

**Advertisement for Request for Construction Management Services
Proposals (RFP RE23-013)**

1. General

The Retirement Systems of Alabama (“RSA”) is seeking proposals from qualified Construction Management firms to provide program and construction management and other construction related services for a new Alabama State House. The services to be provided in response to this RFP will be in addition to and in support of the contract for architectural services previously awarded under RFP RE23-010 (attached hereto as Exhibit A).

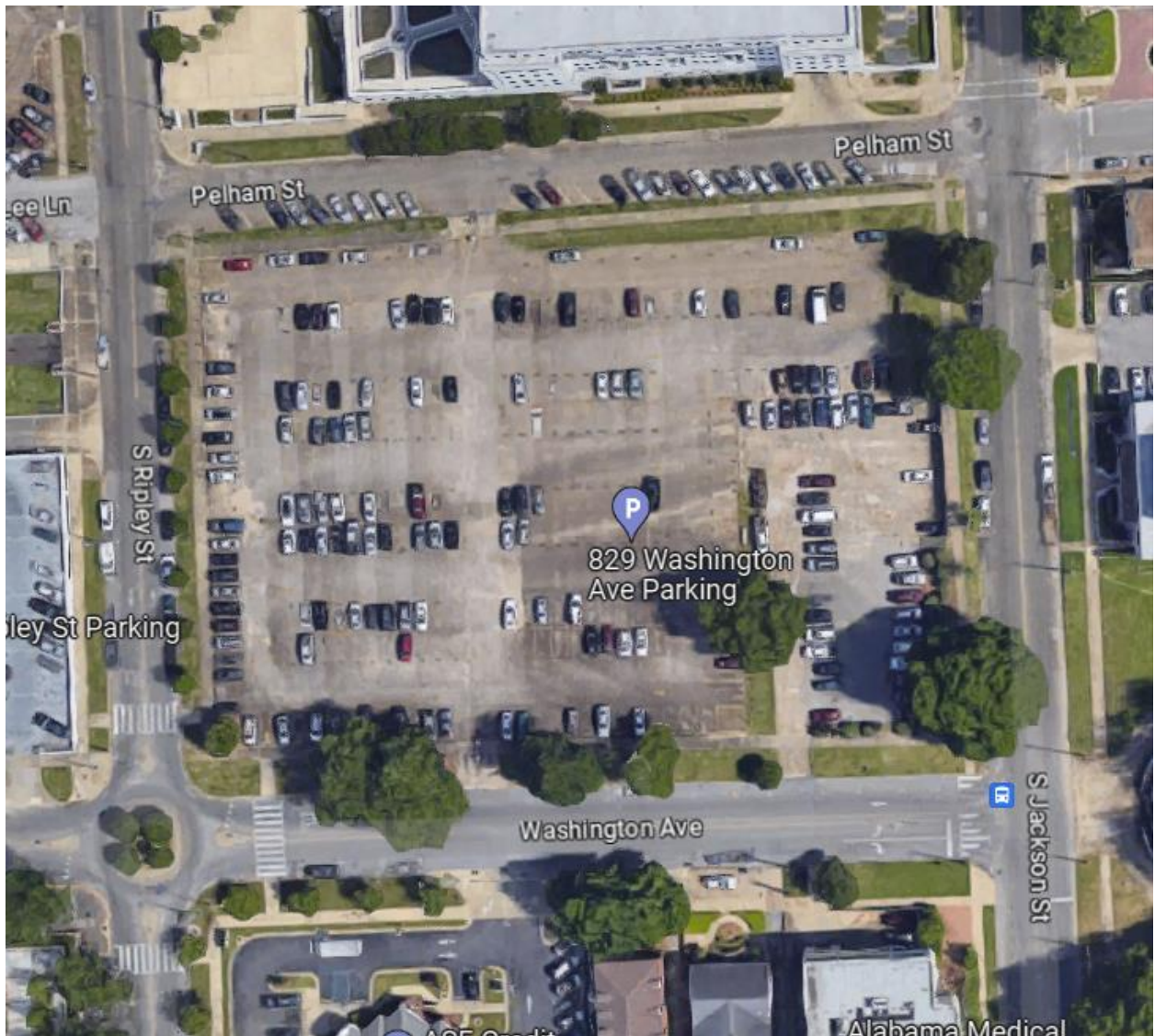
Proposals will be received until 2:00 pm on 07.07.2023 at RSA’s place of business (noted below) at which time the submission period will be closed. Any award made or contract entered into under this RFP will not be final or binding unless and until RSA obtains authorization to proceed from the Alabama Legislative Council.

2. Scope of Work

The scope of work will generally include (without limitation) preconstruction services and evaluation of site investigations, budgeting, proposal of alternate systems, design review, constructability review, bidding, value engineering (if required), scheduling, setting of control, review of conformance drawings, purchase order management and construction administration in as many packages or scenarios as is expeditious or beneficial to RSA, including without limitation, for the following items:

- A- Government operations, legislative and office facility anticipated to be a multi-story structure encompassing approximately 200,000 square feet. The building will include office, storage, meeting, hearing, legislative chambers, mechanical and other typical office functions. Tenant infill work will be anticipated as a component of the project but may be executed as separate packages.
- B- Approximately 150 car parking facility contained within and dedicated to the facility.
- C- Energy plant and electrical service.
- D- Street and site reconfiguration associated with the project.
- E- Additional areas of work may be encountered during the performance of the services described herein.

F- The anticipated location is an approximately 2.5-acre site in Montgomery, Alabama, bounded by Pelham St., S. Jackson St., Washington Ave., and S. Ripley Street, as shown in the image below. The final size and configuration of the project will be determined during the initial architectural phase of the project but would replace the existing state house chambers, legislative offices, support services and parking.



G- Note that the expectation is that the construction delivery will be in multiple packages to multiple prime contractors.

H- The contract form will be an amended AIA CM not at Risk format modified to accommodate RSA's purposes as a master contract, with individual project components as described above issued as individual work orders.

- I- The scope of work reflected in the attached RFP RE23-010 will be undertaken by RSA's Architect. The services to be provided in response to this RFP will be in addition to and in support of the contract for architectural services previously awarded under RFP RE23-010. Proposer may be required to meet with the architect and review certain items and deliverables prior to the execution of and performance under any contract to be awarded under this RFP.

3. Qualification and Proposal Content

Interested proposers must submit qualifications on GSA standard form 330 along with any other relevant information. Joint ventures or other teaming arrangements must be fully described and the responsibility matrix for project tasks included.

In addition, proposers must include, at a minimum, the following:

- **Proposed fee structure**, subdivided as follows:
 - 1 – Preconstruction services: provide a total lump sum fee.
 - 2 – Construction services: provide a total fee as a percent of the cost of the work (construction cost only). Total cost of the work is anticipated to be between \$150 – 200 million dollars.
 - 3 – General Conditions: provide a maximum monthly cost, from commencement until turn over, not expected to exceed 12/19/2025 (monthly GC fees must be adjusted to reflect actual onsite staffing and equipment in any given month, not to exceed the maximum monthly rate).
 - 4 – Reimbursable expenses: Provide an estimated range for anticipated reimbursable expenses (no mark-up will be allowed on reimbursable expenses).
- Proposed project team, with descriptions of background and experience, including any proposed subcontractors
- Firm size and capacity, including timeframe to commence this project
- Proposed consultants
- Experience with commercial office space
- Examples and experience with State government operations
- Examples of Civic Architecture
- Evidence of licensure and registration to contract in the State of Alabama
- Sample insurance accord form with Professional liability for CM work
- CAD systems experience and capabilities
- Description of reimbursable expenses

- Proposed special or limiting contract language
- Disclosure of ongoing litigation and claims history
- Disclosure forms
- Certification of compliance with Beason-Hammon
- Evidence of licensure and registration with the Alabama Secretary of State to contract in the State of Alabama
- Evidence of proposed consultants' licensure and registration with the Alabama Secretary of State contract in the State of Alabama
- Sample insurance accord form with Professional liability
- RSA proposer Questionnaire, available by request

4. Key Dates

<u>Activity</u>	<u>Date</u>
RFP to be Issued/Posted on RSA- s Website	June 16, 2023
Deadline to Submit Questions	June 26, 2023
Proposal Responses Due by	July 7, 2023 at 2:00pm
Finalist Conferences (if necessary)	Week of July 10, 2023

5. Required Proposal Format

Interested proposers shall submit six (6) copies of their proposal loose bound in three ring binders and one electronic copy in pdf format. Each copy shall be indexed and tabbed with pages numbered for easy reference. If a proposer deems any of the material submitted to be confidential business information not subject to the requirements of the Alabama Open Records Act, proposer must also submit an additional copy of their proposal with all such information redacted.

Brochures are discouraged and will not be considered as part of the submittal.

Site examinations are allowed but must be arranged in advance. Questions may be submitted to steve.timms@rsa-al.gov, with a copy to heather.smith@rsa-al.gov.

Finalist interviews may be required based on the level of interest in the project and the quality of the submissions.

6. Criteria for Evaluation

A. GENERAL:

The following process will be used to evaluate submitted proposals:

- a. A review committee will evaluate each proposal submitted in response to these proposal specifications.
- b. Responses received within the time frame and in the form specified by the guidelines will first be evaluated to confirm that all proposal sections, as detailed, have been provided in the proposal response.
- c. Each proposal will be reviewed and points awarded to all items indicated on the Proposal Evaluation Form. Any proposal component may be awarded points not to exceed the maximum specified on the Proposal Evaluation Form. The total technical score available is 70 points.
- d. Each proposal component will be summed to obtain a total score.
- e. RSA may conduct interviews with the finalists.

B. PROPOSAL EVALUATION FORM:

General Proposal Categories	Possible Points	Reviewer's Score
Experience with similar projects	15	
Description of services to be performed	15	
Timeline to deliver project	20	
Experience of proposed team	20	
<i>Total technical scoring (sum of above)</i>	70	
Cost Proposal	30	
<i>Total Possible Points</i>	100	

Finalist Interviews, if conducted, will allow for a possible additional 10 points.

Proposers must respond to all required components of the RFP.

7. Special Terms and Conditions

All proposals are subject to the following terms and conditions:

1. **Prohibited Contacts; Inquiries Regarding RFP.** From the Release Date of this RFP until a contract is awarded, parties or persons that intend to submit, or have submitted, a Proposal are prohibited from communicating with any RSA employees to discuss the RFP or the Proposal, other than as described herein. Parties or proposers interested in submitting a Proposal may submit questions to the designated RSA contact by e-mail, seeking additional information and clarification, pursuant to the timeline set forth above. A question received after the June 26, 2023 deadline for questions regarding this RFP may not be acknowledged. Questions and answers will be published on the RSA website.
2. **Nonresponsive Proposals.** Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.
3. **Changes to the RFP; Changes to the Schedule.** RSA reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated via posting the changes on the RSA website; it is imperative that Proposers continue to check the RSA website for updates. Changes to the deadline for Proposals, or to the RFP timeline, or to other scheduled events may be made by RSA as RSA deems to be in its best interest.
4. **Proposed Expenses.** Unless otherwise specified, any reimbursable expenses to be incurred by the service provider in providing the solicited services must be disclosed in a Proposal and shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable. Expenses not disclosed in the Proposal may not become part of any contract resulting from this RFP.
5. **Rejection of Proposals.** RSA reserves the right to reject any and all proposals and cancel this RFP if, in the exercise of its sole discretion, it deems such action to be in its best interest.
6. **Expenses of Proposal.** RSA will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.
7. **Disclosure Statement.** Proposals must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of the Disclosure Statement, and related information, may be downloaded

from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. Final Terms of Engagement. Issuance of this RFP in no way constitutes a commitment by RSA to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by RSA as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should RSA so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in the private sector use which RSA is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

9. Beason-Hammon Act Compliance. A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 975, as amended), as follows:

E-VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security regarding that program and will use that program for the duration of this contract.

10. Boycott Prohibition Compliance. A contract resulting from this RFP will include the following clause:

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k). By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Note that while questions may be submitted via email, the proposal must be submitted in the format described above. Submit questions, special requests and proposals to the following address:

The Retirement Systems of Alabama

201 South Union Street

Montgomery, Alabama 36104

Attn: Steven Timms

Steve.Timms@rsa-al.gov,

With copy to Heather.Smith@rsa-al.gov

P 334.517.7200

F 334.517.7001

END