (under a separate solicitation). The purpose of this project is to create a One Stop Center that enhances the range and quality of workforce development services for the southern Nevada workforce investment area.

The preliminary project schedule includes plans for the initial facility assessment, programming, conceptual design, conceptual cost estimating and scheduling/construction planning to be completed by end of February 2013, and construction will commence in March 2013. These schedule assumptions are subject to change.

2. Workforce Connections (WC)

Workforce Connections (WC) primary responsibility is to provide administrative oversight of the funds awarded to WC from the U.S. Department of Labor under Title I of the Workforce Investment Act (WIA). The primary use of these funds is to provide employment and training services to eligible unemployed and under-employed dislocated workers eligible youth between the ages of 14-21, who reside in the Southern Nevada Workforce Investment Area (SNWIA). The SNWIA encompasses the cities of Las Vegas, North Las Vegas, Henderson, Boulder City, and the counties of Clark, Nye, Lincoln and Esmeralda.

3. TERMINOLOGY

CONTRACT	AIA 133, A133 Exhibit A, and AIA 201 resulting from this Request for Proposal.
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's proposal. and the AIA 133 and AIA 201 plus Exhibits and any mutually agreed upon written modifications
GMP	Guaranteed Maximum Price as defined in AIA 133 and 133 Exhibit A.
CMAR	Construction Manager at Risk as defined in NRS Chapter 624 and explained in AIA 133.
CONTRACTOR	Successful Proposer who is awarded the contract.
SNWIA	Southern Nevada Workforce Investment Area
PROPOSER(S)	The respondent(s) to this Request for Proposal
RFP	The Request for Proposal, also referred to as "Request" or "Solicitation".
WC	Workforce Connections

SECTION B SUBMISSION INSTRUCTIONS AND EVALUATION OF PROPOSALS

WC invites the submission of proposals on the services specified within this Request for Proposal. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing Response Form, RFP Response Form, sample insurance form, and sample contract. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Request for Proposal may result in your proposal being declared non-responsive.

1. MANDATORY PRE-SUBMITTAL INFORMATIONAL MEETING AND SITE WALK

There will be a mandatory pre-submittal informational meeting on the date and at the location indicated on the cover sheet of this RFP. Attendees at the meeting should consist of staff members proposed to work on this project. Additional team members may attend the meeting at the contractor's discretion. However, WC reserves the right to limit the number of team members allowed to attend this meeting through addendum. Failure of a Proposer to attend this meeting will result in the rejection of the team's proposal.

During the meeting, WC staff will be available to answer questions about the RFP. Verbal responses to questions made at the informational meeting will be followed up with written addendum to the RFP.

2. PREPARATION AND SUBMISSION

- a) Proposers are expected to examine the entire Request for Proposal including any Attachments. Failure to do so will be at the proposer's risk.
- b) If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided to all proposers. WC is not bound by any oral representations, clarifications, or changes made in the written specifications by WC employees, unless such clarification or change is provided to proposers in written addendum form. All addenda must be acknowledged on the Proposal Response Form. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The proposal submitted should not exceed 40 single sided pages. Other attachments may be included with no guarantee of review.
- d) All proposals shall be typed in Arial or Times New Roman font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) Prices are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the proposal. Proposers shall include with their forms the necessary documents or attachments as required in this document. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The Pricing Response Form must be submitted in a separate sealed envelope.

- f) Proposals along with all required documents as described in this Request for Proposal must be sealed and submitted in an envelope with the response form and must indicate the name of the Proposer, RFP number, title as listed on the first page of the Request for Proposal, and date and time of opening on the outside of the envelope. Telegraph, facsimile, email or telephone proposals will not be considered.
- g) Proposers should submit the required number of responses as indicated on the first page of this document. The name of the proposers' firm shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to the WC or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a proposal not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- h) Any irregularities or lack of clarity in the invitation should be brought to the attention of WC, as soon as possible so an addendum may be furnished to all proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by an official WC Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the WC Website: <http://www.nvworkforceconnections.org> and/or faxed to all prospective proposers who received a copy of the RFP.

- i) Altering the Proposal Response Form may render the proposal null and void.
- j) Persons or firms submitting an offer for this Request are certifying that they have had no contact with an employee or member of WC, in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of WC and its Boards shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular offer without further consideration.
- k) All proposers, by signing the Proposal Response Form, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated.
- l) All proposers, by signing the Proposal Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- m) WC accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- n) WC reserves the right to contract for less than all of the services identified herein.

- o) The contents of your proposal or other information submitted to WC are subject to public release, upon request, after the Contract award. Proposers may mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, proposers are alerted that this marking is advisory only and not binding on WC. If there is a request from the public to inspect any part of the proposal so marked, WC will advise the proposer and request further legal justification in support of the "proprietary" marking. Prices are not considered proprietary and should not be marked as so. If WC determines, after receipt of the justification, that the material is releasable, the proposer will be notified.
- p) Each proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Proposal.

3. SUBMISSION REQUIREMENTS

The Proposal should be bound or in a three-ring binder or similar and should include the following information:

TAB 1. COVER LETTER AND PROPOSAL RESPONSE FORM

Clearly indicate the single contact and authorized representative (principal-in-charge) of the Proposing Firm with mailing address, telephone and facsimile numbers, and email address. The representative certifies that the information provided in response to this Request for Proposal is true and accurate. The Proposal Response Form should be included with this tab. Address the cover letter to:

Peter Bacigalupi
Workforce Connections
7251 W Lake Mead Blvd
Suite 200
Las Vegas, NV 89128

TAB 2. INFORMATION FOR MANDATORY PASS/FAIL REQUIREMENTS

Provide information for the following items:

- a) Certification that proposer has not been terminated from any contract for breach of contract, or had been identified as excluded from doing business with the Federal Government.
- b) Evidence of holding a valid State of Nevada Contractor's License.
- c) Evidence of required Insurance as identified in Section 11 of attached draft contract AIA A201.

TAB 3. FIRM DESCRIPTION

- a) Provide a brief narrative describing the CMAR Firm, including size, ownership/principals, length of time in business, number of personnel by discipline or area of the firm. Provide an organization chart of the company, identifying where this project will fit in the firm

Structure or organization; identify key staff (as identified in Article 2 of AIA 133) proposed for this project, with resumes. Identify the number and size of current project workload. Summarize the firm's experience with applicable building types (i.e., tenant improvements, retail space, office space), using the Construction Manager at Risk construction delivery method. Describe the basis of firm's familiarity with public agencies.

- b) Complete the AIA A305 – 1986 Contractor's Qualification Statement – Sample attached
- c) List the services and potential trades that are proposed to be performed by the CMAR in-house, and those services and trades proposed to be provided by a party contracted to the CMAR.

TAB 4. PROJECT EXPERIENCE

Identify at least three and no more than six projects of similar size and complexity that have been successfully completed by the contractor under the CMAR method of contract within the past ten years. Identify each project by name, client/owner, and size, scope of work, initial contracted value and final contracted value. Provide a client/owner point of contact for each project, with phone number and email address. Identify which of these projects the proposed key staff supported and in what capacity.

TAB 5. PROJECT MANAGEMENT APPROACH

- a) Describe the general approach to this project, critical issues related to this project, and how you propose to resolve them; describe your approach to managing cost and change orders, schedule/project phasing and coordinating with WC staff.
- b) Provide a chart showing all projects completed in the past three years that identifies the budgeted cost and schedule and the number and cost of all change orders.

TAB 6. APPROACH TO QUALITY ASSURANCE AND SAFETY

- a) Describe the firm's quality assurance program, identifying the person responsible for quality assurance on this project; provide a list of all safety violations and their resolution on all projects completed in the past three years.
- b) Provide a brief summary narrative of your safety program.

TAB 7. PROPOSED PRICE – SEPARATE SEALED ENVELOPE

- a) Complete Pricing Response Form, Section F, and submit in a separate sealed envelope. This includes the identification of the fixed fee for Preconstruction Services for the "Assessment" phase and the Conceptual Design Phase; Construction Management fee, and Bond Rate.

WC will pay the fees for the plan review and inspection services of other agencies as applicable. No utility review or connection fees are anticipated on this project.

- b) During construction, this Project requires payment of Prevailing Wages to be provided after contractor selection.

4. EVALUATION OF PROPOSALS

- a) At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Prospective proposers, their authorized agents and other interested parties are invited to be present.
- b) Proposals will initially be reviewed to ensure that they meet the minimum qualifications identified in Section B.3, above.
- c) For those proposals that meet the minimum qualifications, a committee will evaluate the Proposals based on the criteria identified below. The initial evaluation will create a “short list” of firms that will be invited for interview. The firms invited to interview will be evaluated using the same criteria and ranking method, but will include scoring based on each Proposer’s presentation and discussion; and may result in the request for a Best and Final Offer. At the conclusion of this scoring, the committee will recommend a firm for award.
- d) The proposals will be evaluated based on the criteria listed below from which WC will identify a “short list” of best qualified firms to submit Stage 2 documents.

Technical Evaluation Criteria	Possible Points
1. Staff/Team Qualifications (Tab 3)	20
• Team composition	
• Quality/experience of Member firms	
• Quality/experience of key staff	
2. Project Experience (Tab 4)	20
• Relative Projects	
• Performance record	
3. Project Management Approach (Tab 5)	15
4. Approach to Quality Assurance and Safety (Tab 6)	5
Sub-Total Technical Points	60
Cost Evaluation Criteria	Possible Points
1. Preconstruction Fixed Fee	10
2. Construction Management Fee	25
3. Bond Rate	5
Sub-Total Cost Points	40
Total Possible Points	100

- g) WC reserves the right to conduct interviews with proposers at any stage of the process. Such interviews may be for clarification of proposal elements or for presentation proposal information.
- h) WC will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
- i) WC reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.

5. COST OF PREPARING A RESPONSE TO THIS RFP

No compensation of any amount, or type, will be given to any team for preparing a response to this RFP. All costs associated with preparation of the RFP response are the responsibility of the proposers.

6. LATE PROPOSALS

This Request for Proposal indicates the time by which the proposals must be received in Hard Copy at WC. Any proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

7. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to WC in writing, or presents themselves in person with proper identification at WC and verbally requests the proposal be withdrawn and signs for its receipt.

SECTION C
GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE PERIOD

The proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. APPROPRIATIONS

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by WC for the performance of this Contract. If sufficient appropriations and authorizations are not made by WC, the Contract shall terminate, without penalty, upon written notice being given by WC to the Contractor. WC's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. AWARD OF CONTRACT

- a) Award will be made to the most responsible and responsive proposer. The basis of award will be determined by evaluation of items as listed in section B.4, Evaluation of Proposals, and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of WC and the SNWIA.
- b) A contract will be awarded on the basis of which proposal WC deems best suited to fulfill the requirements of the RFP. WC also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.
- c) WC shall not be obligated to accept the lowest priced response, but will make an award in the best interests of WC after all factors have been evaluated. Scoring factors as generally outlined in this RFP for the proposal portion of the process will be used for evaluating proposals. WC reserves the right to negotiate final contract terms with any proposer selected. Such negotiations may result in modification to contract clauses or the request for a Best and Final Offer.
- d) A formal Contract will be signed by the successful proposer and WC to perform this service. The term of the contract will be identified in the contract with a completion not to exceed date. Liquidated Damages will be determined at a later date per the terms of AIA Document A133-2009 as amended. Liquidated Damages in the amount of \$5,000 per instance will be assessed for changes to the Construction Manager at Risk's authorized representatives per the terms of AIA Document A133-2009 as amended.
- e) The terms and conditions contained in the attached sample contract or, in the sole discretion of WC, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this RFP. If proposer takes exception to any terms or conditions set forth in the contract, proposer must submit a list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by WC and may result in disqualification of proposer's offer as non-responsive to this RFP. If proposer's exceptions do not result in

disqualification of proposer's response, then WC may consider proposer's exceptions when WC evaluates the proposer's response.

4. COMPLIANCE

Proposers are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

5. CONFIDENTIAL TREATMENT OF INFORMATION

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Request for Proposal.

6. CONFLICT OF INTEREST

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of WC or its Boards in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. DEFAULT OF CONTRACT

In case of default of the contractor, WC may procure the articles or services from the other sources and hold the contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and rejection of proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by WC.
- b) Lack of signature by an authorized representative on the response form.
- c) Failure to properly complete the response.
- d) Evidence of collusion among proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.

- h) Any proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) WC reserves the right to waive any minor informality or irregularity.

9. FAILURE TO FURNISH AT SPECIFIED PRICE

If a successful proposer fails to furnish any item at the price specified in the offer, whether such failure is due to a mistake of fact by the proposer or any other reason, WC, may cause the name of such proposer to be removed from the list containing the names of prospective proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total price of all items on which was submitted, as WC may determine.

10. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be made at destination.

11. PAYMENT TERMS

Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful proposer shall not be due any interest or penalty on any unpaid amounts.

12. PROMPT PAYMENT DISCOUNTS

The offered discount of a successful proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by WC, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date WC check is mailed.

13. PROTESTS

Any respondent who has a dispute in connection with this request shall have the right to submit in writing, their protest to Workforce Connections. The written protest should be submitted to: **Ardell Galbreth, Executive Director, and Workforce Connections at the Workforce Connection's administrative office located at 7251 W. Lake Mead Blvd., Suite 200, Las Vegas, Nevada 89128.** The protest must be in a format as outlined in Workforce Connections' Policy 5.7. This policy can be found on Workforce Connections' website at: www.nvworkforceconnections.org.

Failure by the respondent to request clarification of any inadequacy, omission or conflict will not relieve the proposer/respondent of this responsibility. The signing of the proposal form, however, will be considered as implicitly denoting that the proposer/respondent has a thorough comprehension of the full intent and scope of this RFP.

14. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- a) WC supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (MWDBE) to compete for contracts awarded by WC. WC also supports efforts to encourage local businesses to compete for WC contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, WC supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts.
- b) For purchase of goods or services that exceed \$1,000,000 the successful bidder(s) must provide annual reports listing expenditures with MWDBE business concerns and local subcontractors. These annual reports pertain only to expenditures that are directly attributable to the WC prime contract. The annual report should contain the following information:
 - 1) The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged subcontractor (Tier 2 supplier or local subcontractor). If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - 2) A description of the goods or services purchased; and
 - 3) The amount of expenditures with the subcontractor attributed to the prime contract for the 12 month period.
- c) Definition of Local Subcontractor. "Local subcontractor" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- d) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- e) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority

individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

- f) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- g) Definition of Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.
- h) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- i) All Proposers, by signing this Proposal Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

15. SUSTAINABILITY

- a) A key focus of the WC is to minimize the impact the procurement of goods and services has on the local environment. WC is committed to sustainable economic, social, and environmental practices in all operations which the WC is involved. It is important that proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the proposal documents.
- b) The WC may request the successful proposer to provide reports related to sustainability on all goods and services provided under this proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by WC.
- c) All electronic equipment the WC purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve the WC's energy and financial performance while distinguishing our organization as an environmental leader.

16. TAXES, LICENSES AND PERMITS

- a) It is the proposers' responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. The WC is exempted from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to WC's Fiscal department in the event the license is no longer valid.

SECTION D
PURCHASE ORDER TERMS AND CONDITIONS

1. ADDITIONS/CHANGES

No extra work, additions, alterations, including changes in price will be paid by WC unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. BUSINESS LICENSE REQUIREMENT

A person conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to WC's Purchasing department in the event the license is no longer valid. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

3. CANCELLATIONS

WC reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall WC be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

4. CONFLICTING TERMS

The above terms and conditions may only be modified by WC with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

5. DEBARMENT/SUSPENSION STATUS

The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

6. DELIVERY

Delivery must be made within the time stated and only to the destination stated on this order. If Seller fails to deliver on time, WC reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

7. GOVERNING LAW

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Seller hereby expressly consents to the jurisdiction of said court.

8. HAZARDOUS MATERIALS

Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance or product listed on this order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

9. INDEMNIFICATION

Seller, shall indemnify, defend and hold harmless WC from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

10. INSURANCE

All Seller's performing work on WC premises are required to provide evidence of coverage for Worker's Compensation and General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

11. INVOICES

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

12. NON-DISCRIMINATION

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

13. PRICE WARRANTY

Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from WC.

14. PROMPT PAYMENT DISCOUNT

Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

15 PURCHASE ORDER NUMBERS

WC purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

16. QUANTITY AND QUALITY

The quantity term stated on this order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

17. STANDARDS AND REGULATIONS – FEDERAL AND STATE

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

18. TAX EXEMPTION

WC is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.3261. The WC State Tax Exempt Number is RCE-005-259. The Federal Tax ID number is 88-0467645.

19. TERMINATION FOR DEFAULT

In the event of the Seller's default hereunder, WC may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

20. WARRANTY

Seller expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by WC. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION E SCOPE OF WORK/SPECIFICATIONS

1. PROJECT SCOPE OF WORK SUMMARY

WC is seeking an experienced and qualified Nevada-licensed General Contractor to serve as the Construction Manager at Risk (CMAR) to provide pre-construction services, demolish (including abatement of hazardous materials, if necessary), construct, and warranty the project. During the preconstruction phase of the project the Project Executive, and Project Manager shall be available to meet with the Owner bi-weekly or as needed. The CMAR selected from this solicitation must have a local Nevada staffed office, during construction, where the Project Executive, Project Manager, Superintendent and Safety Director must be located as their primary office until the project has been completed.

The (Project) shall comply with the requirements of OSHA, all applicable federal, state and county statutes, regulations, and codes. WC will be the Owner and will take final acceptance.

The cost of the construction work will be based on a Guaranteed Maximum Price (GMP) as described in the Sample Contract. WC will request GMP's per the Sample Contract, and WC may request phased GMP's, or the construction work may be phased. The budget range for construction is \$700k-\$1m. We estimate the project to be completed in two phases with about 4 to 6 months between the two move-in dates. Phase 1 will be the 8,000 sq. ft. One Stop with a planned Spring 2013 move in. And Phase 2 will be the 10,000+ sq. ft. Administrative Office with a September 2013 move in. This estimated budget amount is subject to change, based on the determined scope. The preliminary project schedule includes plans for the initial facility assessment, programming, conceptual design, conceptual cost estimating and scheduling/construction planning to be completed by February 2013, and construction may commence in March 2013. These schedule assumptions are subject to change.

During the construction schedule development process, it is the responsibility of the CMAR to make reasonable improvements as necessary to the proposed construction schedule by further recommending the design/construction phasing that reduces the proposed duration of construction. Among the items that should receive consideration in achieving these objects are: identification of long lead items, further development of the phased construction strategy, initiation of preliminary discussions with the approving agencies during the design phase to expedite their reviews, and proactive interaction with subcontractors to establish their commitment to the project's budget and schedule objectives.

This project will require the General Contractor to be the CMAR. The duties of the CMAR are specified in the attached Sample Contract and include: 1) pre-construction services such as, the development of schedules, preparation of construction cost models/estimates, packaging of early trade bid packages, field verification of all conditions, etc., to manage the project cost and schedule; 2) review of design, costs, schedules and other aspects, as applicable, with WC; 3) bidding/buyout, of subcontractor work to maintain the GMP and schedule and 4) other services not mentioned that are consistent with the requirements of the facility construction.

2. PURPOSE OF REQUEST

This selection process is being initiated for the CMAR and its team to collaborate with our contracted Architectural/Engineering team, The Richardson Partnership, Inc. (TRP). It is anticipated that TRP will conduct initial facility assessment, programming, conceptual design and the CMAR will work with TRP initially on providing limited pre-construction services, such as supporting facility assessment, supporting programming, providing conceptual cost estimating and project scheduling/construction planning based on programming and conceptual design, and providing input on construction approaches and project components/elements from the viewpoint of the CMAR during conceptual design, among other items. On this basis, WC is requesting in the sealed proposal, as a subset of the full pre-construction fee proposal, a pre-construction fixed fee for these initial services. WC intends to proceed with full pre-construction services, and then request a Guaranteed Maximum Price(s) for this project.

Workforce Connections (WC) seeks a Construction Manager at Risk (CMAR) for pre-construction and potential future construction services for the Workforce Connections One Stop Career Center and Administrative offices Development Project (One-Stop). The preconstruction services will be performed in conjunction with the scope of services being provided by TRP. The purpose of this project is to create a One Stop Center that enhances the range and quality of workforce development services for the southern Nevada workforce investment area.

SECTION F PRICING
RESPONSE FORM

1. Pre-Construction* Fixed Fee for Phase I Limited Services
(Pre-Construction Services during facility assessment,
programming and conceptual design) _____

2. Construction Services Fee
(Expressed as a percentage of construction cost) _____

- 3 Bond Rate
(Expressed as a percentage of construction cost) _____

* GMP will be requested at the appropriate point in the Pre-Construction Phase. A listing of all Subcontractors to be used on this Project, including Nevada Contractor License numbers for each, will be required with GMP submission.

SECTION G
RFP RESPONSE FORM

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

Please check the appropriate box below all in accordance with Section B – General Terms & Conditions.

MINORITY BUSINESS TYPE:

- | | | | |
|---|--------------------------|--|--------------------------|
| Minority Business Enterprise | <input type="checkbox"/> | Women-Owned Business Enterprise | <input type="checkbox"/> |
| Physically Challenged Business Enterprise | <input type="checkbox"/> | Veteran/Disabled Veteran Business Enterprise | <input type="checkbox"/> |
| Small Business Enterprise | <input type="checkbox"/> | Not Applicable | <input type="checkbox"/> |

DEBARMENT/SUSPENSION STATUS:

1. The proposer/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The proposer/contractor agrees to provide immediate notice to WC in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

EXCEPTIONS:

Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the proposer may still compete in the solicitation. However, WC shall be the sole judge of the acceptance or rejection of any exceptions.

Are there exceptions to this proposal? YES _____ NO _____

LIST OF SUBCONTRACTOR(S): On a separate sheet(s), specify Subcontractor Name, Contact Person, Telephone Number, email address, Nevada Contractor's License Number, Description of Work to be performed and Amount (percentage or total contract or dollar).

EXHIBIT A
SAMPLE
PRE-CONSTRUCTION MEETING

AGENDA
(Day), (Date), 2013 at 9:00 AM

1. Introductions:
 - a. Owner, Design-Builder
2. Preliminary Project Directory:
 - a. Sign in Sheet
 - b. Designation of Responsible People (points of contact)
3. Construction Schedule:
 - a. DB Team to review project schedule
 - b. DB Team to submit their Safety Plan to WC
 - c. DB Team will provide 3 week look ahead schedules at each weekly meeting
 - d. DB Team, WC, and possible WC Consultants will attend weekly construction progress meetings. WC will also have consultants participate when needed.
4. Construction Procedures:
 - a. Construction Change Directives process.
 - b. Application for payment. AIA DOCUMENT G702 and G703.
 - b.1 Payment Application Checklist must be completed prior to submitting Payment Application.
 - c. Request for Information (RFI). Send directly to WC Consultant and copy WC
 - d. Submittal Procedure.
 - e. Prevailing Wage reports are to be sent directly to WC
 - f. Discuss Closeout Procedure.
 - g. No Graffiti in construction area.
 - h. Inappropriate gestures, comments, and or actions towards, staff, and the general public will not be tolerated on site and will result in the immediate and permanent removal from the site.
 - i. A minimum 48-hour notice is required for any Utility Shutdowns. All Utility Shutdowns will be coordinated through WC.
 - j. DB Team is to provide their own dumpsters and means of trash and debris removal.
 - k. Pre-construction Photographs must be taken prior to any work being commenced.
 - l. Progress Photographs must be submitted with each Payment Application.
 - m. DB Team and all their subcontractors shall be responsible for the purchasing of parking permits and must park in the area designated by WC.
 - n. As-Built Drawing Requirements.
 - o. A Superintendent must be onsite when any work is being performed.
 - p. Keeping unauthorized people off the Project Site is the Contractor's responsibility.

- q. Discuss deliveries and staging.
 - r. Discuss the existing Site and Surrounding Landscape Conditions. These areas must be absolutely maintained and replaced to existing status if damaged.
 - s. Meeting Minutes are the responsibility of the DB Team for all future meetings.
 - t. All communication to and from WC vendors and consultants must go through WC project manager.
 - u. Please notify WC at least 48 hours in advance before working any off hour shifts.
5. Open Discussion

EXHIBIT B
SAMPLE CHANGE ORDER FORM

CHANGE ORDER

CHANGE ORDER NUMBER:

DATE:

CONTRACTOR:

P.O. NO:

BID NO.

PROJECT:

You are hereby authorized to make the following changes, subject to the provisions of the above contract, and final approval of WC.

ITEM #1:

REASON: (List specific work required: demolition, electric, etc.)

REQUESTED BY WC Project Manager

Item #1 is an add or minus Lump Sum = +/- \$

Calendar Days (plus, minus, or zero)
required by this Change Order +/- Days

ITEM #2:

REASON: (List specific work not required: demolition, electric, etc.)

REQUESTED BY WC Project Manager

Item #2 is an add or minus Lump Sum = +/- \$

Total amount of this Change Order
(plus, minus, or zero) change in cost . . . +/- \$

Original Contract Amount \$

Total Cost of Prior Change Orders. \$

Total Contract Cost to Date \$

Original Contract Completion time. . . .	Days
Calendar Days (plus, minus, or zero) required by this Change Order	+/- Days
Total Calendar Days on Prior Change Order No's _____ . . .	+/- Days
Total Calendar days to Date:	XX Total days

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(1) Date Signed: _____ (2) Date Recommended: _____

Contractor Architect/Engineer

By: _____ By: _____

(3) Date Recommended: _____

By: _____

(4) Date Approved: _____

By: _____

EXHIBIT C SAMPLE
CONTRACT

EXHIBIT D SAMPLE
Contractor's
Qualification
Statement