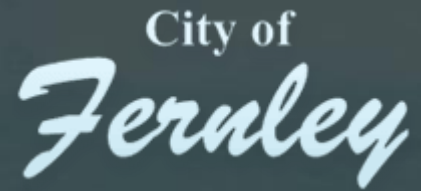


**City of Fernley Nevada**

595 Silver Lace Boulevard Fernley, Nevada 89408

Phone: 775-784-9800



Request for Proposal

OWNER'S REPRESENTATIVE  
CONSTRUCTION MANAGEMENT  
SERVICES

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## Section 1.0 General Information

### A. Purpose

This RFP is intended to solicit proposals to furnish Owner's Representative/Construction Management Services for the design and construction phases of the City of Fernley Community Response and Resource Center (CRRC) at Fernley, NV 89408 bound by East Main Street (north), Lois Lane (east), Peppertree Lane (south), and a modular home community (west). City of Fernley intends to award this contract to qualified organizations based upon expertise, qualifications and costs.

### B. Background Information

In 2017, the City of Fernley purchased ~8.5 acres around the historic Train Depot on Main St. with the vision of building a Community Center in the heart of Fernley. This purchase was made with revenue brought in through the Fernley Convention and Tourism Authority. To differentiate from the current Community Center, the vision has been named the Fernley Depot Community Campus.

The City of Fernley and Lyon County worked together to develop a conceptual rendering of the property to include a brand new Senior Center and Human Services offices in the southeast corner of the property. This part of the project has already been constructed and is occupied on the site.

The City of Fernley seeks to further the development of the property with the design and construction of the Community Center Response and Resource Center. Following a series of community engagement meetings in which residents shared their vision for a facility that would serve the diverse needs of their city, details of the Fernley Depot Community Campus were more concretely developed. This project will provide approximately 50,000 square feet inclusive of the Community Center, Gymnasium, Meeting Rooms, Kitchen, Youth Center and the complimentary spaces for an established construction budget of \$20,000,000. Currently the City of Fernley is engaged in programming with TSK Architects and has solicited for proposals for a CMAR contractor to complete the construction.

### C. Constraints

- A Contractor awarded Owner's Representative/Construction Manger under contract for this RFP cannot be awarded a design/construction contract for the same project.
- A Contractor awarded any City of Fernley design/construction contract cannot be awarded an Owner's Representative/Construction Manger contract from this RFP for the same construction project.
- Contractors may be required to submit to security background checks. Persons with conviction of certain crimes may be precluded from working on the project.

#### D. Project Organization

City of Fernley's Contract Administrator for the Owner's Representative contract will be the City of Fernley City Manager. The Manager will be the single point of contact for all issues arising from the execution of a contract for this RFP and will be the final decision authority on all aspects of Design and Construction of the project.

The Owner's Representative should expect to work with a small cross departmental team from the City of Fernley.

## Section 2.0 Scope of Work

A. The following professional services are required for the Community Response and Resource Center project:

#### Assist with Schematic Design:

- 2.A.1. Review Owner's master plan and all other City supplied planning materials. Review scope/ program and costs and understand the Owner's goals for the project(s). Note allowances, owner soft costs, escalation, and any other specific line items as they relate to the entire project and budget
- 2.A.2. Assist City of Fernley Staff as required with preparation and maintenance of the Project Management Plan including the Construction Management Plan and the Risk Management Plan
- 2.A.3. Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from consultants, suppliers and contractors, transfer of information to decision makers, coordination of project information flow and progress reports to the Owner, and general public as required.
- 2.A.4. Co-ordinate with the design team throughout the design phases and create progress reports to be delivered to Owner. Provide appropriate feedback to the design team.
- 2.A.5. Maintain a Master Program Budget to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, allocation of funding sources, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process. Serve as liaison with City staff in all budget matters. Owner's Representative is to maintain, track and coordinate use of any projects reserve accounts with the Owner. At no time should the reserve account be used for project expenses unless approved by the Owner
- 2.A.6. Compile and update Master Schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures

and equipment, coordination of activities outside construction, and coordination of key decision points with Owner. Insure that these project milestones are accounted for in project contract documents.

- 2.A.7. Assist the Owner with developing/ implementing and coordinating technology needs. Assist with the selection of consultants and vendors.
- 2.A.8. Schedule and attend all design review meetings and review the design professional's agenda and minutes for accuracy and correct any errors within such documents.
- 2.A.9. Provide weekly and monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes, and other key project information.
- 2.A.10. Assist the Owner in their review and approval of schematic design.

Assist with Design Development:

- 2.A.11. Assist with selection of consultants through a qualifying and selection process that are not traditionally part of an architect/engineer/general contractor's consultant team but will have contracts with Owner, such as environmental, third party testing and inspections, FF&E, technology, etc.
- 2.A.12. Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements/ site development requirements with State and Local agencies.
- 2.A.13. Initiate project review of drawings/specs and cost estimate with Owner for review prior to proceeding to Construction Documents. This includes consulting with the Owner on issues which impact the constructability and feasibility of the project.
- 2.A.14. Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and availability.
- 2.A.15. Review all applications for payment from Owner's consultants, designers, and engineers and provide recommendations to Owner for approval/revision/rejection.
- 2.A.16. Coordinate schedule, submittals, and review by utility agencies.

Assist with Construction Documents:

- 2.A.17. Assist and coordinate project submittals and deadlines for agency reviews.
- 2.A.18. Orchestrate and assist the Owner in the review of construction documents/specifications and cost estimates for approval of construction documents.
- 2.A.19. Coordinate acceptance of the Construction Documents and finalize pricing.
- 2.A.20. Assist City of Fernley with solicitation and selection of 3<sup>rd</sup> party entity for Building permit review and approval.

Assist with the Bidding Process:

- 2.A.21. Coordinate with agencies affected.
- 2.A.22. Coordinate and review any modifications to pricing with the Owner.

Oversee Construction Process:

- 2.A.23. Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the CMAR.
- 2.A.24. Coordinate moving and storage of equipment and furnishings as necessary.
- 2.A.25. Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones.
- 2.A.26. Attend Construction Meetings as established (weekly or bi-weekly).
- 2.A.27. Create materials for the City to distribute to their staff and local neighbors indicating construction timeframes, rules during construction, and what to expect.
- 2.A.28. Review construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.
- 2.A.29. Review construction schedule and any impacts due to delays; advise Owner with regards to recovery schedules as required.
- 2.A.30. Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.
- 2.A.31. Coordinate and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed. Coordinate with the Owner and CMAR reports during the week and weekend.
- 2.A.32. Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the Owner of non-conforming work with the Contract Documents. O/R to coordinate with all consultants/ vendors responsible for the non-conforming work to implement a corrective solution.
- 2.A.33. Participate as part of the communications and distribution of construction directives including, but not limited to RFI, PCO, ASI actions.
- 2.A.34. Assist the Owner in the review of pending Change Orders and notify the Owner of such. The O/R should review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing with the Owner. This includes the work of design professionals and specialty consultants and contractors.
- 2.A.35. Resolve any disputes or claims prior to final approval or denial of a Change Order.

- 2.A.36. Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.
- 2.A.37. Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.
- 2.A.38. Assist with scheduling and implementation of technology and security as it applies to the project(s).
- 2.A.39. Assist the Owner with any concerns and/or complaints by staff, community members, and parents during construction.
- 2.A.40. Develop and maintain project files to include a record copy of all contracts, drawings, specifications, addenda, change orders and drawing modifications, shop drawings, product data and samples, handbooks, manuals and instructions and related materials for Owner's FF&E. Confirm that design professionals and construction manager supply these critical documents as well as documentation of all required testing and quality control inspections.
- 2.A.41. Provide weekly/monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.

Assist with the Close-Out of the Project:

- 2.A.42. Coordinate moving of new/stored furnishings and equipment into the completed facilities, if required.
- 2.A.43. Take necessary actions such that there is a seamless handover of projects to the Owner.
- 2.A.44. Develop the protocol and conduct a comprehensive final inspection of the project to verify that the materials furnished and work performed are in accordance with the contract documents. Schedule and assist the Owner in developing punch lists for projects completion and attend all walk-throughs.
- 2.A.45. Coordinate and attend the training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems. Consider training that occurs over a period of time in lieu of too much information in too short of time.
- 2.A.46. Coordinate and supervise the process for commissioning the facility to ensure all systems are working at peak efficiency.
- 2.A.47. Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.
- 2.A.48. Assist the Owner in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.
- 2.A.49. Provide description of final budget with record of expenditures.

- 2.A.50. Assist the Owner in acceptance and issuance of the final pay application and verify that the advertising for final payment and/or lien waivers has been completed.
- 2.A.51. Oversee that all third-Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are complete to obtain a CO or a renewal of the TCO.
- 2.A.52. Take necessary action such that proper inspections have been conducted, documented, and all permits are in place.
- 2.A.53. Remediate issues as needed.

Assist the Owner During the Warranty Period:

- 2.A.54. Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.
- 2.A.55. Schedule the 11-month warranty walk through with the design team if the warranty is minimum of 1 year.
- 2.A.56. Schedule the additional warranty walkthroughs as required (e.g., 23- month walk through).
- 2.A.57. Assist the Owner with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.
- 2.A.58. Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.

General Project Assistance:

- 2.A.59. Coordinate and document communications with and among the City of Fernley, Design Team, Construction Team and other stakeholders
- 2.A.60. Manage and document all project meetings
- 2.A.61. Document and coordinate any request for information and the responses from the City of Fernley
- 2.A.62. Document and coordinate any City of Fernley request for changes to project and responses from the Contractor
- 2.A.63. Perform claim analysis and coordinate Construction payment requests
- 2.A.64. Provide City of Fernley staff resource augmentation for professional support service.
- 2.A.65. Provide bi-monthly project updates to the City of Fernley City Counsel throughout entire project.

- B. Proposers should be prepared to begin Owners Rep services defined by this RFP on January 20, 2022. The Design aspects of the project are to be completed by the end of September, 2022.

## Section 3.0 Technical Requirements

- A. The Contactor shall have the organization, human and technical resources in-house to perform the tasks listed above in an expeditious and economical manner consistent with interests of the City of Fernley.
- B. Contractor will be expected to plan, program, administer, manage and execute its scope of work in accordance with all federal, state, local laws and regulations including, but not limited to, applicable building codes and the Americans with Disabilities Act.
- C. The Contractor shall have the necessary licenses and authorizations to perform work in the State of Nevada.
- D. The Contractor will be required to complete a Conflict of Interest Disclosure Affidavit affirming that the Contractor has no conflict of interest with any of the organizations or personnel of the Design or Construction Teams.
- E. Subcontracting of services identified in this RFP or subcontracting of specialty consultants may be permitted only with written authorization by the City of Fernley Contract Administrator.
- F. Prior to the Contractor gaining access to proprietary information in performing services for the City of Fernley, the Contractor must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than which it was furnished by the City of Fernley.
- G. The Contractor, at its own cost, shall furnish and maintain all necessary personal protective safety equipment for their personnel as required for the type of work in accordance with Occupational Safety and Health Administration (OSHA) and the Contractor's Safety Program.
- H. The Contractor will supply its own transportation and properly insured vehicles. At no time will the Contractor use or be authorized to use a City of Fernley owned vehicle.
- I. Time is of the essence for this project. If a Contractor fails to respond to reasonable requirements of the Contract Administrator, the Contractor may be removed from consideration for the project and for future projects, and/or any existing contract may be terminated.
- J. **American Rescue Plan Act:** The Contractor shall comply with all ARPA requirements and all required provisions to be adhered to in accordance with Federal Uniform



Guidance. Costs incurred as a result of this contract shall only be for actions taken in response to the COVID-19 public health emergency, the impacts of COVID-19 on the community, residents and businesses and for the efforts to contain COVID-19. These expenditures shall be a direct response to the emergency and include but are not limited to addressing medical or public health needs, as well as expenditures incurred in response to second-order effects of the emergency.

- i. This contract provides for the City of Fernley Owner's Representative Construction Management Services for the Community Resource and Response Center. The Community Resource and Response Center will provide a venue for responding to the pandemic with the delivery of vaccines, testing, and other public health needs. Further, the Center will provide programs and resources that address the negative economic impacts from the pandemic including, but not limited to food insecurity, emergency shelter/quarantine, childcare, educational needs, and mental health support.
- ii. The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. The parties further understand that all billing must be submitted by the 15th day of the subsequent month. Should contractor fail to submit timely bills, Contractor hereby agrees to be liable to the City for any costs of the project not covered by the ARPA Act due to contractor's negligence in billing. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year. Contractor as a contractor shall also maintain the following for tracking purposes:
  1. Chart of accounts, written accounting procedures, internal and administrative controls, accounting journals and ledgers.
  2. Payment requests and source documentation (vendor invoices, bills of lading, purchase orders, payment vouchers, payrolls, bank statements and reconciliations); and
  3. Financial statements, correspondence, and audit files.
  4. In addition to these cost accounting and record-keeping requirements, contractors are also expected to comply with the following list of required flow-down terms. These terms include:
    - a. Equal Employment Opportunity requirements.
    - b. Davis Bacon Act (40 U.S.C. §§ 3141-3148);
    - c. Anti-Kickback Act (40 U.S.C. § 3145);
    - d. Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708);
    - e. Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401);
    - f. Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
    - g. Debarment and Suspension (Executive Orders 12549 and 12689);
    - h. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);

- i. Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA’s Solid Waste Disposal Act);
  - j. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and
  - k. Domestic preferences for procurements (2 C.F.R. § 200.322).
- iii. Failure to comply with ARPA and other federal, state or local requirements may result in the City of Fernley taking one of the following actions:
  - 1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency;
  - 2. Denying both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspending or terminating the contract;
  - 4. Initiating suspension or debarment proceedings;
  - 5. Requesting reimbursement for ineligible costs;
  - 6. Withholding further funds for the project or program; or
  - 7. Taking other remedies that may be legally available.

## Section 4.0 Procurement Timeline

The following dates are proposed by the City of Fernley however, the dates and times may be changed as the needs of City of Fernley change. Those who have submitted an Intent to Bid as outlined below will be notified of any date and time changes. All times listed are Pacific time.

|               |   |   |
|---------------|---|---|
| RFP Issued    | December 1, 2021                          |   |
| Intent to Bid | December 9, 2021, no later than 5:00 p.m. | Contractor to send notice of intent to bid, including company name, contact name, direct phone and email to <a href="mailto:Daphne.Hooper@CityofFernley.org">Daphne Hooper</a> <a href="mailto:dhoooper@CityofFernley.org">dhoooper@CityofFernley.org</a> by 5:00 p.m. Pacific. Failure to notify City of Fernley of the intent to submit will preclude your Firm from receiving addendums, schedule changes and pertinent information related to this RFP. |

|   |   |  |
|---|---|--|
| <p><b>Recommended</b> Pre-Bid Conference</p>                    | <p>December 10, 2-3 p.m. at City of Fernley, Nevada 595 Silverlace Blvd. Fernley, NV 89408. Firms attending should check in at the public meeting room just inside entrance to the right.</p> | <p>This meeting is not mandatory, however all potential proposers are strongly encouraged to attend and participate. Participation of qualified Contractors is highly valued by the City of Fernley and at this time you will have an opportunity to ask questions and express your ideas. It is highly recommended that you thoroughly review the requirements prior to the pre-proposal conference.</p>  |
| <p>Vendor Questions</p>   | <p>December 15, 2021 no later than 3:00 p.m.</p>  | <p>Any questions regarding this RFP, technical requirements, general conditions etc., should be directed BY E-MAIL ONLY to <a href="mailto:Daphne.Hooper@CityofFernley.org">Daphne Hooper dhooper@CityofFernley.org</a>.</p>   |
| <p>City of Fernley Response to Vendor Questions</p>             | <p>December 21, 2021 by 5:00 p.m.</p>   | <p>Questions and clarifications will be addressed and forwarded to all proposers who have submitted an intent to bid to assure consistency in the proposal process.</p>  |
| <p><b>Proposals Due</b></p>                                     | <p><b>December 23, 2021 by 3:00 p.m.</b></p>  | <p>Proposals due to <a href="mailto:DaphneHooper@dhooper@CityofFernley.org">DaphneHooper dhooper@CityofFernley.org</a> ONLY no later than 3:00 p.m. <b>No late responses will be accepted.</b> Each respondent is solely responsible for the timely delivery of its response. <b>Failure to meet the RFP response due date and time deadline will result in automatic rejection of the response.</b> Contractor is advised to keep proof of date and time of sent mail. Should Contractor encounter difficulties with delivery of response, it may contact</p> |
|   |   | <p><a href="mailto:dhooper@CityofFernley.org">dhooper@CityofFernley.org</a> for assistance. <i>Proof of date and time of failed attempt will be required.</i></p>  |
| <p>Short-listed vendors notified of Invitation to Interview</p> | <p>January 4, 2022 by 5:00 p.m.</p>   | <p>The City of Fernley will notify short-listed vendors of opportunity to interview.</p>   |

|   |                                     |   |
|---|-------------------------------------|---|
| Interviews Scheduled                                      | January 6 and 7, 2022,<br>times TBD | Because the notification window is short, contractors are advised to hold interview times on their schedules. Interviews will be conducted at City of Fernley, Nevada 595 Silverlace Blvd. Fernley, NV 89408. |
| <i>Best and Final Offer</i>                               | Through January 13, 2021            | Clarifications and, if necessary, requests for Best and Final Offer   |
| Recommendation of Selected Vendor to Fernley City Counsel | January 14, 2022                    |   |
| Contracting   | Through January 19, 2022            |   |
| Performance Period Start                                  | January 20, 2022                    |   |

## Section 5.0 Administrative Information

- A. The City of Fernley anticipates a multi-year contract term. The contract, including insurance requirements, will be provided by the City of Fernley.
- B. The City of Fernley intends to select one Contractor to provide the services requested in this RFP.
- C. All bidders are expected to examine the scope of work, the site and all instructions. It is incumbent upon each bidder to carefully examine these requirements, terms and conditions including all attachments, exhibits, and documents incorporated by reference. Before submitting a proposal bidders are solely responsible to make all investigations and examinations necessary to ascertain conditions and requirements affecting the full performance of the contract and to verify any representation made by the City of Fernley upon which it may rely. Failure to do so will be at bidder's risk. By submitting a proposal, each bidder represents
  - a. That it has read and understands this Request for Proposal;
  - b. That its proposal is made in accordance with the requirements of this RFP;
  - c. That it is familiar with the local conditions and requirements under which the proposed services must be performed.
- D. Proposals must be signed by a person authorized to bind the Contractor to its provisions for the period identified herein. Prices identified herein shall be stated as "Not to exceed" amounts unless otherwise specified and shall be good for the full term of any Contract. Any proposed price adjustment for potential escalation should be either specifically identified as "included" or

specifically identified, including the percent or amount of adjustment and the applicable contract year for such adjustment. **In no instance shall pricing be increased without an expressed written document signed by both parties.** If surcharges or increases of any type are to apply during the initial term of the contract, the amount and the basis of that surcharge or increase are to be specifically stated within the proposed bid.

- E. Proposals must be e-mailed **only** to [DaphneHooper.dhooper@CityofFernley.org](mailto:DaphneHooper.dhooper@CityofFernley.org) by the due date specified, with the subject line "Owners Representative Proposal". There will be no formal bid opening.
- F. A selection committee will review and evaluate all replies/proposals for content and may request clarification from or interviews with finalists. The recommendations of this committee will be forwarded to the City Council for approval and execution.
- G. City of Fernley reserves the right to check both references offered in the response and also any other references, regardless of the source. City of Fernley will be the sole judge of the completeness of all information requested and submitted by respondents.
- H. City of Fernley reserves the right to make all decisions regarding this procurement, including, without limitation, the right to decide whether a response does or does not substantially comply with RFP requirements or bidding procedures and requirements.
- I. City of Fernley reserves the right to reject any and/or all proposals, to further negotiate with the successful Contractor, to waive informalities and minor irregularities in proposals received, to accept any portion of the proposal if deemed to be in the best interest of the City of Fernley to do so, to seek clarification through oral discussions, site visits or inquiries about the contractor's experience with similar projects, to request a Best and Final Offer, and to cancel this project at any time prior to the signing of a contract. This RFP does not represent a guarantee of any contract utilization.
- J. **Award of the contract related to this RFP is not based solely on low bid.** A contractor will be selected by the Evaluation Team based upon the contractor's experience and expertise with similar projects, the ability of the contractor to best fulfill the City of Fernley needs and to provide value added services, the ability to complete the project in a timely manner, the completeness of their submittal, and the ability of the contractor to meet the needs of City of Fernley. This determination will be made solely by City of Fernley based on the criteria listed below:

40% - Cost

10% - Contractor's experience and references

10% - Experience of key personnel designated to this project

30% - Ability of Contractor to meet City of Fernley needs

10% - Interviews

The results and subsequent recommendations of that evaluation will be reported to the City of Fernley's City Counsel for contractor selection.

- K. *If clarifications to Proposals are required, the City of Fernley may, at its option, request a Best and Final Offer from finalist contractors. Such request will indicate specific areas of Contractor's proposal that are in question and include specific response instructions. City of Fernley will re-score any revised proposals submitted using the original criteria and scoring before making a final decision.*
- L. The issuance of this RFP and the receipt and evaluations of proposals does not obligate City of Fernley to award a contract. City of Fernley will not be liable for costs incurred by the respondent in preparation, delivery, and/or presentation of their response. This procurement may be cancelled at any time by City of Fernley prior to execution of a contract without any liability to City of Fernley.
- M. Contractor shall operate within all governing laws at all times.
- N. **ALL INFORMATION SUBMITTED BY THE VENDOR IN RESPONSE TO THIS RFP IS CONSIDERED PUBLIC INFORMATION.** Any markings, statements or other indications delineated on the Contractor's response to this RFP to otherwise identify any information as anything but public information will be deemed as an erroneous marking and not adhered to in any instance.
- O. The RFP and the Contractor's response to RFP and any negotiations reduced to writing will be made a part of the Contract Documents ("the Contract")
- P. The Contractor will protect the City of Fernley from claims involving infringement of patent and/or copyright.
- Q. The City of Fernley reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the City of Fernley in the event of breach or default by the Contractor.
- R. This Request for Proposal is City of Fernley's good faith effort to detail its requirements for qualified contractors to provide proposals for Owners Representative/Construction Management Services. Responses should be prepared simply and contain a concise description of the proposer's ability to satisfy the requirements of this RFP.
- S. Proposers may amend or withdraw a proposal any time prior to the time and date established for submission of proposals.

## Section 6.0 Proposal Format

Contractor's proposal shall consist of the following:

A. Cover letter introducing your organization.

B. Required Company Data:

Company Name

Contact Name

Company Address

Phone Number

Tax Id #

Number of Years in Business:

Contact Email Address:

Website Address:

Name of person who would be "Contractor Representative" on any awarded contract

Name and title of person legally authorized to bind Contractor/sign contract.

C. Business References: List a minimum of three current business references you have recently provided similar services to, including:

Business Name

Address

Contact Name

Contact Direct Phone #

Contact Email

Scope of Project (Sq Ft and/or Dollar Amt of Contract)

Date Contracted/Date Completed

D. Provide, at a minimum, each of the following:

6.D.1 Succinct description of value adding services you think City of Fernley desires.

6.D.2 Brief background of your organization.

6.D.3 Description of the organization's mission and basic philosophies

6.D.4 Company organizational chart with names, titles and responsibilities.

6.D.5 Description of projects the organization typically performs.

6.D.6 Description of the organization's knowledge and experience base.

6.D.7 Description of the organization's philosophical approach to Owner's Representative/Construction Management services.

6.D.8 Overview of the organization's innovative and technological resources.

6.D.9 Description of organization's experience working with design professionals for new construction facilities with environmentally/energy impact considerations.

6.D.10 Resume and specific experience of proposed Owner's Representative

6.D.11 3-6 references for project of similar size and scope

E. Pricing Format.

- Provide fees as lump sum cost.
- Provide itemized list of services recommended for project scope and associated fees.

- Provide list of potential reimbursable expenses and an estimated cost based on previous projects of this size.
- Provide hourly rates for expected personnel.

F. All bidders are to attach the following signed declaration to their returned proposal:

The undersigned declares that they have carefully examined the RFP, the site, and all provided documentation for the bidding of Owners Representative Construction Management Services for City of Fernley Community Response and Resource Center. Signature below acknowledges understanding of and ability to comply with all items in the bid proposal. If there are any differences concerning the specifications, those differences will be resolved in favor of the City of Fernley.

Contractor Name:

Business Address:

Business Telephone:

Business Fax:

Business E-Mail:

Contact Person:

Date Bid Submitted:

**CONTRACTOR'S AUTHORIZED SIGNATURE**

***The undersigned, having carefully read and considered the terms and conditions of the Request for Proposal (RFP) for Owner's Representative Construction Management Services for City of Fernley Community Response and Resource Center does hereby offer to provide such items and perform services on behalf of the City of Fernley, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP at the rates hereinafter set forth.***

Authorized Signature of Contractor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_