



Request for Proposal (RFP)

Services Required:	CM at Risk-Johnson Lab Up-fit
Type of Procurement:	Open Bid
Term of Contract:	Upon Award (tentative start date Feb 8, 2010) for duration of the project
End User:	RTI International (RTI International is a trade name of Research Triangle Institute)
This Procurement Supports:	RTI Facilities Department
Submit Proposal To:	David N. May Sr. Procurement Officer RTI International 800 Park Offices Drive PO Box 12194 Research Triangle Park, NC 27709 dnm@rti.org
Date of Issue of RFP: Pre-bid Meeting to be held:	Date: January 5, 2010 Date: January 7, 2010
Date Questions Due From Bidders Date Answers will be sent out	By 5:00 p.m. ET Date: Jan 13, 2010 By 5:00 p.m. ET Date: Jan 19, 2010
Date Proposal Due:	By 5:00 p.m. ET Date: January 22, 2010
Method of Submittal:	1. Respond via e-mail w/ attached document in .pdf and followed with signed and dated hardcopy of Bid Response package mailed to above address within 48 hours of the bid deadline. 2. The Bidder shall provide quotation based on this RFP in order to be considered for evaluation. The Bidder agrees to hold the prices in its offer firm for 90 calendar days from the date specified for the receipt of offers, unless another time is specified in an addendum to this RFP.
Solicitation Number:	MS-FY10-013
Attachments TO RFP: All bidders are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.	1. Attachment "A" – Bidders company information and Representations and Certifications 2. Attachment "B" – Instruction to Bidders 3. Attachment "C" – Form of Offer 4. Attachment "D" – Pricing Structure 5. Attachment "E" – RTI Pro-forma Contract 6. Attachment "F" -- Statement of Work/Technical Specifications

Attachment "A"
Bidder's Company Information
and Representations and Certifications

To facilitate the evaluation and award process, please provide the following information about your company. If an item is not applicable to your organization, please put "N/A" on the blank(s) provided. Do not leave items unanswered.

CONTACT INFORMATION	
Company Name:	Company Representative Name:
Address 1:	Title/Position:
Address 2:	Phone:
City, State:	Fax:
Zip Code:	Email:
Country:	Technical Representative Name:
Name of Parent Company:	Title/Position:
Web Page URL:	Phone:
	Fax:
	Email:
COMPANY PROFILE	
Type of Organization: ☐ Sole Proprietorship ☐ Partnership ☐ Corporate Entity (not tax-exempt) ☐ Corporate Entity (tax-exempt) ☐ Government Entity (Federal, State, or Local) ☐ Foreign Government ☐ International Organization per 26 CFR 1.6049-4 ☐ Other _____	
Business Size (http://www.sba.gov/size): ☐ Small ☐ Large	Business Classification (Check all that apply in accordance with FAR Part 19): ☐ Nonprofit ☐ Educational Institution ☐ Foreign Entity ☐ Woman-Owned ☐ Small-Disadvantaged* ☐ Veteran Owned ☐ Service-Disabled Veteran Owned* ☐ HUB Zone *Copy of certification must be submitted.
Listed on SBA PRONET:	
DUNS Number:	Bidder Federal EIN Number: If Bidder is owned or controlled by a common parent: Parent Name: Parent EIN:
List all North American Industry Classification System Codes (NAICS) that apply to your company: http://www.census.gov/epcd/www/naics.html	

Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
3. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide RTI with a disclosure statement describing this information.
4. Business Size and Classification(s) – The Bidder certifies that is has accurately and completely identified its business size and classification(s) herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.
5. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
6. Drug-Free Workplace – The Bidder certifies that it complies with the Drug-Free Workplace Act of 1988 (45 CFR Part 76, Subpart F) and, further, understands that any violation of the prohibitions of this Act is a breach of contract and can result in default action.
7. Federal Civil Rights Act – The Bidder certifies that it conforms to the provisions of the Federal Civil Rights Act of 1964, as amended and does not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities.
8. Americans with Disabilities Act – The Bidder certifies that it complies with the Americans with Disabilities Act.
9. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
10. Labor Laws – The Bidder certifies that it is in compliance with all labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act regarding overtime compensation.
11. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
12. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an RTI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

The information contained in this offer is current, accurate and complete to the best of my knowledge and belief. Bidder further agrees to fully comply with the terms and conditions set forth in the Proforma Contract (Attachment E) and all applicable federal clauses included herein.

Name of Authorized Official

Title

Signature

Date

**Attachment “B”
Instruction to Bidders**

RTI International (RTI) is seeking proposals from qualified and responsible companies interested in providing the work described in this Request for Proposal (RFP). Your proposal submission shall be made in accordance with the instructions outlined in this attachment. Bidders shall submit proposal via e-mail w/ attached document OR by signed and dated hardcopy of their complete proposal to David May, Sr. Procurement Officer, no later than 5:00 PM Eastern Time (ET) on January 22, 2010 at RTI International, Research Triangle Park, North Carolina. Proposals submitted not in accordance with the RFP Instructions contained herein will be considered non-responsive and will be rejected by RTI.

Any questions concerning the RFP should be addressed to David May, by email no later than 5:00 PM ET on January 13, 2010; phone inquiries will not be entertained. Bidders have the discretion to submit hard copies via mail or express courier but must ensure that their proposals are received by the deadline. RTI will not make exceptions for any delay. Late proposals will not be considered. Bidders must submit the offer in accordance with the instructions contained herein, stating that quoted fixed price(s) shall remain valid for a minimum period of 90 days.

A. Proposal Overview

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to provide professional services as a contractor on existing buildings located in RTP, NC.

Details of the project are provided in the Attachment F - Statement of Work/Technical Specifications. This RFP will result in the award of one Contract to the Bidder who offers the best overall value to RTI. The successful Bidder will be selected solely on the basis of the RFP evaluation factors. Accordingly, offers submitted in response to this RFP shall provide clear, complete, concise, and straightforward responses to the evaluation factors. Elaborate proposals, color brochures, and other excesses are discouraged. Information submitted about any company other than the Bidder, whether an affiliated company, Contractor, or other associated business, may not be given much weight unless the proposal contains evidence that the Bidder has obtained a commitment from this other business entity to perform a portion of the work.

B. Administrative Details and General Instructions:

All proposals shall be prepared in two volumes: a technical volume and a price/business volume. Each volume (A and B) shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical volume must not contain reference to price. Incomplete proposals: Bidders who fail to submit a complete proposal may be excluded from the competition and thus receive no further consideration for award.

Volume A – Technical Volume: The Bidder’s technical proposal shall completely address all requirements set forth below and in the Technical Specifications/Services Statement of Work (Attachment F) of this RFP.

References

1. Provide a minimum of three current clients comparable in scope and size to RTI.
2. Provide a minimum of three previous clients comparable in scope and size to RTI.
3. For each client, specify:
 - a. The name of the organization and contact
 - b. The e-mail, street address, and phone number of the contact.
 - c. The organization’s industry and estimated size in terms of employees.
 - d. The type of equipment and/or service provided (domestic and/or international)
 - e. The date your company first provided equipment and/or service to this organization

C. Factors:

Factor 1: The completeness and accuracy of the Bidder’s technical approach toward satisfying the Work requirements set forth in Attachment F and the Proforma Contract (Attachment E)

- Factor 2: The acceptability, reasonableness and realism of the Bidder's proposed Work and delivery schedule
- Factor 3: Any service "warranties" offered by the Bidder
- Factor 4: The composition, technical skill and experience of the Bidder's personnel who will perform the Work
- Factor 5: The skill, experience and qualifications of the Bidder's Project Manager
- Factor 6: Relevant past performance on other like work previously performed by Bidder for other customers. Bidders must have an acceptable and verifiable past performance record. The RTI Procurement Officer will evaluate the past performance record and make a determination as to the validity and materiality of any negative past performance information. The evaluation may take into account past performance information regarding predecessor companies, key personnel who have relevant experience and Contractors that will perform major or critical aspects of the project when such information is relevant to the instant acquisition
- Factor 7: Financial Stability

Volume B – Price/Business Volume: The Bidder's price/business volume shall provide prices for each line item, service component or labor category set forth in the Scope of Work.

- A. Representations and Certifications: Bidders shall fully complete, sign and return the attached Representations and Certifications document with your offer. The person executing this document shall have binding contractual signatory authority for your firm.
- B. Offer: Bidder shall fully complete and sign the "Offer" document attached as Attachment C.
- C. Pricing: Bidder shall fully complete the "Pricing Structure" spreadsheet attached as Attachment D.
- D. Proforma Contract (Attachment E): Bidder shall review and sign the Contract document attached as Attachment E. The signatory authority shall have binding contractual authority for the Bidder's firm. In the event Bidder provides exceptions to any of the terms and conditions contained in the Proforma Contract, these exceptions will be included in the Bidder's Price/Business Volume and identified as "Exceptions to Terms and Conditions Presented in Proforma Contract". RTI is under no obligation to change the terms presented in this RFP, and the Bidder's exceptions to terms provided herein may be deemed by RTI as a non-responsive bid and rejected. RTI also reserves the right to modify the RFP to provide all Bidders a fair opportunity to revise their proposals in the event a specific term, specification or requirement requires revision. However, RTI also reserves the right to award the Contract without further revisions or discussions with Bidders responding to the RFP.
1. Award shall be made to the Bidder who submits the "best value" offer in terms of price, service, past performance, and other factors.
 2. Note: RTI intends to make award without discussions. Accordingly, Bidders are cautioned to read the RFP Instructions, Statement of Work/Technical Specifications/Bill of Quantities, and Proforma Contract carefully to ensure their offers contain all information required. Because Bidders are unlikely to be given the opportunity to submit a revised proposal, their price proposal should reflect their best prices. RTI will issue a Contract and Purchase Order incorporating the documents set forth in this RFP to the winning Bidder.
- E. Evaluation criteria: RTI will be evaluating all bids received fairly for determining "best value" to RTI. Scoring Criteria for this bid evaluation will be:
1. Submittals related to Volume A & B above
 2. Pricing & Cost Evaluation
 3. Relevant, recent knowledge and experience of proposed contractor
 4. Timeline/Schedule
 5. References from similar projects in Triangle area

Attachment "C"
Form of Offer

The Bidder shall prepare and submit a written Offer which includes the following statements completed in their entirety:

1. Having examined the Terms and Conditions of the Proforma Contract, the Statement of Work, Technical Specifications, and Bill of Quantities for the execution of the Work, we, the undersigned, offer to execute, complete, and maintain the whole of the said Work in conformity with the Terms and Conditions of Contract, Statement of Work, Specifications, and Bill of Quantities as set forth in attached pricing structure.
2. We undertake, if our Bid is accepted, to commence work under the Contract within 5 days of receipt of the fully executed Contract countersigned by RTI, and to complete and deliver the whole of the of the Work comprised in the Contract.
3. We certify that we are not included on any list of suspended, debarred, or ineligible bidders used by the US Government.
4. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between the Parties.
6. We understand and agree that RTI is not bound to accept the lowest or any bid it may receive.
7. Bidder certifies that it fully complies with the minimum Insurance requirements stipulated in the Contract, shall maintain required insurance coverage amount for the life of the Contract, and has attached proof of insurance with their offer.

**Attachment “D”
Pricing**

Under separate sealed envelope provide preconstruction services lump sum fee amount.

Attachment “E”

AIA Contract Instruments

Refer to AIA contract documents provided and modifications sent with this RFP document

Attachment “F”
Background / Scope of Work / General Information

RTI International
Johnson Building Lab Up-fit
Construction Manager@Risk

Project Scope and Objective

The area of work in west wing, 1st floor of the Johnson Building is approximately 10,100 square feet. The project scope includes the demolition of existing office space (slab on grade) area and the complete up-fit including new offices, laboratory casework, and connections to existing plumbing, mechanical, and electrical systems on the first floor. Existing lab functions and staff will be relocated from the Dreyfus Lab Building upon the completion of this project.

The design is intended to facilitate rather simple, quick lab function changes in the future. Hence, the design is to be flexible. The proposed lab functions to be served via this up-fit are mass spectrometry, immuno assay, genomics, cellular profiling technologies development, cell culture, microscopy, and the center for forensic science. The lab space will resemble the existing laboratory areas in the east wing of the building. Some of the labs require minimal building vibration which requires the existing exhaust fans in the west wing to be replaced with strobic air fans. These new fans will significantly minimize vibration.

The design team for this project is led by PBC+L Architecture and includes Wagner Architecture, PLLC, and RMF Engineering Inc.

RFP Selection Criteria

Selection will be based on the following: Company profile (limited to 20 pages) to include proposed team and resumes, experience of similar projects related to scope, experience of similar projects as Construction Manager @ Risk, and list of any foreseeable challenges and resolutions to the project. Under separate sealed envelope provide preconstruction services lump sum fee amount.

Scope of Services

Refer to AIA Document A133-2009, Standard Form of Agreement Between owner and Construction Manager as Constructor and AIA Document A201-2007, General Conditions of the Contract for Construction (both to be provided at Pre-Proposal meeting)

Modifications to AIA Document A133-2009

GENERAL

1. RTI International will issue a purchase order to the contractor for use as a payment mechanism. Contractor is to submit applications for payment per the Agreement with the purchase order number added to the standard AIA Payment Application Form.

ARTICLE 2 – CONSTRUCTION MANAGER’S RESPONSIBILITIES

PARAGRAPH 2.1.2 Consultation

Change 1st sentence: *The Architect shall schedule and conduct meetings with the Construction Manager and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.*

Add at the end of the paragraph: *Construction Manager’s advice and recommendations shall be in accordance with the project schedule.*

PARAGRAPH 2.1.5 Preliminary Cost Estimates

Only one estimate is required which shall be based on the SD/DD submittal package per the schedule and shall be provided within two weeks of receipt of the package.

PARAGRAPH 2.2.1

The Guaranteed Maximum Price proposal shall be based on the 75% submittal package per the schedule and shall be provided within two weeks of receipt of the package.

ARTICLE 4 - COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

PARAGRAPH 4.1.2

Lump sum proposal amount shall be provided separately in a sealed envelope when RFP selection criteria items are submitted for review.

ARTICLE 12 - SCOPE OF THE AGREEMENT

PARAGRAPH 12.2.5

Other documents:

Johnson Up-fit Request for Proposal

RTI Milestone Schedule

Preliminary Schematic Design

Refer to DRAWINGS provided at pre-proposal meeting 1/7/2010