



Request for Proposals
**San Juan County Public Safety Remodel
and Expansion Construction
Management/General Contractor Services**

San Juan County Government
117 South Main
Monticello, UT 84535

Date of Issue:
7/30/2024

I. INTRODUCTION

San Juan County is soliciting qualifications from experienced and qualified Construction Management/General Contractors (CM/GC), in accordance with the *Utah Administrative Code Rule R16-4, Construction Manager/General Contractor and Progressive Construction Manager/General Contractor Contracts*, to assist in the design, remodel and construction of the Public Safety Building located in Monticello, Utah. San Juan County desires to select a CM/GC to provide preconstruction and construction phase services for this building located at 297 South Main in Monticello, Utah.

The preliminary scope of the Project includes designing a remodel and expansion to the existing Public Safety Building which houses the Corrections Facility, Sheriff's Administration, District and County Justice Courts, Attorney's Offices, and Adult Probation and Parol.

Due to the growth and need of these programs, current jail design and configuration, a maximized demand in daily occupancy in the building, we are unable to provide the legal requirement of proper segregation of a female and male population other than a drape pulled between each area for privacy. Intake and receiving takes place in an area in the middle of general population, if a new inmate being processed into the center would have COVID, due to the proximity and no separation, all inmates have the potential to be exposed. There is also no inmate medical center in the building other than the Detox and Holding Cells, upgrades to the building would include a separate isolated medical unit.

Findings from a feasibility study and analysis performed by ajc architects, demonstrated the need for improvements to the current conditions of mechanical, electrical, plumbing and control systems which have gone beyond their life expectancy where most of these are original to the 1987 construction and are supplying and returning air at inadequate levels. In the winter, it is common for the air to be stagnant with condensation on the walls and windows. The fire alarms and smoke detection system are outdated and need to be upgraded and integrated into the control system. For those remodeled areas, the existing electrical will be upgraded as needed including the emergency back-up power distribution. Currently, this provides both life safety and optional loads of power, which are not allowed under the current code and will need to be separated with a separate back-up generator. A new elevator system is needed for the building, the current elevator system is constantly failing and has at times trapped employees in the elevator.

Critical priority goals for the project include planning, designing, and constructing a building with an operational minimum lifecycle of 25 years including sustaining infrastructure quality, security, durability, longevity, functionality of operations and maintenance, and in using materials to withstand that timeframe.

The Fixed Limit Construction Cost (FLCC) is not to exceed \$21,500,000.

II. SCOPE OF WORK

The Public Safety Building Expansion and Remodel is expected to be designed and constructed using the Construction Manager/General Contractor (CM/GC) delivery method as follows:

The CM/GC will be retained and act as a consultant to the design team including ajc architects, County Commission, County Sheriff's Office and County Staff and other members of the design committee during the design process. The CM/GC will provide input regarding the construction costs and risks, and advise the committee in ways to reduce risk, reduce costs, and improve schedules in an effort to stay within the FLCC during all phases of design.

Preconstruction Phase: This phase of the project includes but is not limited to attending design meetings, estimating and cost control, schedule development, construction drawings and constructability reviews. The CM/GC shall assist the County and ajc architects in maintaining the cost of construction within the FLCC for the duration of the project through construction and warranty periods within the project's schedule. The CM/GC will be expected to provide in-depth, accurate, and timely cost data for a rigorous life-cycle cost assessment throughout the design including the use of the State of Utah's High Performance Building Standards.

Pre-schematic services have already begun and are being completed in which the CM/GC will be expected to review and verify the program and existing cost estimates for accuracy. This review will take place in coordination and with the assistance of ajc architect's cost estimator and the design team to ensure and provide an accurate accounting of the upfront and construction costs for the various building systems and equipment, including but not limited to mechanical, plumbing, electrical, and building enclosure systems. The intent is to have the CM/GC and ajc architects to design and program a public safety building, expansion, and remodel which is going to meet the FLCC in both design and constructability.

Costs will need to be provided based on programmatic level narratives and be revised as the design develops through the remaining design phases (i.e. 30%; 60%; 90%; Final/Guaranteed Maximum Price (GMP) in an effort to make informed decisions on the most life-cycle cost effective building systems and therefore needs to be as accurate as possible. The evolving estimate will be shared with the design committee and will be an important element in the decision-making process for the Project.

The CM/GC will advise the Design Committee regarding project phasing and schedule including early procurement of materials if necessary. This includes coordination of staging areas for construction access, stockpiling of materials, storage and other construction related activities.

During the preconstruction phase, the CM/GC will provide ongoing review of the design documents for constructability, clash detection, design error and omissions, design understandability and bid clarity, as well as overall availability of products to meet the intent of architectural design in the effort of designing, remodeling and constructing a building to last a minimum of 25+ years. Any discovered error or omission will be tracked by the CM/GC team with ajc architects until said issue is resolved. The CM/GC will not be allowed to mark up on any such issue related change order during the construction phase of the project as a result of the aforementioned items, either be it design errors or omissions for constructability.

CM/GC will develop and obtain subcontracts and trade contracts in accordance with local, County, State, and Federal requirements. Obtain competitive bids for all the work, materials and equipment,

conduct pre-bid meetings, site tours and work with the County and County representatives to address questions, issue addendums and open bids in the presence of the County. Once the design is sufficient and approved by the County, the CM/GC will be asked to develop and submit a guaranteed maximum price (GMP) for the work that meets the goals for the project. The GMP will be based on price information included in the CM/GC's Approach to Price. The GMP will be compared to ajc architect's costs, and independent consultant costs to ensure GMP is in line with market conditions and costs.

CM/GC in cooperation with ajc architects, will obtain all Monticello City, and State approvals for permitting including obtaining the building permit and other permits as necessary.

Construction Phase: Final construction will not begin until the County and all required permitting agencies have reviewed and accepted the Project design and construction approach. The CM/GC will manage the construction process including general coordination with the County, County Representatives, ajc architects, subcontractors and trade contractors, manage submittals and requests for information and provide input regarding constructability, manage contingency funds, resolve issues and claims, update construction schedules as needed and conduct coordination meetings, etc.

The CM/GC will be required to obtain project bonding, award and manage subcontracts and trade contracts, obtain any building, noise, storm water general construction permit or other required permits to perform the work in its entirety. The CM/GC will conduct, coordinate, and manage water quality inspections, environmental monitoring, and compliance with permits, permit reporting and documentation, and final closeouts of permits.

This phase of the Work consists of the CM/GC furnishing and installing all work as required in the Construction Documents.

The GM/GC will conduct, coordinate and manage quality control inspections, weekly construction meetings, coordinate safety programs and maintain records, as-built drawings, and manuals.

The GM/GC will develop and monitor punch lists, coordinate and assist with the subcontractor and manufacturer warranty corrections and timely project closeout.

The GM/GC supports overall public outreach efforts.

III. FIXED LIMIT OF CONSTRUCTION COST (FLCC) and GUARANTEED MAXIMUM PRICE (GMP)

- A. **Fixed Limit of Construction Cost (FLCC):** The Fixed Limit of Construction Cost or FLCC is the Project's construction budget as listed in this RFP's Introduction Section. The County, Design Committee and the CM/GC Contractor agree to work together to keep the costs of construction, as represented in the design, within the FLCC or lower.
- B. **Guaranteed Maximum Price (GMP):** The guaranteed maximum price is the final price that the Contractor agrees to accept in full performance of the Construction Manager/General Contractor Agreement and is based on the final contract drawings and specifications. The GMP

shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents.

The Final GMP is normally determined at the completion of the contract documents phase and receipt of subcontractors bid. However, a GMP may be negotiated at an earlier point as may be needed by the County.

- C. Contingency: The CM/GC shall include contingencies during design for design, bidding and price escalation, and shall consult with ajc architects to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the project, and to suggest alternate bids in the Construction Documents as needed to adjust the construction cost to the fixed limit. The Contractor shall continue to reduce this contingency throughout the design process, as applicable.

At the point the GMP is established, the Contractor will be allowed to carry a maximum contingency of 3% of the Fixed Limit of Construction Costs (FLCC) as a construction contingency amount. Any use of the funds within the GMP shall be recommended by the Contractor and approved by the County. The County approval shall not be unreasonably withheld.

The contingency fund can only be used for the following types of work and only for direct costs of construction:

- a. Construction errors by the CM/GC.
- b. Replacement of defective work self-performed by the CM/GC.
- c. Items included in the Contract Documents, but missed by the CM/GC in establishing the GMP.

The contingency funds cannot cover items such as:

- a. Errors by subcontractors at any tier.
- b. Coordination issues between subcontractors at any tier.
- c. Replacement of defective work installed by Contractor or Subcontractors at any tier.

If the entire 3% contingency fund is used during construction, any additional funds must be provided at 100% by the CM/GC.

IV. COST PROPOSAL, FEES, and MARKUPS

Prior to submitting a Cost Proposal, each Contractor shall carefully examine the RFP; shall visit the site of the Project; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with applicable law, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the County and/or ajc architects and the necessary changes shall be accomplished by Addendum.

The Cost Proposal, bearing original signatures, must be typed or handwritten in ink on the Cost Proposal form provided as attached as Exhibit A and submitted in a sealed envelope at the location specified below along with the proposal. All documents are due at or prior to the deadline for submission indicated on the Project Schedule.

All contractors shall furnish the following fees and markups as part of the Cost Proposal:

- A. Preconstruction Fee: This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase, except pre-authorized, out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee. **NOTE: The preconstruction services will begin at the design (30%) development phase.**
- B. Construction Management Fee: This lump sum fee shall consist of and include overhead (e.g., office), profit, and office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period. This fee does not include General Conditions.
- C. Cost of Insurance Premiums: Shall be included in the General Contractor costs including builder's risk insurance.
- D. Construction Supervision Cost: This is a per month cost to the project from notice to proceed to final completion for the CM/GC's on-site management/supervision team (e.g., project manager, superintendent, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be considered to be part of the lump sum Construction Management Fee. This includes receptionists, accountants, safety officers, expeditors, etc. This cost does not include General Conditions or people performing the actual construction activities.
- E. Contractor Change Order and Fees: The CM/GC will not be allowed an increase in construction management fee, monthly supervision fee, or general conditions fee for proposed change orders that are determined by the County to be an omission or unforeseen conditions.

Scope changes prior to the final GMP that exceed the FLCC will include an increase in the management fee, monthly supervision fee, and general conditions fee as defined in the RFP.

Scope changes after the final GMP will include a 5% markup. Additional monthly management fee and general conditions fee may be increased only if the County approves an increase in contract days; and will be applied as a percentage of the fee identified in the RFP divided by the number of construction days in the contractors GMP schedule as defined in the CM/GC contract documents.

- F. Self-Performed Work Markup: The Contractor will be allowed to self-perform work. This work must be billed at actual cost incurred, plus the Self-Performed Work Markup. Actual

costs for self-performed work will be subject to audit. No billing rates will be allowed. The Contractor must bid its self-performed work to a minimum of TWO different sub-contractors.

The Contractor's bid will then be evaluated by the County and ajc architects and must be determined to be the best value bid for the work to be awarded to the Contractor. The cost of any work that is self-performed will be part of the established GMP.

This is a fixed percentage markup that will be applied to the cost for the CM/GC's actual labor plus burden cost, material costs, and equipment costs for self-performed work. **A markup equal to or less than 7% will be considered. Proposals with markups above 7% will be deemed non-responsive and not considered.**

- G. Self-Performed Unit Costs: Identify the following unit costs for self-perform work (for example):

Labor to install spread footings (less rebar)	per cy
Labor to install continuous footings (less rebar)	per cy
Labor to install slab on grade (less rebar)	per sf
Labor to install suspended slabs (less rebar)	per sf

- H. General Conditions: This cost shall include all costs normally associated with mobilization such as: surveying, trailer, signage, office supplies etc., temporary power phone and sanitation, clean-up, fencing etc. The proposer shall itemize and attach to the bid form a list of all costs that they are proposing for General Conditions.
- I. Other Costs: No costs, exceptions or exclusions will be allowed outside of those listed above.

The maximum fee for the services sought through this RFP will be the selected Vendor's¹ proposal price. Vendors shall submit a fee proposal similar to the Form Fee Proposal below. Vendors shall also submit a rate schedule (similar to the Form Rate Schedule below) for all individuals that the Vendor anticipates will provide services in connection with this RFP. Fees should be based on a combination of 45,000 square feet of remodel space and 11,000 square feet of new construction.

V. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation should include a Management Plan and Statement of Qualifications Submittal.

The submittal for the Management Plan and Statement of Qualifications shall be combined into one document and shall be limited to 20 pages maximum (20 single-sided pages or 10 double-sided pages). Font size shall be no smaller than 10 points.

The submittal shall be organized as follows, but not limited to:

- A. San Juan County RFP Form. The County's Request for Proposal form completed and included as page 1 in the bid packet. (Attachment A)**
- B. Letter of introduction, including point of contact information.
- C. Letter from a surety company indicating that the Contractor is capable of obtaining Payment and Performance Bonds for up to at least \$21,500,000 or more for this project. The surety submitting the letter must be a surety company or companies licensed by the State of Utah and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating "unlimited" bonding/security capability are not acceptable. Payment and Performance Bonds will be required at the time the construction Contract is awarded. The final value of the Bonds will equal the negotiated amount of the construction Contract(s).
- D. Statement of Qualifications and Strength of Team: The Statement of Qualifications is a short document (four (4) page maximum) that indicates the experience and qualifications of the firm, the Project Manager and other critical members of the team. Please include the following: Prime Contractor's Experience, Project Specific Team Experience, Past Project Experience as a Team, Team Experience with the County or ajc architects, On-Site Management Team's (Project Director, or Sr. Project Manager, Project Manager, Superintendent, Lead Estimator/Scheduler, Project Engineer) Experience, Preconstruction Team, and any other team member's project specific experience as required. Contractors are encouraged to review the scoring criteria to make sure they attribute information based off of those topics which will be scored.

For any of the past projects listed within the Contractor's proposal, the following information shall be included:

- a. The name and location of the project including which of the proposed team members were part of the project and identifying what their role was on said project referenced.
- b. Identify the construction cost of the building.
- c. Identify the construction delivery method.
- d. Provide the building type- i.e. concrete tilt up, steel framing, etc.
- e. Provide the year the project finished, and how long you worked in that role on said project.

- f. For projects that were delivered under a CM/GC method, provide an estimating history during preconstruction phase for said project.

The Contractor's list of personnel in the Proposed CM/GC team section of the Statement of Qualifications are considered key personnel. The Contractor is agreeing to make the personnel available to complete work on the Contract at whatever level the Project requires. Personnel changes will be reviewed by San Juan County to assure the replacement is equally qualified and has adequate experience. San Juan County will only allow changes in key personnel when caused by circumstances outside the control of the Contractor. Changes in key personnel for the convenience or benefit of the Contractor will not be allowed and is strongly discouraged.

- E. Management Plan: Construction firms are required to develop and submit a five (5) page maximum management plan demonstrating how they will manage their responsibilities and scope of work outlines within this RFP. The Management Plan should be concise yet contain sufficient information for evaluation by the selection committee and should include the Contractor's philosophy and approach to the following: Preconstruction Services, Project Communication Plan, Schedule Control Plan, Safety Plan, Quality Control Plan, Change Control Plan, and Project Closeout Plan. A narrative that specifically addresses the firm's or individual's experience and capability to successfully perform the required services requested in the RFP.

Included in the Management Plan is your proposed project schedule described herein at item "F" Project Schedule.

Indicate all services that will be provided during the Preconstruction Phase of this project and the individuals who will be performing these services. Provide an organizational chart to clarify the Contractor's supervision and support structure during this phase. Clearly identify all personnel that will be considered as a Construction Supervision Cost under the GMP. Any personnel not identified in this management plan to be a Construction Supervision Cost, will be considered a part of the lump sum Construction Management Fee and will not be allowed as either a future General Conditions or Construction Supervision Cost except for those that are actually performing the construction activities.

Indicate the number of projects (outside of this scope) that the project manager will be responsible for during this project.

- F. Project Schedule: Include in your Management Plan a proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable. Address project specific criteria, risks that have been identified by the RFP, and additional risks that the Construction Firm's team has identified. State how those risks will be mitigated. Construction firm will provide and include an 11"x17" page to utilize and demonstrate a proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable. A completion date prior to that shown in the RFP schedule is requested, but not mandatory. The actual notice to proceed will be based and determined on how quickly the contractor returns the contract and the required bonds, General Conditions, as well as the resolution of any issues that

may arise in the procurement process. The actual completion date will be based on the contractor’s proposed schedule and the date the Contractor received the contract for signature.

All plans, schedules and the costs proposals are required to reflect the project construction time. Non-compliance with the schedule will not result in automatic disqualification; however, it will be evaluated by the selection committee in determining the final selection.

- G. Termination or Debarment Certification: Federal and State regulations require certification by prospective Contractors (including CM/GCs, subcontractors, and principals) as to current history regarding debarment, eligibility, indictments, convictions, or civil judgements. The Contractor must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The contractor must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Contractor cannot certify these two (2) statements the firm shall submit a written explanation of the circumstances for review. Contractors are to submit these certifications with the Statement of Qualifications.

- H. Project Risks, Tools, and Ideas: Describe the Contractor’s philosophy and approach in addressing a Risk Identification and Mitigation Plan, Tools and Techniques, Value Added Ideas. State how risks will be mitigated throughout the process by your firm being specific as to the scope and knowing that change order acceptance will be minimal.

- I. References: Provide the names and contact information for a minimum of four (4) references from two (2) owners and two (2) architectural firms where you have completed projects and worked with architects using the CM/GC method.

Proposals in non-standard formats cannot be evaluated without considerable analysis. Failure to follow the prescribed format may result in rejection of the proposal.

VI. SAN JUAN COUNTY’S REQUEST FOR PROPOSALS POLICY

Each Contractor who submits a proposal in response to this RFP agrees to comply with and be bound by the San Juan County’s Request for Proposals policy that is in place at the time that this RFP was issued. Each Vendor may request and receive a copy of San Juan County’s Request for Proposals policy by sending an email to Purchasing Manager Mack McDonald at mmcdonald@sanjuancounty.org requesting a copy of San Juan County’s Request for proposals policy.

VII. EVALUATION CRITERIA

Submitted Proposals will be evaluated and scored by the selection committee based on the following criteria:

<u>Evaluation Criteria</u>			
<u>Primary Criteria</u>		<u>Primary Criteria % of Overall</u>	

		<u>Evaluation Score</u>	
Statement of Qualification and Strength of Team	<i>Sub-Criteria</i>	30%	<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>
	<ul style="list-style-type: none"> • <i>Company Experience:</i> Show the overall experience of the company in relation to projects of similar scope, size and complexity. • <i>Project Team Experience:</i> show the overall experience of the project team in relation to projects of similar scope, size and complexity. Clearly identify which projects the team members worked on together, and what their role was on said project. • <i>Project Manager Experience:</i> show the experience of past relevant projects – Clearly identify what role the proposed PM played on the listed relevant past projects. Consider availability, other current projects and percent of commitment, years of experience and years of experience with current company. • <i>Superintendent Experience:</i> show the experience of past relevant projects - Clearly identify what role the proposed Super played on the listed relevant past projects, the super’s availability during the project, years of experience and years of experience with current company. • <i>Project Estimator Experience:</i> show the experience on relevant past projects, roles, availability, current assignments and percent of commitment. Clearly identify what role the estimator played on each of the past relevant projects. • <i>Experience with Design Architect:</i> show the experience of past relevant projects, availability, years of experience and years of experience with ajc architects. Show what role they held for any of the past relevant projects listed & critical info about the project. 		30%
Management Plan and Schedule	<i>Sub-Criteria</i>	40%	<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>

	<ul style="list-style-type: none"> • <i>Preconstruction Services</i>: show how the team will approach the preconstruction services throughout design. • <i>Cost Control Plan</i>: show how the team will approach managing and controlling project costs throughout design and construction, including bid packages and change requests. • <i>Risk Identification and Mitigation Plan</i>: provide a detail list of risks and a mitigation plan. • <i>Schedule Control Plan</i>: provide a detailed schedule; identify the necessary bid packages; include identifying, managing and controlling critical path activities. • <i>Quality Control and Value Added Ideas</i>: show how the team will approach quality control and how to provide added value ideas related to site constraints, available labor force, material selection and costs, and scheduling. • <i>Overall Understanding of Project</i>: show the overall understanding of the project, the user, the risks, the project specific needs or site conditions, a project organization chart for design and an organization chart, if different, during construction. • <i>Change Control Plan</i>: show how the team will manage and control RFIs, ASIs, PRs, PCOs, and change order pricing. • <i>Project Closeout Plan</i>: provide a plan for project closeout to include warranty period. • <i>Self-Performing Plan</i>: the construction firm shall also discuss what portions of the project they plan to self-perform. 		40%
Fee Schedule	<i>Sub-Criteria</i>	30%	<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>
	<ul style="list-style-type: none"> • The Contractor's Cost Proposal will be considered with all other criteria to determine the ranking of the firm. This will be performed by completing and submitting the San Juan County RFP Form. 		30%
Introduction		0%	
	<i>Sub-Criteria (required, not scored)</i>		<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>

	<ul style="list-style-type: none"> • Letter of Introduction • Letter from Surety 		0% 0%
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VIII. PROJECTED SCHEDULE FOR THE RFP PROCESS

The County reserves the right to modify this schedule at its sole discretion.

<u>Activity</u>	<u>Date</u>
Request for Proposal Issued	Tuesday, July 30, 2024
Question and Answer Site Tour	Monday, August 5, 2024
Last day to submit questions via e-mail	Thursday, August 8, 2024
Proposal Due Date	Monday, August 12, 2024
Notice of Award	Friday, August 20, 2024

IX. QUESTION AND ANSWER MEETING

Interested Construction firms wishing to submit a proposal are required to attend a mandatory question, answer, and introduction meeting located on site at 297 S Main St, Monticello, UT on Monday, August 5, 2024 at 11:00 am. It is critical that interested parties are on time for the meeting. **Attendance at this meeting is mandatory.**

X. INTERVIEWS

San Juan County may convene the selection committee to develop a short list of not less than three (3) contractors to be invited to interviews. This evaluation will be made using the selection criteria as noted above in Section VII. Evaluation Criteria except that cost will not be considered. The information provided by the past performance/references, performance plan and statement of qualifications, will be the basis for this evaluation.

The purpose of the interview is to allow the Contractor to present its qualifications, past performance, management plan, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the Contractor’s proposal.

The proposed primary project management personnel, including the project manager and superintendent, must be in attendance. The project manager is the contractor’s representative who will be in daily control of the construction site. The project manager has overall job authority, will be in attendance at all job meetings, and is authorized by the Contractor to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of subcontractors is at the discretion of the Contractor.

The method of presentation is at the discretion of the Contractor. The interviews will be held upon invitation.

San Juan County reserves the right to select a Contractor without an interview process.

XI. WRITTEN CONTRACT REQUIRED

The selected party must be willing to enter into a written contract with San Juan County. A binding agreement between San Juan County and the selected party is dependent upon the negotiation, preparation, and execution

of a formal contract. At any time prior to the execution of a binding agreement executed by both parties, San Juan County may, in its sole discretion, stop the selection process and decline to enter into an agreement for the subject matter herein.

XII. INQUIRIES

All inquiries relating to the specifications or proposal procedure should be directed in writing through e-mail to the Purchasing Manager, Mack McDonald at mmcdonald@sanjuancounty.org. The last day and time to submit questions will be 4:30 p.m. on August 8, 2024. **Please do not contact the agency, division, department, or other County officers or employees.**

XIII. REQUEST FOR FINAL AND BEST OFFERS

Among other options at San Juan County's disposal, San Juan County may request a final and best offer at any time during the RFP process. If San Juan County exercises this option, the interested party shall respond prior to the deadline established by San Juan County when the option is exercised. If the interested party fails to timely provide a final and best offer, the best offer made by the interested party prior to the exercise of this option will be considered by San Juan County as the final offer of the interested party.

XIV. PROTESTS

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, any proposer who submitted a timely filed proposal that was not rejected by either the evaluation committee or the Purchasing Manager may file a protest. In order to be timely, a protest must be submitted, in writing, to the San Juan County Clerk/Auditor no later than six calendar days after the date that the *Notice of Intent to Engage in Contract Negotiations* was sent by the Purchasing Manager to the applicable Vendor. Protests that are not submitted in a timely manner shall be rejected by San Juan County.

XV. SAN JUAN COUNTY MAY TERMINATE THE RFP PROCESS OR DECIDE NOT TO ENTER INTO A CONTRACT

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, San Juan County may terminate the RFP process regarding this RFP for any reason and at any time prior to the execution of a contract by a proposer and San Juan County regarding the services sought through this RFP. Moreover, San Juan County may decide not to enter into a contract with any proposer to provide the services sought through this RFP.

XVI. CONTRACT AND PROPOSAL INFORMATION

All proposers who submit a proposal in response to this RFP acknowledge that they have each read and understand this RFP and agree to be bound by the terms and provisions of this RFP, including, but not limited to, the following:

- A. Firm Pricing: All prices, quotes, or proposals shall remain firm for the duration of the RFP process regarding this RFP and until a contract regarding this RFP is executed by San Juan County and a Vendor or San Juan County decides not to enter into a contract with any Vendor to provide the services sought through this RFP. A Vendor's failure to comply with these provisions may result in the rejection of the Vendor's proposal.

- B. Governing Law and Exclusive Jurisdiction and Venue: Any contract between San Juan County and a Vendor regarding this RFP will be interpreted, construed, and given effect according to the laws of the state of Utah and the ordinances of San Juan County, and the courts within San Juan County, Utah shall have the sole and exclusive jurisdiction and venue regarding any such contract. No contract will be assigned, in whole or in part, without the written consent of San Juan County.
- C. Licensing: The selected Vendor shall obtain all applicable federal, state, and local licenses before any contract between San Juan County and the Vendor regarding this RFP is executed. The selected Vendor must maintain for the duration of the contract between San Juan County and the Vendor regarding this RFP.
- D. Registration: All Vendors shall be registered with the Utah State Division of Corporations and Commercial Code to perform business in the state of Utah. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll free at 877-526-3994 or by accessing: www.commerce.utah.gov.
- E. Public Domain: Interested Parties are advised that Utah law and San Juan County ordinances provide that, upon the full execution of a contract subsequent to an RFP, the contents of a selected proposal relating to this RFP may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63G-2-101 et seq. and County ordinance. Please refer to Section XVI below for specific details regarding the protection of certain information.
- F. Modifying or Withdrawing Proposals: Interested parties may modify or withdraw their proposals at any time prior to the proposal due date. Interested parties may withdraw their proposals if San Juan County and the selected interested party cannot agree on contract terms.
- G. Independent Contractors: Interested party agrees that if he/she/it enters into a contract with San Juan County, he/she/it will be an independent contractor and have no authority, express or implied, to bind San Juan County to any agreements, settlements, liability, or understanding whatsoever with any third party and will have no interest in any benefits provided by San Juan County to its employees.
- H. Free and Competitive Bidding: Any agreement or collusion among prospective interested parties to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- I. Insurance: If awarded the contract, an interested party will, at its sole cost and expense, secure and maintain both prior to the commencement of the term of the contract and for the duration of the contract, insurance coverage as follows:
 - (1) General Liability Insurance as follows: Occurrence form commercial general liability insurance with the following minimum limits:
 - (a) Each Occurrence - \$2,000,000.00;
 - (b) Damage to Rented Premises – \$50,000.00;
 - (c) Med. Exp. (Any one person) – \$5,000.00;
 - (d) Personal & Adv. Injury – 2,000,000.00;
 - (e) General Aggregate - \$2,000,000.00;
 - (f) Products – Comp/Op Agg. - \$2,000,000.00; and
 - (g) Builders Risk Insurance-\$34,000,000

- (2) Automobile Liability Insurance: With minimums to satisfy the state of Utah’s requirements;
- (3) Workers Compensation and Employers’ Liability: With minimums to satisfy the state of Utah’s requirements or a valid waiver issued by the appropriate department of the state of Utah; and

- J. Indemnification: If awarded a contract and consistent with the terms and provisions of the written contract between San Juan County and the selected party, the selected party, for itself, and on behalf of its representatives, among others, shall agree and promise to indemnify, defend, save and hold harmless San Juan County, and San Juan County’s representatives, among others, from any and all claims, among other things. San Juan County will not agree to indemnify or defend the contractor under the contract
- K. Infringement: An interested party shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party, shall be borne by the selected party.
- L. Warranties. If products, goods, or otherwise will be supplied or provided by the selected party, the selected party shall agree to the specific warranty provisions that will be set forth in the written contract entered into between San Juan County and the selected party.
- M. Conflicting Terms of Provisions: If any portion of this RFP conflicts in whole or in part with a written agreement entered into between the selected party and San Juan County subsequent to the issuance of this RFP, the subsequent written agreement between the selected party and San Juan County shall control.

XVII. RFP SUBMISSION REQUIREMENTS AND NOTICE TO INTERESTED PARTIES ON HOW TO POTENTIALLY PROTECT CERTAIN PORTIONS OF THEIR PROPOSALS

All interested parties shall submit nine (9) copies of their proposal to San Juan County along with the completed form attached as “Attachment A” hereto. Eight (8) copies of the interested party’s proposal shall be full and complete copies and shall be submitted in hard copy form by either mailing or hand delivering such copies as follows:

If Provided by Mail:

San Juan County
Attn: Mack McDonald
P.O. Box 9
Monticello, UT 84535

If Provided by Hand Delivery:

San Juan County
Attn: Mack McDonald
117 South Main
Monticello, UT 84535

The ninth copy shall be submitted in “PDF” form. This copy may be submitted on a CD, flash drive, or other electronic storage medium and provided, along with the first copy, either in the mail or by hand delivery.

If the interested party’s proposal either does not contain information that may be protected under Section 63G-2-305(1) or (2) of the Utah Code or the interested party does not want to protect information that could be protected under Section 63G-2-305(1) or (2) of the Utah Code, then the interested party’s second copy of its proposal, provided in “PDF” form, shall be a full and complete copy of the interested party’s proposal.

If, however, the interested party’s proposal does contain information that may be protected under Section 63G-2-305(1) and/or (2) of the Utah Code, and the interested party would like to protect such information in its proposal, then the interested party shall comply with Section 63G-2-309 of the Utah Code.

If the interested party does not strictly comply with all of the foregoing provisions of this section, San Juan County, upon receiving a GRAMA request for the interested party's proposal, will release a full and complete copy of the interested party's proposal.

All costs associated with the preparation of the proposal, as well as any other related materials, will be the sole responsibility of the interested party. All proposals become the property of San Juan County upon submission. San Juan County reserves the right, but is not obligated, to reject any or all proposals submitted.

Further submission requirements are set forth in the sections below:

EXHIBIT A

San Juan County RFP Form

Vendor Information: Provide the following information about your company.

Vendor Name:

(Note: give exact legal name as it will appear on the contract, if awarded)

Address: _____

City: _____ State: _____ Zip: _____

Business Structure:

_____ Individual or Sole Proprietorship

_____ Partnership

_____ Corporation

_____ Limited Liability Company

_____ Other, list business structure _____

Insurance Certificate:

_____ Provide a copy of insurance certificate with San Juan County named as a certificate holder, or

_____ Confirm that you are willing to satisfy the required insurance requirements if selected by San Juan County and provided with a proposed contract.

Contact Information:

List the one person who San Juan County or its representative may contact concerning your RFP.

Name and Title: _____

Telephone Number: _____

E-Mail: _____

Mailing Address: _____

Final Proposal Cost/Pricing Structure:

Preconstruction Fee: For all work during the pre-construction period, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)

Construction Management Fee: For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)

Construction Supervision Cost: For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

Contractor Change Order Markup: For all work added to the contract by change order due to scope changes or otherwise, I/we agree to add not more than 5 % to the subcontractor/supplier costs for the additional work.

Self-Performed Work Markup: For all self-performed work, I/we agree to add no more than 7% to our labor and material costs to perform the work. The labor burden, including benefits, adds 7 % to the labor rate.

Self-Performed Unit Costs (example):

- a. Labor to install spread footings (less rebar) _____ per cy
- b. Labor to install continuous footings (less rebar) _____ per cy
- c. Labor to install slab on grade (less rebar) _____ per sf
- d. Labor to install suspended slabs (less rebar) _____ per sf

General Conditions: (Attach itemized list)

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of **\$1,000** per day for each day after expiration of the Contract Time as stated in the CM/GC Agreement.

With the cooperation of San Juan County and ajc architects, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC. The FLCC for this project is \$21,500,000.

By submitting this RFP, Vendor hereby certifies its willingness to enter into a contract with San Juan County, if selected, to provide the materials and/or services sought through this RFP.

VENDOR:

By: _____
Print Name: _____
Title: _____
Date: _____