CHAMPLAIN COLLEGE

Request For Proposal

Construction Management Services for interior renovation of Second Floor of Miller Center at Lakeside

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Project Location

Miller Center at Lakeside
175 Lakeside Avenue, Burlington, VT 05401

Owner

Champlain College
PO Box 670
Burlington, VT 05402-0670

Owner's Representative

Nic Anderson, Assistant Vice President of Planning and Operations
(802) 865-8464
Email: nanderson@champlain.edu

Background

Established in 1878, Champlain College is a private 4-year institution of higher education, with its main campus located on approximately 23 acres in the historic Hill district of Burlington, Vermont. Additional campuses are at Lakeside Avenue in Burlington, Vermont; Montreal, Canada; and Dublin, Ireland.

Our Mission
We embrace our Champlain tradition as an institution that prepares students to excel through radically pragmatic career-focused education. We are a supportive learning community that advances society by delivering uniquely future-focused academic programs, transformative hands-on experiences, and meaningful connections and collaborations that engage the passions of our students to create a better world.

Our Vision
Champlain College empowers learners. We continuously invent and offer highly distinctive academic programs and practical experiences that lead to outstanding careers and personal success.

Our Manifesto
A radically pragmatic education: It's relevant today, and it's years ahead of its time. It fuels initiative. It has purpose. It prepares students in a unique way so they're ready for work, ready for life, ready for anything. Without it you're running in place. With it you're sprinting into the future. At Champlain College, students come to us with passion and determination. We teach them what they want to know and help them understand what needs to be discovered. We provide unparalleled support and revel in the partnerships we create. We offer tools to think and to act, and opportunities to immediately put them to use. Because learning how to think without knowing what to do is an education half-done. At Champlain, both teachers and students stretch. Dreams start coming to life far before the degree is earned. For those who are instinctively ambitious, we provide a springboard for their ideas. We believe our radically pragmatic education is what makes it all possible. It's what helps put initiative into practice. We could say we prepare students for the real world, but at Champlain they're already there.

See more about our Mission, Vision and Values and R/Evolutionary Champlain: 2030 Strategic Plan Goals at https://www.champlain.edu/about-champlain/mission-vision-and-values

Project Summary

We plan to renovate the entire second floor of the Miller Center at Lakeside. This 13,000sq ft floor currently is an open office space with typical office furniture, with a central core of elevator shaft, utility spaces and bathrooms. This fitup will divide the floor into two parts, one for an expanded Leahy Center for Digital Investigation and Forensics (currently on the 3rd floor) and the second half for general office space for a commercial industry partner, NuHarbor. Existing building infrastructure within the central core (such as bathrooms etc) are proposed to remain in place with no change. This renovation involves creating additional spaces within the floor which necessitates large scale changes to HVAC system, electrical and data. There is minimal exterior work planned for this renovation. We anticipate the Total Project Cost to be $2,500,000 or less.

Scope of Work

The Construction Manager will assist the Owner and Architect in the following (but not limited to) scope of work for this Project:

1. Review the construction documents and develop a GMP for the Work.
2. The General Contractor will construct the work according to the construction documents.
3. Identify and assist in pre-ordering long lead time materials and critical path tasks for the completion of the project in the approved time frame. The CM/GC firm will evaluate site constraints, regulatory requirements, material and equipment deliveries and workforce availability in establishing this schedule.
4. Upon execution of a construction contract and issuance of the Notice to Proceed, the CM/GC firm will work closely with the architect and the College to finalize the schedule. The final schedule will show all activities necessary to complete all aspects of the design requirements and indicate how bid packages can be developed in a phased manner and show all construction activities through the issuance of a final certificate of occupancy. GM/CC will create a recovery schedule should the project fall behind schedule.
5. Maintain budget and schedule updates and provide solutions to keep the project on track.
6. Provide all other normal construction services as required.

Construction Schedule

At this time, we anticipate an approximate 4 month construction duration. Given the nature of the Project, construction must be completed and ready for occupancy on or about December 15, 2024 in order to ensure a reasonable employee move-in and shakedown prior to the Spring academic term, so a **start date of August 15** is anticipated.

Funding

This entire project is funded by a federal appopriation administered by the National Institute of Standards and Technology (NIST). Therefore all federal grant Standard Terms and Conditions must be understood and met by the CM. This sole funding source means that we are constrained by a specific budget cap. It is important to recognize that the grant has certain requirements that we will need to follow, such as:

- Buy America
- Open Procurement Processes
- Small and Minority Business (SMB) - use whenever possible (no percentage requirements)

And does NOT have requirements for:

- Wages (i.e. Union wages or Davis Bacon)
- SMB percentage use

The Standard Terms and Conditions (STCs) document is included in Exhibit 1.

Proposal Delivery

Please deliver an electronic copy by 12:00 Wednesday June 26th to Nic Anderson via email at nanderson@champlain.edu. In the interest of sustainability and reducing costs for the bidder, no physical copies will be accepted.

Open House and Selection Process

A voluntary, in-person Open House to inspect the site and help you understand the project more will be held on Wednesday June 5th from 3:30-5PM. A virtual presentation will be provided for those who are not able to attend in-person on Thursday June 6th from 9-10AM. This site visit or presentation is not mandatory but is simply to help bidders understand the scope of the work.

Please email nanderson@champlain.edu to indicate if you plan on attending so we can provide additional information such as parking and open house location or the link to virtual presentation. Questions from the open houses will be posted publicly afterwards for those that cannot attend.

Champlain College will review all submitting firms' qualifications and select the winning candidate by Wednesday July 3rd

Evaluation Criteria

Candidates will be evaluated by the College based on the following criteria by the Interview Committee. Please respond to each of the criteria listed below in your firm's Proposal.

1. **Firm Description** - Describe capacity of the Construction firm; size, location, and geographic area served. Address types of services firm can provide. Describe any other unique qualities and abilities that your team offers to make the project a success.
2. **Experience/ Portfolio -** Demonstrated experience in constructing student apartment housing in urban settings. Describe three completed projects of similar size and scope where you provided GM/GC services. Give a short detailed description of services performed. Provide references from project selections above. Emphasize prior experience with "Classroom Buildings or "Green and High Efficiency" buildings. Detail similar experience constructing a project in the midst of a tight urban campus location, emphasizing strategies used to mitigate issues.
3. **Personnel -** Describe and show graphically your proposed team's project structure. Include names and titles of interviewing personnel who will be assigned to this project. Provide information regarding experience and personal expertise of those personnel who will perform the work outlined in this RFQ. Present appropriate examples of work by proposed personnel.
4. **FastTrack Construction -** Describe your experience/process that would enable the Project to proceed with construction services prior to finalized CD's - show past demonstrated experience doing this. (in reference to the potential issuance of an initial GMP/early package for long-lead items with staggered core/shell and fit-up packages).
5. **MEP Design/Build and Building Systems Analysis -** Demonstrate your experience with design assistance for the MEP portions of similar office fitups. Explain how you would apply this approach to

the Project. Describe your ability to work with the Project design team to evaluate alternate building systems (e.g., HVAC system design)

6. **Comprehensive Scope of Services -** In addition to the scope of preconstruction services described above, what other services do you anticipate potentially offering?
7. **Value Added Construction Services -** Describe your role during construction; and the specific value that your team would add to the process.
8. **Project Challenges -** Based on your knowledge of the Project, what do you envision as the three (3) most critical challenges to the team for this specific project? How do you intend to manage those challenges successfully?
9. **Fees -** Please provide a schedule of anticipated fees for the Project, including:
    a. Construction Management Fee
    b. General Cost and General Conditions Fee.

Proposal Validity

All proposals shall remain valid for ninety (90) days following the closing date to allow time for evaluation, selection, and any unforeseen delays.

All proposals submitted, whether selected or rejected, shall become the property of the College.

Reservation of Rights

The College reserves the right to take the following action(s) at any time, for its own convenience, and at its sole judgment:

- Reject any or all proposals, amend or supplement the RFP, and accept or reject any or all the items in the proposal, and to award the contract, in whole or in part, as deemed to be in the best interest of the College.
- Cancel the RFP or any portion and issue a new RFP at any time thereafter.
- Extend any or all deadlines specified in the RFP, including deadlines for accepting responses.
- Request additional information, a breakdown of cost, or clarify data provided in proposal from any or all Respondents.
- Waive, decline, or correct any minor or advertent defect, irregularity, informality, or technical error as part of the RFP.
- Enter into negotiations with any, all, or none of the Respondents.
- Disqualify any Respondent based on any real or apparent conflict of interest or evidence of collusion disclosed by the proposal or other data available to Champlain College.
- Make decisions in the best interest of the College in its sole judgment.

Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued to all RFP recipients in the form of written addenda. Except for addenda modifying the RFP due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of Proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Proposal.

Formation of Agreement

The College may accept a Proposal or Proposals, as written, by issuing a written Notice of Award to a selected Respondent(s) that accepts all or selected portions of the Proposal(s). The College will then submit a proposed Agreement to the successful Respondent(s). The Respondent(s) shall be given fifteen (15) days to sign such an Agreement. Delays in finalizing the Agreement may be viewed as lack of interest by Respondent and would be grounds for rejecting the proposal.

Agreement Terms

The following terms and conditions will be included as part of the final Agreement:

Project Phasing and Termination. The Respondent's work may be phased to allow for the College to review and approve each phase before continuing on to the next.

Champlain College reserves the right to suspend or terminate the Project or Agreement during any phase in the Project.

Confidentiality of Information. The Respondent agrees to keep confidential and not disclose to third parties any information, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this Agreement shall also be deemed Confidential Information. Respondent shall not disclose Confidential Information to any third party except as Champlain College authorizes and shall only disclose it to those within Respondent's organization who need to use it in performance of this Agreement. If Respondent is required to disclose Champlain College's confidential information as a result of legal process, Respondent shall give Champlain College reasonable notice prior to such disclosure in order to permit Champlain College the ability to contest the legal process. The Respondent's duty of confidentiality extends to its employees, officers, Respondents, and agents.

This obligation of confidentiality does not extend to any information that the Respondent can demonstrate (a) was in the possession of the Respondent before the disclosure by Champlain College to the Respondent; or (b) has become public knowledge without a breach of this Agreement or other confidentiality obligation.

If Respondent or any of its third-party affiliates suffer a breach of any sort (i.e., cyber-security, physical, etc.), Respondent shall notify Champlain College as soon as possible and no later than within forty-eight (48) hours of Respondent's first notice of the possibility of a breach.

Respondent shall defend, indemnify, and hold harmless Champlain College from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by Champlain College as a result of any disclosure or use of any Confidential Information in violation of this Agreement.

Delivery of Documents. Upon demand by Champlain College or termination or expiration of the Agreement, whichever is earlier, the Respondent shall promptly deliver to Champlain College all information provided to the Respondent pursuant to this Agreement, including but not limited to all correspondence, designs, sketches, data, drawings, manuals, notes, computer files, memory cards or sticks, notebooks, or any other documents or media embodying or concerning the information Champlain College provided to the Respondent during the performance of the Services.

Assignment. Respondent may not assign, transfer, convey, pledge, or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent of Champlain College.

Insurance. During the term of this Agreement, the Respondent shall maintain at its own expense the following minimum insurance coverages, which shall be primary and non-contributory:

Workers' Compensation Coverage: Statutory Requirements, and Employer's Liability

Bodily Injury by Accident:	$1,000,000 Each Accident
Bodily Injury by Disease:	$1,000,000 Each Employee
Bodily Injury by Disease:	$1,000,000 Policy Limit

Commercial General Liability with limits of not less than:

Each Occurrence	$2,000,000
General Aggregate	$3,000,000

Professional Liability with limits of not less than: $10,000,000

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 single limit of liability per accident for Bodily Injury and Property Damage.

Excess/Umbrella Liability Insurance with a minimum acceptable limit of coverage of $10,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers' liability as required by this Agreement.

All policies shall be underwritten by a carrier rated at least "A-" in Best's Key Rating Guide and shall include a Waiver of Subrogation for both General Liability and Workers Compensation. Champlain College shall be named as additional insured in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages, with a statement that the insurance afforded is primary insurance as to any other valid and collectible insurance in force, shall be sent to Champlain College before Respondent's performance begins.

Renewal certificates shall be provided annually until Respondent's performance has been completed and accepted.

Respondent shall be solely responsible for payment of premiums and deductibles for all of the required insurance. Should any of the required insurance policies be canceled or materially changed, Respondent shall provide thirty (30) days prior written notice to Champlain College. Respondent shall not change the levels of coverage or permit coverage to expire until all the Services or work have been completed and accepted. Respondent shall not enter upon the property of Champlain College to perform Services hereunder unless Respondent is and remains insured in accordance with the above requirements. Respondent shall indemnify Champlain College for any loss suffered by Champlain College for the failure of Respondent to be so insured.

Respondent shall assess its own risk hereunder. If Respondent in its sole discretion deems it appropriate and/or prudent, Respondent shall maintain higher limits and/or broader insurance coverages than the minimum required above.

Respondent shall not be relieved of any liability or other obligations hereunder by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Subcontractors. Respondent will be solely and entirely responsible for Respondent's acts and for the acts of Respondent's agents, employees, and subcontractors during the performance of this Agreement. The work performed under this Agreement will be performed entirely at Respondent's risk. Any persons employed or engaged by Respondent in connection with the performance of the Services shall be Respondent's employees or contractors and Respondent shall be fully responsible for them and indemnify Champlain College against any claims made by or on behalf of any such employee or Respondent.

Indemnification. Respondent shall defend, indemnify and hold harmless Champlain College, its officers, agents, employees, representatives, successors and assigns from and against any and all claims, damages, losses, expenses, actual attorney fees, costs, liabilities and causes of action, whether arising from tort, contract, or otherwise, brought against Champlain College that occur directly or indirectly from (a) the negligence or willful misconduct of the Respondent or its employees, agents, contractors or representatives, (b) the failure of the Respondent to comply with its obligations and responsibilities, or (c) in any way out of the performance of this Agreement.

Damages. Champlain College explicitly rejects the availability of punitive, liquidated, and consequential damages to the Respondent. Respondent agrees it will not be entitled to either punitive, liquidated, or consequential damages under this Agreement.

Conflicts and Ethical Standards of Conduct. Respondent affirms that, to the best of Respondent's knowledge, there exist no conflicts of interest between Respondent and Champlain College or its employees. In the event of change in Respondent's interests, Respondent shall inform Champlain College regarding any conflicts of interest that arise or are likely to arise as a result of such change. Respondent hereby represents that it has neither received nor given gifts or gratuities to any member of the Champlain College community, nor participated in any other unethical conduct in connection with this agreement. If, at any time, Champlain College determines that Respondent is in violation of any representation under this section, Champlain College may cancel this Agreement upon written notice to Respondent, and Champlain College shall have no further obligation to Respondent.

Equal Opportunity Employer. Champlain College is an Equal Opportunity Employer. Respondent (and subcontractors, if applicable) shall abide by the requirements for 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Respondent and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Respondent also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, and Champlain College policies, as appropriate, relating to nondiscrimination, equal employment opportunity, and affirmative action.

Sales and Excise Tax Exemptions. As a non-profit institution, Champlain College is exempt from Vermont Sales Taxes and most Federal taxes as may be applicable. Respondent shall take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of Champlain College. Respondent shall not charge Champlain College any tax for which an exemption is applicable.

Coordination. The Respondent shall cooperate with any such consultant, persons, or entities as Champlain College shall designate from time to time in connection with the Services.

Notices. Any notice, approval, consent, acceptance, request, bill, invoice, or statement hereunder from either party to the other shall be in writing and shall be deemed given: 1) when deposited with the U.S. Postal Service in a postage pre-paid envelope sent regular mail, three (3) business days after the date of such deposit; or 2) when delivered by hand or by e-mail with an appropriate receipt obtained, on the date of such delivery; and shall be addressed as follows:

If to Champlain College, submitted to:

April O'Dell
Assistant Vice President of Finance and Treasurer
Champlain College
163 South Willard Street
Burlington, Vermont 05401
aodell@champlain.edu

and:

Nic Anderson
Assistant Vice President of Planning and Operations
Champlain College
163 South Willard Street
Burlington, Vermont 05401
nanderson@champlain.edu

Warranty. Respondent warrants that its performance of this Agreement does not violate any applicable law, rule, or regulation. Respondent further warrants that all Services shall be performed in a timely and professional manner with necessary skill and diligence and that the Services shall meet or exceed the prevailing practices and standards of the trade from which the Services are provided. To the extent that Champlain College is held financially responsible for any deficiencies in the services performed by Respondent, Respondent agrees to cure such deficiencies at the sole cost to Respondent.

Compliance with Applicable Laws and Policies. Respondent agrees to comply with all federal, state, county, and local laws, ordinances, and regulations, and the terms and conditions of the federal grant administered by the National Institute of Standards and Technology (NIST) funding this project, as applicable to the Respondent.

Respondent further agrees to comply with all applicable Champlain College policies and rules while on campus, including but not limited to:

- Smoke-Free Campus. Champlain College's grounds and premises are smoke and tobacco-free. Respondent and Respondent's employees, agents, subcontractors, if any, agree not to smoke or use tobacco products while on Champlain College property.
- Sexual Harassment Policy. Champlain College has policies that prohibit sexual harassment of members of the college community and in keeping with those policies Respondent and Respondent's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the college university community.
- Weapons Policy. Champlain College policy prohibits the possession of weapons, including firearms, on Champlain College property.

- Covid-19. Respondent and Respondent's employees, agents, subcontractors, if any, agree to comply with all health and safety rules, policies and procedures of Champlain College and federal, state and local governments regarding Covid-19.

Governing Law. The Respondent and Champlain College acknowledge and agree that this Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Vermont, regardless of any choice of law requirements. The parties hereby consent to the jurisdiction of the state and federal courts of Vermont for the purpose of any suit, action, or proceeding arising out of or related to this Agreement and expressly waive any and all objections they may have as to personal jurisdiction and venue in any such courts.

Miscellaneous

Financial Responsibility.

Champlain College reserves the right to investigate, at any time prior to execution of the contract, the Respondent's financial responsibility to perform the anticipated services. Submission of a Proposal will constitute approval for Champlain College to obtain any credit report information Champlain College deems necessary to conduct the evaluation. Champlain College will notify Respondents, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in the rejection of the Proposal.

Champlain College may postpone the selection of finalists or execution of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsive and constitute grounds for Proposal rejection.

Exhibits

1. Construction Document Plan Check Set
2. Construction Documents Specifications
3. NIST Grant Standard Terms and Conditions