**University of Missouri**

 **INFORMATION FOR PROPOSERS FOR DESIGN BUILD**

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**1. Design/Build Documents**

**1.1** Drawings, specifications, and other Design/Build Criteria, pursuant to work which is to be done, may be obtained at the office address shown in the Request for Proposals and Special Conditions.

**2. Proposer Obligations**

**2.1** Before submitting proposals each Proposer shall carefully examine the Design/Build Criteria and related Design/Build Documents, visit site of work and fully inform themselves as to all existing conditions, facilities, restrictions and other matters which can affect the work or the cost thereof. Proposer shall notify Owner of all conflicts, errors, or discrepancies discovered by Proposer in the Design/Build Documents.

**2.2** Each Proposer shall include in their proposal the cost of all work and materials required to complete the contract in a first-class manner as hereinafter specified.

**2.3** Failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint themselves with existing conditions, shall in no way relieve them from any obligation with respect to their proposal or contract, and no extra compensation will be allowed by reason of anything or matter concerning which Proposer should have fully informed themselves prior to submitting a proposal.

**2.4**  Submission of proposals shall be deemed acceptance of the above obligations and each and every obligation required to be performed by all of the Design/Build Documents in the event the proposal is accepted.

**3. Interpretation of Documents and Addenda**

**3.1**  If any prospective Proposer is in doubt as to the true meaning of any part of the Design/Build Documents, they shall submit a written request to the Owner’s Technical Consultant for an interpreta­tion.

**3.2**  Requests for such interpretations shall be delivered to the Owner’s Technical Consultant at least one (1) week prior to time for receipt of proposals.

**3.3**  Interpretations or clarifications considered necessary by Owner’s Technical Consultant or Owner in response to such questions will be issued by Addenda to all parties recorded by Owner’s Technical Consultant and Owner as having received the Proposal Documents.

**3.4** Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Design/Build Documents as deemed advisable by the Owner or Owner’s Technical Consultant. Such Addenda must also be in writing in order to be binding.

**4.**  **Proposals**

**4.1** Proposals shall be received separately or in combination as shown in and required by the Proposal Form included in the Design/Build Documents. Proposals shall be completed so as to include insertion of amounts for alternate proposals, unit prices and cost accounting data.

**4.2**  Proposers shall apportion each base proposal between various phases of the work, as stipulated in the Proposal Form. All work shall be done as defined in the Design/Build Documents.

**4.3** Each Proposal shall consist of three (3) submissions, (i) the Proposal Form and Proposal Security/Bond, (ii) a Narrative and Samples, and (iii) Design Proposal including all drawings, specification and supporting documentation; unless indicated otherwise in the Design/Build Documents. Each package must be presented in separate sealed envelopes which shall be plainly marked "Design Proposal Enclosed for (indicate name of project from cover sheet)”; “Proposal Form and Bond Enclosed for (indicate name of project from cover sheet)”; Narrative and Samples Enclosed for (indicate name of project from cover sheet)”; and mailed or delivered to the building and room number specified in the Request for Proposals. Proposers shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was mailed in time to be received before scheduled closing time for receipt of proposals, nor shall it be sufficient to show that a proposal was somewhere in a university facility.

**4.4** The Proposer’s price shall include all federal sales, excise, and similar taxes, which may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City & State taxes shall not be included as defined within Article 3.16 of the General Conditions for Construction of the Contract (Design-Build) included in the Design/Build Documents.

**4.5** Proposals shall be submitted on a single proposal form, furnished by the Owner or Owner’s Technical Consultant.

**4.6** No Proposer shall stipulate in their proposal any conditions not contained in the proposal form.

**4.7** The Owner reserves the right to waive informalities in proposals and to reject any or all proposals.

**5. Modification and Withdrawal of Proposals**

**5.1** The Proposer may withdraw their proposal at any time before the scheduled closing time for receipt of proposals, but no Proposer may withdraw their proposal after the scheduled closing time for receipt of proposals.

**5.2**  Only telegrams, letters and other written requests for modifications or correction of previously submitted proposals, contained in a sealed envelope which is plainly marked "Modification of Proposal on (name of project on cover sheet),” which are addressed in the same manner as proposals, and are received by Owner before the scheduled closing time for receipt of proposals will be accepted and proposals corrected in accordance with such written requests.

**6. Signing of Proposals**

**6.1**  Proposals which are signed for a partnership shall be **manually** signed in the firm name by at least one partner, or in the firm name by Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the proposal, a Power of Attorney evidencing authority to sign the proposal dated the same date as the proposal and executed by all partners of the firm.

**6.2**  Proposals that are signed for a corporation, shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name. Title of office held by the person signing for the corporation shall appear below the signature of the officer.

**6.3**  Proposals that are signed by an individual doing business under a firm name, shall be manually signed in the name of the individual doing business under the proper firm name and style.

**6.4** Proposals that are signed under joint venture shall be manually signed by officers of the firms having authority to sign for their firm.

**7. Proposal Security**

**7.1**  Each proposal shall be accompanied by a proposal bond, certified check, cashier's check, acceptable to and payable without condition to The Curators of the University of Missouri, in an amount at least equal to five percent (5%) of Proposer’s proposal including additive alternates.

**7.2**  Proposal security is required as a guarantee that Proposer will enter into a written contract and furnish a performance and payment bonds within the time and in form as specified in the Design/Build Documents; and if successful Proposer fails to do so, the proposal security will be realized upon or retained by the Owner. The apparent low Proposer shall notify the Owner in writing within 48 hours (2 work days) of the proposal opening of any circumstance that may affect the proposal security including, but not limited to, a proposal error. This notification will not guarantee release of the Proposer’s security and/or the Proposer from the Proposer’s Obligations.

**7.3** If a proposal bond is given as a proposal security, the amount of the bond may be stated as an amount equal to at least five percent (5%) of the proposal, including additive alternates, described in the proposal. The proposal bond shall be executed by the Proposer and a responsible surety licensed in the State of Missouri with a Best’s rating of no less than A-/XI.

**7.4**  It is specifically understood that the proposal security is a guarantee and shall not be considered as liquidated damages for failure of Proposer to execute and deliver their contract and performance bond, nor limit or fix Proposer’s liability to Owner for any damages sustained because of failure to execute and deliver the required contract and performance bond.

**7.5** Proposal security of the two (2) responsive Proposers with the highest point total will be retained by the Owner until a contract has been executed and an acceptable bond has been furnished, as required hereby, when such proposal security will be returned. Surety proposal bonds of all other Proposers will be destroyed and all other alternative forms of proposal bonds will be returned to them within ten (10) days after Owner has determined the two (2) most responsive proposals.

**8. Proposer’s Statement of Qualifications**

**8.1**  Each Proposer submitting a proposal shall present evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract by completing and submitting with their proposal the schedule of information set forth in the form furnished in the proposal form.

**8.2**  Such information, a single copy required in a separate sealed envelope, will be treated as confidential information by the Owner, within the meaning of Missouri Statue 610.010.

**8.3** Proposals not accompanied with current Proposer’s Statement of Qualifications may be rejected.

**9. Award of Contract**

**9.1**  The Owner reserves the right to let other contracts in connection with the work, including, but not by way of limita­tion, contracts for furnishing and installation of furniture, equipment, machines, appliances, and other apparatus.

**9.2** In evaluating Proposals, the Owner may conduct such investigations, including but not limited to interviews, as the Owner deems necessary to assist in the evaluation of any Proposal and/or Proposer and to establish or clarify the responsibility, qualifications, personnel availability, financial ability of Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract to the Owner’ satisfaction within the prescribed Contract Time. The Proposers success in achieving the specified MBE/WBE goal, or demonstrating a good faith effort as described in Article 14 will be evaluated as well as the Proposer’s status as suspended or debarred. Inability of any Proposer to meet the requirements mentioned above may be cause for rejection of their proposal.

**9.3** If the Contract is to be awarded, it will be awarded to a responsible Proposer submitting the Proposal that provides the Best Value to Owner based upon the selection criteria set forth herein as determined in the sole discretion of the Owner.

**9.4** By submitting a Proposal, Proposer agrees that any protest, controversy, dispute or claim arising from the Owner’s Request for Proposals, the Proposer's submission of a Proposal, the Owner's rejection of any Proposal and/or the Owner's award of a Contract on the Project identified above shall be subject to the same dispute resolution requirements as are set forth in the General Conditions, which are incorporated herein by reference.

**10. Contract Execution**

**10.1** The Successful Proposer shall submit within fifteen (15) days from receipt of notice, the documents required in Article 9 of the General Conditions for Construction of the Contract (Design-Build) included in the Design/Build Documents.

**10.2** No proposals will be considered binding upon the Owner until the documents listed above have been furnished. Failure of Proposer to execute and submit these documents within the time period specified will be treated, at the option of the Owner, as a breach of the Proposer’s proposal security under Article 7 and the Owner shall be under no further obligation to Proposer.

**10.3** The Owner will furnish the Proposer a copy of the executed contract and bonds.

**11. Contract Security**

**11.1** The Proposer shall procure and furnish a Performance bond and a Payment bond in the form prepared by Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the contract sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee Contractor’s faithful performance of this Contract, including but not limited to Proposer’s obligation to correct defects after final payment has been made as required by the Design/Build Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guaranty Period as required by the Design/Build Documents.

**11.2** The bonds required hereunder shall be meet all requirements of Article 11 of the General Conditions for Construction for Construction (Design-Build) included in the Design/Build Documents.

**11.3**  If the surety of any bond furnished by Design/Builder is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this Article 11, Design/Builder shall within ten (10) days substitute another bond and surety, both of which must be acceptable to Owner. If Design/Builder fails to make such substitution, Owner may procure such required bonds on behalf of Design/Builder at Design/Builder’s expense.

**12. Time of Completion**

**12.1** Proposer shall agree to commence work within five (5) days of the date "Notice to Proceed" is received from the Owner, and the entire work shall be completed by the comple­tion date specified or within the number of consecutive calendar days stated in the Design/Build Documents. The duration of the construction period, when specified in consecutive calendar days, shall begin when the contrac­tor receives notice requesting the documents required in Article 9 of the General Conditions of the Contract for Construction (Design-Build) included in the Design/Build Documents.

**13. Missouri Products and Missouri Firms**

**13.1** The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University of Missouri, and which by contract, shall be binding upon independent contractors and subcontractors with the University of Missouri whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construc­tion, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each Proposer submit­ting a proposal agrees to comply with, and be bound by the foregoing policy.

**14. SUPPLIER DIVERSITY**

**14.1 Award of Contract**

If a Supplier Diversity participation goal is set for this project on the Proposal Form, the Owner will take into consideration the Proposer’s success in achieving the Supplier Diversity participation goal in awarding the contract. Inability of any Proposer to meet this requirement may be cause for rejection of their proposal.

The University will grant a three (3) point bonus preference to a Missouri based, certified Service Disabled Veteran Enterprise (SDVE) proposer as defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents.

**14.2**  **List of Supplier Diversity Firms**

**14.2.1** The Proposer shall submit as part of their proposal a list of diverse firms performing as contractor, subcontractors, and/or suppliers. The Proposer shall submit as part of their proposal a list of diverse firms performing as contractor, subcontractors, and/or suppliers. The list shall specify the single designated diverse firm name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, provide information for each affected category.

**14.2.2** Failure to include a complete list of diverse firms may be grounds for rejection of the proposal.

**14.2.3** The list of diverse firms shall be submitted in addition to any other listing of subcontractors required in the Proposal Form.

**14.3 Supplier Diversity Percentage Goal**

The Proposer shall have a goal of subcontracting with diverse contractors, subcontractors, and suppliers, the percent of contract price stated in the Supplier Diversity goal paragraph of the Proposal Form.

**14.4 Supplier Diversity Percent Goal Computation**

**14.4.1** The total dollar value of the work granted to the diverse firms by the successful Proposer is counted towards the applicable goal of the entire contract, unless otherwise noted below.

**14.4.2** The Proposer may count toward the Supplier Diversitygoal only expenditures to diverse firms that perform a commercially useful function in the work of a contract. A diverse firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved. A Proposer that is a certified diverse firm may count as 100% of the contract towards the Supplier Diversitygoal. For projects with separate MBE, SDVE, and WBE/Veteran /DBE goals, a MBE firm bidding as the prime bidder is expected to obtain the required SDVE, and WBE/Veteran/DBE participation; a WBE or Veteran or DBE firm bidding as the prime bidder is expected to obtain the required MBE and SDVE participation and a SDVE firm bidding as the prime bidder is expected to obtain the required MBE, and WBE/Veteran/DBE participation.

**14.4.3** The Proposer may count toward its Supplier Diversity goal expenditures for materials and supplies obtained from diverse suppliers and manufacturers, provided the diverse firm assumes the actual and contractual responsibility for the provision of the materials and supplies.

**14.4.3.1** The Proposer may count its entire expenditure to a diverse manufacturer. A manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.

**14.4.3.2** The Proposer may count its entire expenditure to diverse suppliers that are not manufacturers provided the diverse supplier performs a commercially useful function as defined above in the supply process.

**14.4.3.3** The Proposer may count 25% of its entire expenditures to diverse firms that do not meet the definition of a subcontractor, a manufacturer, nor a supplier. Such diverse firms may arrange for, expedite, or procure portions of the work but are not actively engaged in the business of performing, manufacturing, or supplying that work.

**14.4.4** The Proposer may count toward the Supplier Diversity goal that portion of the total dollar value of the work awarded to a certified joint venture equal to the percentage of the ownership and control of the diverse partner in the joint venture.

**14.4.5** On projects with separate MBE and WBE/Veteran/DBE goals, the Owner may allow MBE participation provided in excess of the MBE goal to be counted towards the WBE/Veteran/DBE goal.

14.5 Certification by Proposer of Diverse Firms

**14.5.1** The Proposer shall submit with its proposal the information requested in the "Supplier Diversity Compliance Evaluation Form" for every diverse firm the Proposer intends to award work to on the contract.

**14.5.2** Diversefirms are defined in Article 1 (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction (Design-Build) included in the Design/Build Documents, and as those businesses certified as disadvantaged by an approved agency. The Proposer is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed in the proposal form document “Supplier Diversity Certifying Agencies”. Any firm listed as disadvantaged by any of the identified agencies will be classified as a diverse firm by the Owner.

**14.5.3** Proposers are urged to encourage their prospective diverse contractors, subcontractors, joint venture participants, team partners, and suppliers who are not currently certified to obtain certification from one of the approved agencies.

**14.6** **Supplier Diversity** **Participation Waiver**

**14.6.1**  The Proposer is required to make a good faith effort to locate and contract with diverse firms. If a Proposer has made a good faith effort to secure the required diverse firms and has failed, the Proposer shall submit with the proposal, the information requested in "Application for Supplier Diversity Participation Waiver." The Contracting Officer will review the Proposer’s actions as set forth in the Proposer’s "Application for Waiver" and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the applicable percentage goal. If the Proposer is judged not to have made a good faith effort, the proposal may be rejected. Proposer’s who demonstrate that they have made a good faith effort to include Supplier Diversity participation may be awarded the contract regardless of the percent of Supplier Diversity participation, provided the proposal is otherwise acceptable and is determined to be the best proposal.

**14.6.2** To determine good faith effort of the Proposer, the Contracting Officer may evaluate factors including, but not limited to, the following:

**14.6.2.1** The Proposer’s attendance at pre-proposal meetings scheduled to inform Proposers and diverse firms of contracting and subcontracting opportunities and responsibilities associated with Supplier Diversity participation.

**14.6.2.2** The Proposer’s advertisements in general circulation trade association, and minority focused media concerning subcontracting opportunities.

**14.6.2.3** The Proposer’s written notice to specific diverse firms that their services were being solicited in sufficient time to allow for their effective participation.

**14.6.2.4** The Proposer’s follow-up attempts to the initial solicitation(s) to determine with certainty whether diverse firms were interested.

**14.6.2.5** The Proposer’s efforts to divide the work into packages suitable for subcontracting to diverse firms.

**14.6.2.6** The Proposer’s efforts to provide interested diverse firms with sufficiently detailed information about the drawings, specific actions and requirements of the contract, and clear scopes of work for the firms to proposal on.

**14.6.2.7** The Proposer’s efforts to solicit for specific sub-proposals from diverse firms in good faith. Documentation should include names, addresses, and telephone numbers of firms contacted a description of all information provided the diverse firms, and an explanation as to why agreements were not reached.

**14.6.2.8** The Proposer’s efforts to locate diverse firms not on the directory list and assist diverse firms in becoming certified as such.

**14.6.2.9** The Proposer’s initiatives to encourage and develop participation by diverse firms.

**14.6.2.10** The Proposer’s efforts to help diverse firms overcome legal or other barriers impeding the participation of diverse firms in the construction contract.

**14.6.2.11** The availability of diverse firms and the adequacy of the Proposer’s efforts to increase the participation of such business provided by the persons and organizations consulted by the Proposer.

**14.7 Submittal of Forms**

**14.7.1** The Proposer will include the Supplier Diversity Compliance Evaluation Form(s), or the Application for Waiver and other form(s) as required above in the envelope containing the "Proposer’s Statement of Qualifications", see Article 8.

**14.8 Additional Proposal Information**

**14.8.1** The Contracting Officer reserves the right to request additional information regarding Supplier Diversity participation and supporting documentation from the apparent low Proposer. The Proposer shall respond in writing to the Contracting Officer within 24hours (1 work day) of a request.

**14.8.2** The Contracting Officer reserves the right to request additional information after the Proposer has responded to prior 24 hour requests. This information may include follow up and/or clarification of the information previously submitted.

**14.8.3** The Owner reserves the right to consider additional diverse subcontractor and supplier participation submitted by the Proposer after proposals are opened under the provisions within these Design/Build Documents that describe the Owner’s right to accept or reject subcontractors. The Owner may elect to waive the good faith effort requirement if such additional participation achieves the Supplier Diversity goal.

**14.8.4** The Proposer shall provide the Owner information related to the Supplier Diversity participation included in the Proposer’s proposal, including, but is not limited to, the complete Application for Waiver, evidence of diverse certification of participating firms, dollar amount of participation of diverse firms, information supporting a good faith effort as described in Article 14.6 above, and a list of all diverse firms that submitted proposals to the Proposer with the diverse firm’s price and the name and the price of the firm awarded the scope of work proposed by the diverse firm.