

REQUEST FOR QUALIFICATIONS & PROPOSALS

**GENERAL CONTRACTOR /
CONSTRUCTION MANAGER SERVICES**

**MONTANA PBS/VISUAL COMMUNICATION BUILDING
ADDITION/RENOVATION**

MONTANA STATE UNIVERSITY
Bozeman, Montana
PPA# 23-0796
AE# 2024-02-05

University Facilities Management
Montana State University
PO Box 172760
Bozeman, MT 59717-2760

November 2024

I. INTRODUCTION

Montana State University (“Owner”) is seeking to obtain general contractor / construction manager (“GC/CM”) services from a qualified construction firm to participate in a collaborative process with the Owner and designer to undertake pre-construction services and construction services for the Montana PBS/Visual Communication Building Addition and Renovation.

Firms will need to provide two (2) separate deliverables; an RFQ deliverable and an RFP deliverable. The RFQ deliverable shall contain all information under Section V, Part A (and Part C as relevant) only to demonstrate compliance with the minimum qualification requirements. The RFP deliverable shall contain all items identified in Section V, Part B (and Part C as relevant). Only firms that meet the minimum qualifications requirements per their RFQ deliverable will continue in the selection process. Those that do not will have their RFP deliverable returned to them, unevaluated. Final selection will be determined from the deliverables submitted in response to the RFQ/RFP document, interviews, and any other information sought by the Owner to assess a firm’s ability to complete the project as required. References may or may not be checked at the Owner’s sole discretion.

The Owner intends to enter a GC/CM Contract for Pre-Construction Services. This GC/CM contract will include a maximum pre-construction services fee and established GC/CM fee percentage with fixed costs for general conditions to be negotiated before construction contracts are executed. The pre-construction services contract has provisions for adding construction services through acceptance of Early Work Amendments (EWAs) and a Guaranteed Maximum Price (GMP) Amendment by contract amendment. Alternatively, the Owner may, at its sole discretion, choose not to continue the GC/CM contract beyond the completion of pre-construction activities, reserving the right to competitively bid the construction scope.

The process for the development of the design and delivery of the Project will be a collaborative process. When selected, the GC/CM will function as part of a team composed of the Owner, Architect(s), Consultants, and others as determined by the Owner.

This RFQ/RFP shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods, or services. The Owner reserves the right to accept or reject any and all responses received as a result of this RFQ/RFP if it is in the Owner’s best interest to do so.

This Procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be the City of Helena, Lewis & Clark County.

By offering to perform services under this procurement, all respondents agree to be bound by the laws of the State of Montana, and including, but not limited to, applicable wage rates,

payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

The state of Montana makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the bidding and/or selection process. In order for the state to make such accommodations, applicants must make known any needed accommodation to the individual project managers or agency contacts listed in the contract documents. Persons using TDD may call the Montana Relay Service at 1-800-253-4091.

II. PROJECT BACKGROUND AND DESCRIPTION

Introduction, Project Location, Site, and Design Considerations

Established in 1984, Montana PBS has expanded its operations and outgrown its space. NextGen TV broadcast standards require modernized design and infrastructure to support Montana PBS in serving its more than 275,000 weekly viewers. The facility improvements will increase viewership while supporting more local documentaries, arts, performance, and other programming. The new space will increase capacity for more local journalists to tell Montana stories and provide more Emmy Award-winning programming. The project aims to collocate Montana PBS staff currently scattered across disparate facilities. The project will improve collaboration and efficiency.

The owner has engaged the services of SMA Architecture for the project's design. The owner and designer are seeking a GCCM partner to manage the complexity, schedule, and budget in the best interest of the University and the donors who will be funding the project.

Preliminary planning by the University and SMA has identified the addition to be constructed at the southwest corner of the existing Visual Communication Building. Initial design work by SMA identified a three-story addition with a large multipurpose classroom/event/studio space, additional office spaces, a consolidated commons, additional production space, and flexible space to engage with the community.

The project is presently authorized up to \$2MM by BOR Item 206-2008-R0523 for planning and design only. The project has received a total of \$16MM of construction authority in House Bill 5 from the 66th legislature and House Bill 5 from the 68th legislature. The BOR will be requested to support the construction authority provided by the legislature before proceeding with construction.

The following is the intended timeline for the project:

GC/CM Selection:

RFQ/RFP Posted:	November 25, 2024
Mandatory Walk-Through	December 10, 2024, 2:30 pm
Final Questions Due:	December 12, 2024
Receipt of Deliverables (RFQ & RFP):	December 19, 2024
Review & Short-Listing by Committee:	Week of December 23, 2025
Interviews:	Week of January 13, 2025
Final Selection:	Week of January 20, 2025

Design/Construction:

Completion of Schematic Design (attached):	November 2024
Completion of Design Development:	March 2025
Early Procurement/Work Potential	Summer/Fall 2025
Completion of Construction Documents:	August 2025
GMP Established:	November 2025
Construction Complete:	Spring/Summer 2027
Commission & Move-In:	Summer 2027

III. SCOPE OF PRE-CONSTRUCTION SERVICES

Firms receiving this RFQ/RFP shall propose a maximum Pre-Construction services fee for the project. All Pre-Construction services will be provided on a cost-reimbursement basis up to the stated maximum. The specific scope, terms, and cost of Pre-Construction services may be negotiated prior to signing the final GC/CM pre-construction services contract, based on the proposer's input as well as the owner's requirements. In general, services are anticipated to include the following:

1. General goals

- Serve as a **partner** to the design team and the Owner
- Provide expertise to **proactively** identify and manage all project risks
- Support all **project management** and the balancing of scope, schedule, and budget
- **Add value** to the project with creative ideas to improve quality, schedule, and budget

2. Quality assurance

- Ensure a high-quality, efficiently constructable design and construction administration
- Provide thorough and thoughtful constructability support to the project
- Provide proactive guidance on project design, detailing, product selections, etc.
- Complete reviews to ensure design alignment with field constructability
- Complete thorough investigation of existing conditions, including selective demolition

3. Scheduling and coordination

- Take the lead on proactively establishing and managing the project schedule
- Establish and drive the project's critical path schedule through **all phases** of design, permitting, buyout, construction, commissioning, and move-in
- Support integration of the Owner's operational needs into project sequencing and scheduling, including ways to keep the building occupied through construction
- Collaboratively develop safe and effective logistics plans with the Owner and designer including clear communication of construction impacts with maps, diagrams, etc.
- Proactively identify and plan for disruptive activities and outages with the owner to minimize impacts to operations
- Strategically propose and manage early work packages that appropriately manage risk for the Owner and ensure efficient project delivery

4. Budgeting and estimating

- Establish, and maintain in close-to-real time, an accurate and thorough project cost model to ensure on-budget project tracking and delivery
- Lead "target value design" to ensure design work stays within budget proactively and avoids cyclical value-engineering efforts
- Leverage multiple sources of cost data to ensure high-confidence estimates are modeled throughout the design process
- Proactively identify and manage risks and opportunities in the current market environment to optimize project value for the owner
- Continuously provide and manage cost saving strategies

5. Bidding process

- Administer a well-organized and strategically structured buyout process that ensures subcontractor quality and cost effectiveness for the project
- Efficiently document the buyout process to ensure efficient transition from pre-construction to construction for any and all construction amendments (EWA, GMP)
- Proactively structure all assumptions and risks for review by the project team to avoid misses in the bidding process

IV. SCOPE OF CONSTRUCTION SERVICES

The GMP may be requested, at the Owner's sole discretion:

- During the Construction Documents phase and prior to buy-out/bidding most or all the bid packages; or
- After completion of the Construction Documents and prior to buy-out/bidding most or all the bid packages; or,
- After buy-out/bidding most or all bid packages

The established GMP (inclusive of all EWAs) will be the maximum amount paid for the construction of the project unless scope changes are requested by the Owner as governed by the contract documents. Acceptance of the GMP by contract amendment will constitute completion of Pre-Construction Services, and the GMP Amendment will initiate the construction period for the project where the firm will take the role as General Contractor and Construction Manager as defined in the Pre-Construction Services Conditions.

At the time of execution of the GMP Amendment (inclusive of all EWAs), the GC/CM will be required to submit a 100% Performance and 100% Labor & Materials bond for the completion of the specified project. If the GC/CM is unable to furnish an acceptable GMP or bonding, the Owner retains the option to cancel the GC/CM's services and start a new process for the construction of the project, issue the project for award to the lowest responsible bidder, or terminate the contract and negotiate a replacement contract with the next highest rated proposer from this solicitation.

The project is subject to State of Montana Prevailing Wage Rates which can be found online through the Department of Labor and Industry. The selected Contractor will be required to comply (as a minimum allowable rate schedule) with those rates adopted and effective at the time of signing any EWA and the GMP Amendment. All reporting, documentation, etc. shall comply per the State of Montana requirements. This project is subject to all State requirements as outlined in the Montana Code Annotated (MCA).

V. SELECTION PROCEDURE

Under this RFQ/RFP, the selection procedure is intended to evaluate the capabilities of interested GC/CM firms to provide services to the Owner for this project. Proposers must comply with the mandatory requirements provided below and proposals that do not contain the required documentation may be deemed non-responsive and may be rejected on that basis without further consideration or obligation of the Owner at the Owner's discretion.

The selection committee will establish a consensus rating of each category of each firm's submission based on the overall merit of the response. Interviews with the finalist firms are intended to be held according to the schedule provided. The GC/CM will be selected by the committee based on the overall merit of its RFQ response, RFP proposal response, interviews, and information obtained from any other reliable source(s). The Owner may or may not complete reference checks and other evaluations at its sole discretion.

Selection Committee members are:

<u>Person</u>	<u>Representing/Responsibility</u>	<u>Selection Process Role</u>
Ashna Peters	Project Manager, MSU PDC	Scoring Member
Dena Knutson	Senior Project Manager, MSU PDC	Scoring Member
Aaron Pruitt	Director & General Manager of Montana PBS, MSU	Scoring Member
Charley Franklin	Principal, SMA Architecture & Design	Scoring Member
Bob Warfle	State of Montana	Advisor
Grant Petersen	Director of Planning, Design & Construction, MSU	Advisor

RFQ Deliverable

The RFQ deliverable will be reviewed on a Pass/Fail scale. Any submission that does not meet all of the minimum qualification requirements may render the submitter unqualified to continue in the process.

A. RFQ Deliverable – Qualification Categories	Rating:	Weight:	Total Possible Score:
1. Signature of Officer or Principal	----	----	PREREQUISITE
2. MT Construction Contractor Registration	----	----	PREREQUISITE
3. Bonding Capacity	----	----	PREREQUISITE
4. Safety	----	----	PREREQUISITE
5. Legal and Financial Information	----	----	PREREQUISITE
6. Attendance of Pre-Submission Walk	----	----	PREREQUISITE

RFP Deliverable

Firms deemed qualified after review of the RFQ deliverable review will have their RFP deliverable reviewed. Scoring criteria will be rated on a scale of 0 through 10 (10 being highest rating) by the selection committee and weighted in accordance with the importance of each item. Ratings will be determined by consensus scoring of the selection committee as recommended in “Best Practices for Use of Best Value Selections,” a joint publication of the National Association of State Facilities Administrators (NASFA) and the Associated General Contractors of America (AGC).

B. RFP Deliverable – Evaluation Categories	Rating:	Weight:	Total Possible Score:
1. Approach To Preconstruction	0-10	1	10
2. Occupied Renovation Experience	0-10	2	20
3. Tight-Site Experience	0-10	1	10
4. Technology-Heavy Experience	0-10	1	10
5. Project Specific Team	0-10	2	20
6. Proposed Fees and Costs	0-10	1	10
TOTAL:			80

CAUTION: Firms shall NOT propose either verbally or in writing any form of donations, contributions, gifts, assistance, or offsets, or that could have the appearance of such. Doing so may result in disqualification. A 0% GC/CM fee or \$0 cost for Preconstruction Services is considered an offset by the Owner and will result in disqualification.

a. Minimum Qualification Requirements (RFQ Deliverable)

1. Signature

Statement of qualifications must be signed by an officer or principal of the firm. The requirement may be satisfied by the signature of a corporate officer or principal on a cover letter submitted WITH the RFQ/RFP response.

2. Montana Construction Contractor Registration

Provide evidence of a valid Montana Contractor Registration in good standing.

3. Bonding Capacity

It is required that the proposing firm have a single-project bonding capacity for the project of at least \$15MM.

a. Provide single-project and aggregate bonding program amounts

b. Provide additional bonding information:

i. Bonding company and agent with phone and email contact information

ii. Years of relationship

iii. If less than 5 years, or not your exclusive source, name all others used in the last 5 years and provide additional explanation about changes

4. Safety

a. Provide incidence rate, experience modification rate, AND loss ratio. The following thresholds may result in disqualification:

i. An incidence rate greater than the latest average for non-residential building construction for Montana as established by the federal Bureau of Labor Statistics (BLS) for the prior year; or

ii. An experience modification rating (EMR) greater than 1.0; or

iii. A loss ratio of more than 100%

iv. *Proposer may submit an explanation of noncompliance with the above criteria for further consideration by the Owner. The Owner reserves the sole right to waive the pass/fail requirement if, in the Owner's sole judgment, sufficient justification exists for any explanation provided. The Owner also reserves the right to request additional information and/or clarification on this item but is not obligated to do so prior to making its determination on whether or not to waive the requirement.*

b. Provide your firm's number of employees for BLS's most recent reporting period and the firm's applicable NAICS code.

5. **Legal & Financial Information**

Provide the firm's history of claims and financial capacity. The following may result in disqualification.

- a. In the last five years, have you (if you answer "yes," provide full explanation):
 - i. Had an Owner claim against your Performance Bond?
 - ii. Been declared in default and/or terminated on a project?
 - iii. Been assessed damages for delay in delivery of project?
 - iv. Taken legal action, filed liens, or had dispute resolution proceedings of any kind against an Owner for anything other than non-payment for accepted work?
 - v. *Proposer shall submit an explanation for any "yes" answer for further consideration by the Owner. The Owner reserves the sole right to waive the pass/fail requirement if, in the Owner's sole judgment, sufficient justification exists for any explanation provided. The Owner also reserves the right to request additional information and/or clarification on this item but is not obligated to do so prior to making its determination on whether or not to waive the requirement.*

6. **Pre-Submission Walk Through**

Given the complexity of the project's integration with the existing, occupied facilities, it is mandatory that all firms attend the pre-submission walk scheduled for **December 10, 2024 at 2:30 pm starting at the Plew Building (6th Ave. & Grant St.)**.

- a. State the name(s) and position(s) of firm representative(s) who attended the walk through for cross referencing with the attendee roster

b. Proposal Requirement (RFP Deliverable)

1. **Approach to Preconstruction**

How would the selection of your firm and assigned project team add value to the preconstruction process on this project? Identify any unique capabilities or strategies that make your team stand out above the competition in providing preconstruction services (as described above) on this project.

2. **Occupied Renovation Experience**

Demonstrate your assigned project team's experience successfully managing renovation projects that are occupied by the owner during construction. This project requires close coordination with facility operations that are not limited to business hours or to the academic year.

3. **Tight-Site Renovation/Addition Experience**

Demonstrate your assigned project team's experience successfully managing renovation/addition projects that are on tight sites with limited access and

surrounded by traffic and other constraints. This project is on a small site with limited adjoining area available for use by the contractor.

4. **Technology Heavy Experience**

Demonstrate your assigned project team's experience successfully managing renovation/addition projects that have exceptional integration with technology and IT infrastructure. This project will require highly detail-oriented design and construction to ensure successful final operations are achieved for broadcasting and other technical functions.

5. **Project Specific Team & Strategy/Approach**

Provide information on the unique capability and strategy behind assigning your project-specific team to this project. Include resumes for your project manager, superintendent, and other key personnel demonstrating the relevance of their selection and their capacity to take on this project. Provide references with contact information for each team member's last three projects in a similar role. (The Owner may or may not perform reference checks at their sole discretion)

Please note: A key personnel clause will be included in the GC/CM contract. This clause will require the project team for the selected GC/CM firm identified in this proposal to be fully and completely engaged to the extent stipulated throughout the duration of this project, except for catastrophic events (e.g. termination employment, illness, accident, death).

6. **Proposed Fees & Costs**

Provide the following information assuming a \$15MM total project cost and an urgent project schedule as previously indicated.

- a. Maximum, not-to-exceed Pre-Construction Services Fee
- b. Hourly rates for personnel assigned and other/travel expenses for each
- c. Firm's GC/CM fee percentage
- d. Method of Adjustment for Change Orders

c. **Business Entities Other than Corporations**

1. If submitting as a Partnerships/Joint-Venture, please contact Montana State University for additional information and specific requirements PRIOR to the expiration of the Last Date for Questions.

VI. SUBMITTAL OF INFORMATION

Firms will need to provide two (2) separate deliverables; an RFQ deliverable and an RFP deliverable. Only firms that meet the minimum qualifications requirements per their RFQ deliverable will continue in the selection process.

An electronic version in PDF format of the response to this RFQ/RFP (one RFQ file, one RFP file) must be **received** at:

University Facilities Management
Montana State University
ashna.peters@montana.edu AND fdc@montana.edu

By 2:00 p.m. on December 19, 2024

ALL QUESTIONS AND CONTACTS REGARDING THIS RFQ/RFP MUST BE SUBMITTED IN WRITING OR EMAIL NO LATER THAN December 12, 2024 TO:

Ashna Peters, MSU Project Manager
ashna.peters@montana.edu AND fdc@montana.edu

VII. INSTRUCTIONS TO PROPOSERS

Proposals must:

1. Follow the format outlined above
2. Contain all information requested as outlined above
3. Be contained in a clear, concise document:
 - a. RFQ Deliverable – not to exceed fifteen (15) pages/sheets total
 - b. RFP Deliverable – not to exceed forty (40) pages/sheets totalPage size is limited to 8-1/2 x 11 inches, with basic text information no smaller than 12-point type.

CLAIMS FOR TRADE SECRET AND/OR CONFIDENTIALITY:

Public agencies in Montana are required by Montana law to permit the public to examine documents that are kept or maintained by public agencies, other than those legitimately meeting the provisions of Montana's Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, et seq., and that the State is required to review claims of trade secret confidentiality.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with

defending a claim for confidentiality should another party submit a "right to know" (open records) request.

For a claim of confidentiality to be considered by a public agency, all trade secret confidentiality information must be segregated and be accompanied by the Trade Secret Confidentiality Affidavit available <http://vendorresources.mt.gov/VendorForms>.

This affidavit must be fully completed and submitted to the State along with the RFQ/RFP, and the following conditions must be met:

- a) Confidential information (including any provided in electronic media) to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the qualifications or proposal;
- b) the qualification or proposal may not contain trade secret matter or confidential information related to the cost or price; and,
- c) a full explanation of the validity of this trade secret claim attached to the affidavit.

VIII. INTERVIEWS

Interviews of the finalist GC/CMs' proposed project teams are scheduled for the week of January 6, 2025, at the MSU Bozeman campus. Each finalist firm will be notified of the specific time for their interview. The interview format and structure will be distributed to firms upon selection as a finalist.

GC/CM personnel required at the interview shall include, at a minimum:

- Principal-in-Charge
- Project Manager
- Project Estimator
- Superintendent

IX. FORM OF AGREEMENT

The Owner will use a *GC/CM Contract Form, Pre-Construction Services, General & Supplemental Conditions*, which will form the basis for the final agreement (GC/CM Contract). Sample documents may be provided upon request and may be subject to modification.

The Owner reserves the right to negotiate all terms in the final contract, including but not limited to any terms or conditions of any Sample Contracts, which are in the best interests of the Owner. Negotiated changes will be (1) within the general scope of work described herein, (2) unlikely to affect the field of competition under this RFQ/RFP, and (3) unlikely to substantially affect pricing of GC/CM Fees proposed in the evaluation process (in any event, proposed GC/CM Fees will not be adjusted after GC/CM selection).

It is the intention of the Owner to enter into a GC/CM Contract with the selected GC/CM. The initial scope of the GC/CM Contract will be limited to Pre-Construction activities only. However, the proposed GC/CM Fee submitted in this Proposal will be applied to any construction services added to the contract by early work or GMP amendment.

It is the Owner's right to NOT PROCEED beyond each of the design phase reviews until budget reconciliation has been achieved between the Owner, Architect/Engineer, and the GC/CM. Execution of a GMP amendment or termination of Pre-Construction services will constitute completion of Pre-Construction activities. If construction services are added through acceptance of a GMP, an amendment to the GC/CM Contract will be executed. If the construction phase amendment is executed, a 100% Performance bond and a 100% Labor & Materials bond for the completion of the Project will be required.

If the Owner chooses not to continue the GC/CM Contract beyond the completion of Pre-Construction activities, the GC/CM's compensation shall be limited to the Pre-Construction services maximum, not-to-exceed fee stated in the GC/CM Contract.

X. EXHIBITS

The following exhibits are incorporated in this RFQ/RFP:

- Exhibit A: 100% Schematic Design (attached)
- Exhibit B: [Preconstruction Services Conditions](#) (link only, not attached)
- Exhibit C: [General Conditions](#) (link only, not attached)
- Exhibit D: [Sample Contract](#) (link only, not attached)

END OF RFQ/RFP