

REQUEST FOR PROPOSALS (RFP)

FOR

**UNIVERSITY OF WISCONSIN – MADISON
CAMP RANDALL STADIUM AND FIELDHOUSE RENOVATION
DFDM Project No: 19F2Y**

Issued: November 12, 2019



DUE DATE: Tuesday, December 10, 2019 by 12:00 PM Central Time

PREPARED BY:

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES DEVELOPMENT AND MANAGEMENT
101 EAST WILSON STREET, 7TH FLOOR
MADISON, WISCONSIN 53707-7866**

TABLE OF CONTENTS

Contents

| | | |
|-------------|--|-----------|
| I. | INTRODUCTION | 1 |
| A. | Definitions | 1 |
| B. | RFP Process..... | 2 |
| C. | Project Delivery Method | 2 |
| D. | Project Authority | 3 |
| II. | PROJECT OVERVIEW..... | 4 |
| A. | Scope of the Project | 4 |
| B. | Project Background | 4 |
| C. | Project Details | 5 |
| 1. | Feasibility Study – Extended | 5 |
| 2. | Bridge Drawings and Outline Specifications..... | 5 |
| 3. | Design Schedule..... | 5 |
| 4. | Construction Schedule | 5 |
| III. | CONTRACT REQUIREMENTS | 6 |
| A. | Design-Build General Prime Contractor Subcontract with MEP Subcontractors..... | 6 |
| B. | Non-MEP Subcontractors | 8 |
| C. | Security for Separate 100% Performance and Separate 100% Payment Bonds | 8 |
| D. | Actual Costs of Delay..... | 9 |
| E. | Project Components and Services | 9 |
| IV. | SELECTION PROCESS..... | 10 |
| A. | Schedule..... | 10 |
| B. | Pre-Proposal Tour and Proposers' Questions..... | 10 |
| 1. | Pre-Proposal Site Tour..... | 10 |
| 2. | Proposers' Questions and State Responses..... | 10 |
| C. | Selection Phase..... | 10 |
| 1. | Round I Request for Proposals | 10 |
| 2. | Selection Committee Screening of Proposals..... | 11 |
| 3. | Notification of Short-listed Proposers | 11 |
| 4. | Pre-Interview Mandatory Site Tour | 11 |
| 5. | Short-listed Proposers' Questions and State Responses..... | 11 |
| 6. | Round II In-Person Interview | 12 |
| 7. | Letter of Intent | 12 |
| V. | PROPOSAL SUBMITTAL REQUIREMENTS | 12 |
| A. | Submission | 12 |
| B. | Format..... | 13 |
| C. | Minimum Criteria..... | 13 |
| D. | Content of the Proposal | 13 |
| 1. | Introduction Letter (Two page maximum, excluded from page limit) | 13 |
| 2. | Proposer Information TEAM MATRIX DOCUMENT (Appendix 4) | 13 |
| 3. | Relevant Experience and Qualifications | 14 |
| VI. | OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS..... | 16 |

| | | |
|---------------------|--|-----------|
| A. | Other Considerations | 16 |
| 1. | Procuring and Contracting Agency..... | 16 |
| 2. | Factors to Comply..... | 16 |
| 3. | Contract | 16 |
| 4. | Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation ... | 16 |
| B. | Reservation of Rights | 16 |
| 1. | Pre-Proposal and Proposal Costs | 17 |
| 2. | Change in Proposers' Information | 17 |
| 3. | Ownership and Use of Proposal..... | 17 |
| 4. | Communications with Media, Government Agencies, and Community..... | 17 |
| 5. | Selection Non-Binding | 17 |
| 6. | Wisconsin Open Records Law | 17 |
| 7. | State Law | 18 |
| APPENDIX 1 - | DFDM Division 1, Technical Specifications and Design Guidelines..... | 20 |
| 1.1 | Master Specifications/Design Guidelines | 21 |
| 1.2 | Additional Proposer Requirements | 22 |
| APPENDIX 2 - | UW-Madison Technical Guidelines | 25 |
| APPENDIX 3 - | Camp Randall Stadium and Fieldhouse Renovation Studies..... | 26 |
| 3.1 | CR South End Zone Renovation 2018 Feasibility Study | 26 |
| 3.2 | CRS SEZ 2019 Extended Feasibility Study..... | 26 |
| 3.3 | Aerial Photo of Camp Randall Stadium..... | 27 |
| APPENDIX 4 - | Team Matrix..... | 28 |
| APPENDIX 5 – | Local Approvals Schedule | 39 |
| APPENDIX 6 - | Form to Submit Proposers’ Questions..... | 40 |
| APPENDIX 7 – | Designation of Confidential and Proprietary Information Form..... | 41 |

I. INTRODUCTION

A. Definitions

"Certified" means a contractor or bidder who is a qualified and responsible bidder certified by the State under Wis. Stat. s. 16.855(9m).

"Contractor" is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract.

"Department" is the State of Wisconsin Department of Administration.

"Design Build-General Prime Contractor (DB-GPC)" also referred to as a *"General Prime Contractor (GPC)"*, is a contractor that enters into a contract with the State to perform all work as required by the Contract and enters into contracts with subcontractors including MEP Subcontractors identified by DFDM and subconsultants for the design of the project.

"Design Team" means the design consultant team contracted by the General Prime Contractor (GPC).

"Guaranteed Maximum Price (GMP)" means the not-to-exceed open book price established and graduated that is updated at various milestones of the project. (See Section I.C.).

"Intercollegiate Athletics Facility" means Intercollegiate Athletics Facility whose Buildings and grounds at the NCAA-Division I level that are used primarily by student-athletes to practice and compete while attending a four-year college or university. Relevant venues are a stadium or arena, which are classified as places of assembly by the 2015 International Building Code.

"Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.

"Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor, and design subconsultants.

"Proposer" means the company who will hold the Design Build contract with the State.

"Qualified bidder" means a contractor that the State certifies under Wis. Stat. s. 16.855(9m)(b)1.

"Qualified responsible bidder" means a contractor who is a qualified bidder and who is a responsible bidder.

"Responsible bidder" means a contractor that the State certifies under Wis. Stat. s. 16.855(9m)(b)2.

"Single prime contracting" means bidding and contracting through a process in which only a General Prime Contractor has a contractual relationship with the State and all mechanical, electrical, or plumbing (MEP) subcontractors are identified by the State and are subcontractors to the General Prime Contractor.

"State" means the Department of Administration, Division of Facilities Development & Management (DFDM).

“Subcontractor” or “Subconsultant” is all subcontractors or subconsultants on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, Non-MEP Subcontractors, and Subconsultants.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Project, or designated portion thereof, can be occupied and used for its intended purpose.

“University” means the University of Wisconsin System.

“User Group” means the University of Wisconsin-Madison.

B. RFP Process

The following Request for Proposals (RFP) is being issued by the State of Wisconsin, Department of Administration (State), for potential qualified design-build teams (Proposer), including joint ventures, to design and construct the Camp Randall Stadium and Fieldhouse Renovation project. The State is seeking cost-effective and expeditious Proposals that detail the Proposer's: qualifications and certification; relevant and proven experience and performance; schedule and phasing strategy; design and construction approach; and an expeditious and transparent implementation strategy that meets or exceeds the State's requirements as outlined in this RFP.

The selected Proposer must:

- Include the Architect/Engineer of Record firm that must be a Wisconsin firm
- Be Certified as a GPC by the State of Wisconsin for at least \$60 Million. (See section IV.D.2.e and IV.D.3.d).

Well qualified teams must:

- Understand the principles and goals identified in this RFP
- Add/maximize value in the design, construction, and delivery of a high-quality facility
- Assign a team of professionals with demonstrated experience of working together on similar projects
- Possess the capacity necessary to complete this Project
- Possess the project implementation and technical expertise necessary to complete this Project

C. Project Delivery Method

This project will be contracted for in accordance with this RFP and Wis. Stats. § 13.48 (19)(a) and 16.855 (13) and (14m) (a) to (c). This requires public open and transparent bidding of the mechanical, electrical, plumbing, and fire protection (MEP) divisions of work by the State to identify the lowest qualified responsible bidders, who will enter into contracts with a certified Design Build-General Prime Contractor (DB-GPC) who has entered into a contract with the State. These requirements also include certain provisions to preserve protections for MEPs relating to contracting and prompt payment.

It is the State's intent to enter into a contract with the selected DB-GPC for a graduated Guaranteed Maximum Price (GMP). This shall include all construction work and design services necessary to deliver the project on schedule, at an agreed upon not-to-exceed cost. The DB-GPC will only be authorized to proceed and request payment up to each graduated GMP amount over the life of the project.

The DB-GPC will enter into subcontracts with their design consultants. (Minimum terms and conditions for the design consultant services contract will be provided to the short-listed firms). Upon initial contract award, the DB-GPC shall immediately commence with design, pre-construction activities, and any self-performed work in accordance with State standards, guidelines, and requirements.

The DB-GPC will be required to establish an initial GMP at the execution of their contract with the State. The graduated GMP process is as follows:

GMP #1 (at initial contract award) will be comprised of:

- all design work
- pre-construction services costs, and
- allowance for initial general construction work (i.e.: demolition, pre-order or pre-fabrication)

GMP #2 (at approximately city permitting approval stage) will be comprised of:

- all costs associated with self-performed and general contractor/non-MEP work

GMP #3 (after the State identifies the successful MEP subcontractors (MEPID) *) will be comprised of:

- net result of actual MEP bids and appropriate GPC markup

Post MEPID the State may also solicit innovative Value Enhancement (VE) proposals from the MEPs. Those proposals must be submitted by DB-GPC and their MEP Subcontractors within 14 days of the execution of the DB-GPC contracts with the MEPs.

VE proposals and any other additional changes will be considered modifications to the contract and will be reviewed and potentially negotiated at the State's discretion. The final contract amount may be adjusted to reflect these changes and actual work performed through subsequent GMPs.

* The DB-GPC must deliver completed bidding documents for the MEP divisions of work to State. The State will review and approve bidding documents, then publicly bid the applicable MEP divisions of work prior to any work commencing in those construction activities. Within five (5) days of the MEP bid opening, the State will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids will be added as amendments to the DB-GPC's contract with the State. No later than thirty (30) days after the State identifies the successful MEP bids, the GMP shall be updated to reflect the actual MEP bids and the DB-GPC shall enter into separate subcontracts with the successful MEP bidders in accordance with Wis. Stats. § 16.855 (14m) (a) to (c).

D. Project Authority

The Camp Randall Stadium and Fieldhouse Renovation project was enumerated in 2019 Wisconsin Act 9. The University of Wisconsin's Board of Regents approved this project to proceed in October 2019. The State Building Commission approved authority to waive §.16.855 except §.16.855 (13) and (14m) (a) to (c), to allow the use of a Design-Build alternative delivery method, in accordance with §.13.48(19)(a); and approved the project for construction in October 2019.

II. PROJECT OVERVIEW

A. Scope of the Project

This project removes the south end zone seating and replaces it with approximately half of the previous seating count available 3,700 ASF of field-level club space; 4,400 ASF of loge level premium club space; 11,000 ASF of club level premium club space; 4,800 ASF of stadium club open air space; and 8,000 ASF of exterior terrace club space. The existing precast concrete tread and riser structure, seating and railing systems will be demolished, replaced, and augmented as required to support the new seating options; new mechanical, electrical/telecommunications, and plumbing systems will be installed; and associated roofing, waterproofing, and temporary facility protections and support structures will be provided.

Work includes reconstruction of a new premium style seating system above the existing concourse, visiting team locker room, and media center. Each of the five new premium club spaces will be outfitted with food preparation and serving, associated storage, and new restrooms. Given the fall football schedule, the work is expected to be undertaken in a compressed time frame to avoid impacting scheduled games. **It is imperative that the beneficial use (Substantial Completion) of the south end zone and field are available in time for the season's opening schedule.** (See Section II.C.4).

The field level underground civil, electrical/telecommunications, and mechanical utility infrastructure will be upgraded, augmented, and replaced as necessary to provide adequate capacity to the new premium seating areas. The field turf in Camp Randall Stadium will be replaced to facilitate the necessary underground utility work; and to achieve cost efficiencies, the field turf in the McClain Center will also be replaced according to schedule requirements.

The north facade of the Field House will be restored, including the exterior windows, masonry walls, and structural shoring as required. The west side press box will be renovated to provide new interior finishes, technology, and audio/visual equipment.

The following goals and objectives must be achieved for a successful project:

- Integrate additional premium seat opportunities such as Club Lounge and associated Club Seats
- Outdoor Terraces
- Field Level Club Seating and conditioned lounge space
- Provide memorable game-day experiences that entices the fan to arrive early and stay late
- Leverage the iconic nature of the Field House with synergies and connections
- Improve the west concourse experience with better support services and greater opportunities for revenue generation
- Improve the character and quality of the existing Press Box

B. Project Background

Camp Randall Stadium is located on the southwestern corner of the campus at a site previously used as a Union Army training camp during the Civil War. The stadium was named after then Governor Alexander Randall. It has been the home of the Wisconsin Badgers football program since 1895 and is the oldest and fifth largest stadium in the Big Ten Conference. The facility has a current seating capacity of 80,321 and also houses the athletic administrative offices. In 2002, luxury boxes, a five-story office building, and football program offices were constructed along with upgrades to interior and exterior

building and utilities infrastructure, restrooms, and concessions areas.

The intercollegiate athletic venues attract fans at capacity levels, which underwrite the expense of providing self-sustainable opportunities to 800-plus student athletes, the vast majority of whom participate in a sport that does not generate revenue. A study completed in 2001 estimated the annual economic benefit to the university, City of Madison, and local economy at approximately \$1 billion. To remain competitive in the Big Ten Conference, the athletics facilities must be maintained at the highest quality level and respond to ever-changing needs and trends of athletics programs, student-athletes and coaches, and fan experience and expectations.

Camp Randall Stadium does not have the ability to provide premium seating in the main bowl, although those types of seats are in high demand. The proposed addition of new seating options will provide amenities and opportunities for additional revenue as well as create an enhanced fan experience for those visiting the stadium. Locating these new seats in the south end zone was determined to be the most economical approach, and it allows a more prominent view of the historic and iconic Field House gable end windows for those inside of the stadium seating bowl.

C. Project Details

1. Feasibility Study – Extended

The Camp Randall South End Zone Renovation Feasibility Study – Extended was completed on October 14, 2019. This document is available in Appendix 3.1.

2. Bridge Drawings and Outline Specifications

Bridge Drawings and Outline Specifications will be provided to the short-listed teams upon notification, the week of December 23, 2019. The intent of the Bridge Drawings and Outline Specifications is to provide more information to the short-listed teams and set some of the performance requirements of the Stadium Renovation work.

3. Design Schedule

The design services will start when the contract has been issued. This is expected to be the week of March 8, 2020.

The Design Build-General Prime Contractor team will be required to attend and participate in a number of meetings with local parties in an effort to obtain the City of Madison approval of the construction of this work. Refer to Appendix 5 for a draft list of those meetings. The content and number of the bid packages will be decided by the DB-GPC team but must be bid in strict accordance with the Project Delivery Method outlined in Section I.C.

The schedule of design meetings will be set by the Design Build-General Prime Contractor team.

4. Construction Schedule

The State intends for design and preconstruction to begin upon award of the Design-Build Contract. This project anticipates an aggressive design and construction schedule. The successful Proposer, as a part of its design and preconstruction services, will assist the State and the User with developing a strategy to finalize scope, budget, and a multi-phase schedule

for the best approach for the successful completion of the Project. Without limitation, the successful Proposer will provide guidance and assistance in the preparation of a schedule, program, design services, component construction packages, and reliable cost estimates leading to each graduated Guaranteed Maximum Price (GMP).

At times, construction activities and access will be restricted in the Camp Randall Stadium because certain areas of Camp Randall must be available at all times for the User to meet ongoing athletic activities. The following points outline site availability and access during the project.

| | |
|--|-------------------|
| Last home game vs. Nebraska | November 21, 2020 |
| Full Access available to South End Zone, Fields, and Press Box | November 23, 2020 |
| On site Mobilization may begin | November 23, 2020 |
| Commencement 2021 set up – no access to field (unavailable) | May 3 – 10, 2021 |
| Commencement 2021 – no on-site construction activities | May 7 – 8, 2021 |
| South End Zone and Field Substantial Completion & Occupancy | August 6, 2021 |
| First regular season home game vs. Penn St. | September 4, 2021 |
| Additional work may begin | December 6, 2021 |

III. CONTRACT REQUIREMENTS

Information for the Design-Build General Prime Contractor to do business with the State can be found in Appendix 1.

A. Design-Build General Prime Contractor Subcontract with MEP Subcontractors

The successful General Prime Contractor will offer a subcontract to the successful MEP Subcontractors identified by the State and included in the General Prime Contractor's bid. This subcontract between a GPC and a MEP Subcontractor must include a scope of work clause identical to the scope of work clause included in the contract between the General Prime Contractor and the State. A GPC and a MEP Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to the State change orders or approved GMPs that result in changes to the plans or specifications, or to back charges allowed by the contract.

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.

As the work progresses under any MEP subcontract for construction of a project, the GPC shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5% of the subcontractor's work completed until 50% of the subcontractor's work has been completed. At 50% completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the Department certifies that the subcontractor's work is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the

subcontractor's work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10% of the value of the work completed. Upon substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the General Prime Contractor makes under this paragraph shall be within seven (7) calendar days after the date on which the General Prime Contractor receives payment from the department.

The contract entered into between the General Prime Contractor and a MEP Subcontractor must contain all of the following clauses:

Scope of Work. The MEP Subcontractor scope of work will be identical to the scope of work included in the contract with the General Prime Contractor. By submitting and signing a bid, all bidders have examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete the division of work bid for this project.

Prompt Payment. The General Prime Contractor shall pay the MEP Subcontractor) in accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and properly invoiced by the MEP Subcontractor. A payment is timely if it is mailed, delivered, or transferred to the MEP Subcontractor by the deadline under section 16.855(19)(b), Wisconsin stats.

If the MEP Subcontractor is not paid by the deadline in this contract, the GPC shall pay interest on the balance due from the eighth day after the GPC receives payment from the Department of Administration for the work for which payment is due and owing to the MEP Subcontractor, at the rate specified in section 71.82, Wisconsin stats., compounded monthly.

A MEP Subcontractor that receives payment as provided under this contract and that subcontracts with another entity shall pay those subcontractors, and be liable for interest on late payments to those subcontractors, in the same manner as the GPC is required to pay the MEP Subcontractor under this contract.

Insurance and Bonds. The MEP Subcontractor shall not commence work under this contract until it has obtained all necessary insurance required of the MEP Subcontractor in the contract between the GPC and the Department of Administration. The MEP Subcontractor shall provide a separate 100% Performance Bond and a separate 100% Payment Bond to the benefit of the GPC as the sole named obligee. Original bonds shall be given to the GPC and a copy shall be given to the Department of Administration no later than ten (10) days after execution of their contract with the GPC.

Indemnification. To the fullest extent permitted by law, the MEP Subcontractor shall defend, indemnify, and hold harmless the GPC and its officers, directors, agents, and any others whom the GPC is required to indemnify under its contract with the Department, and the employees of any of them, from and against claims, damages, fines, penalties, losses, and expenses, including but not limited to attorney fees, arising in any way out of or resulting from the performance of the work under this contract, but only to the extent such claim, damage, fine, penalty, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including but not

limited to loss of use resulting therefrom and is caused by the negligence, or acts or omissions, of the MEP Subcontractor, its subcontractors, any of their employees, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable; or (2) as related to such claims, damages, fines, penalties, losses, and expense of or against the GPC, results from or arises out of the negligence of the GPC or other fault in providing general supervision or oversight of the work of the MEP Subcontractor; or (3) as related to claims, damages, fines, penalties, losses, and expense against the Department of Administration, arises out of the Department's status as owner of the project or project site.

In addition the MEP Subcontractor shall defend, indemnify, and hold harmless the GPC and its officers, directors, agents, and any others the GPC is required to indemnify under its contract with the Department, and the employees of any of them, from any liability, including liability resulting from a violation of any applicable safe place act that the GPC or the State incurs to any employee of the MEP Subcontractor; or any third party where the liability arises from a derivative claim from said employee; when the liability arises out of the failure of the GPC or the State to properly supervise, inspect, or approve the work or work area of the MEP Subcontractor, but only to the extent that the liability arises out of the acts or omissions of the MEP Subcontractor, its employees, or anyone for whom (the MEP Subcontractor may be liable; or from the MEP Subcontractor's breach of its contractual responsibilities or arises out of the GPC's negligence or other fault in providing general supervision or oversight of the MEP Subcontractor's work or arises out of the Department of Administration's status as owner of the project or project site. In claims against the GPC or the State by an employee of the MEP Subcontractor or its subcontractors or anyone for whose acts the MEP Subcontractor may be liable, the indemnification obligation of this paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable by or for the MEP Subcontractor under workers compensation act.

Except as identified above, the obligations of the MEP Subcontractor under this indemnification do not extend to the liability of the GPC and its agents or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; (2) the giving of or failure to give directions or instructions by the GPC or the Department of Administration or their agents or employees provided the giving or failure to give is the cause of the injury or damage; or (3) the acts or omissions of other subcontractors.

Retainage. Retainage shall occur and be in amounts and on a schedule equal to that in the contract between the GPC and the Department of Administration.

B. Non-MEP Subcontractors

The GPC shall submit a completed Request for Subcontractor Approval (Form DOA-4225) within seven (7) days of the GPC's execution of GMP #2. The Request for Subcontractor Approval form shall also include, to the extent practicable, a list of their suppliers furnishing materials for the project. Submission of a completed Request for Subcontractor Approval form is an element of responsiveness.

C. Security for Separate 100% Performance and Separate 100% Payment Bonds

The DB-GPC is required to furnish separate 100% Performance and 100% Payment Bonds to the benefit of the Department of Administration as the sole obligee. These bonds shall be delivered to the State

with the signed contract. The Surety Company shall be licensed to do business in Wisconsin. The Bond must be dated the same date or subsequent to the date of the Contract.

A certified copy of Power of Attorney shall be provided by the Surety Company showing that the agent who signs the Bond has the power of attorney to sign for the Surety Company. This Power of Attorney must be signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The Power of Attorney must bear the same or later date as the bond.

If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting the partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the partnership, or one partner of each firm comprising the joint venture, but the separate Performance and Payment Bonds must be signed by all of the partners.

If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors of the corporation must be submitted showing that the person who signs the contract is authorized to sign contracts for the corporation. The corporate seal must be affixed to the resolution, contract, and separate performance and payment bonds. If the Bidder's corporation has no seal, the above documents must include a statement or notation to the effect that the corporation has no seal.

D. Actual Costs of Delay

It is imperative that the project be completed within the time specified in Section IV.A. to accommodate the 2021 season opening game. For South End Zone only, failure to complete the work in the time specified will result in actual damages to be paid by the DB-GPC equal to the actual costs incurred and loss of revenues for New South End Zone Seat-related Donations, Ticket Revenue, Naming Opportunities Loss, Concessions, Catering, and Licensing and Sponsorship revenues. As of the date of issuance of this RFP the State calculates actual damages incurred from such failure to complete the work in the time specified will be \$957,143 per game. The State reserves the right to re-calculate the actual damages amount upon entering into the contract with the DB-GPC. For the Entire Stadium, failure to complete the work in the time specified will result in actual damages to be paid by the DB-GPC equal to the actual costs incurred and loss of revenues for Seat-related Donations, Ticket Revenue, Naming Opportunities Loss, Concessions, Catering, and Licensing and Sponsorship revenues. As of the date of issuance of this RFP the State calculates actual damages incurred from such failure to complete the work in the time specified will be \$4,800,000 per game. The State reserves the right to re-calculate the actual damages amount upon entering into the contract with the DB-GPC.

E. Project Components and Services

Proposals in response to this RFP must address how it will deliver the following services:

1. A/E Services
2. Preconstruction Services
3. Design Requirements
4. Bidding and Contracting (in strict accordance with Section I.C. and II.D. and Appendix 1).
5. Construction Phasing and Implementation
6. Construction Administration
7. Commissioning
8. Substantial Completion Requirements
9. Construction Closeout

IV. SELECTION PROCESS

A. Schedule

Given the scope and complexity of this RFP, the State intends to use the following process to request, receive and evaluate Proposals and select a Proposer:

| Process | Date or Timeline |
|---|---|
| RFP Posted | November 12, 2019 |
| Pre-Proposal Site Tour (Not Mandatory) | November 18 and 19, 2019 |
| Proposers' Questions Due to the State | November 26, 2019 at 5:00 pm CT |
| Responses to Proposers' Questions Posted | December 4, 2019 at 5:00 pm CT |
| PROPOSALS DUE | December 10, 2019 at 12:00 pm CT |
| Selection Committee Screening of Proposals | Week of December 16, 2019 |
| Notification of Short-listed Proposers | Week of December 23, 2019 |
| Mandatory Pre-Interview Site Tour | January 7 and 8, 2020 |
| Short-listed Proposers' Questions Due to the State | January 10, 2020 |
| Responses to Short-listed Proposers' Questions Posted | January 17, 2020 |
| In-Person Interviews | Week of January 27, 2020 |
| Letter of Intent Issued | Week of February 17, 2020 |
| Project Kick Off Meeting | Week February 24, 2020 |

Note: *These dates are subject to extension at the discretion of the State.*

B. Pre-Proposal Tour and Proposers' Questions

1. Pre-Proposal Site Tour

Interested Proposers may request a site tour of the Camp Randall Stadium and Fieldhouse that will be conducted by Kahler Slater Architects and will last no more than 90 minutes. Available dates for this tour are November 18 and 19, 2019. Contact Jeff Piette at (414) 940-3878 or jpiette@kahlerslater.com to schedule a tour.

2. Proposers' Questions and State Responses

On or before 5:00 pm CT on Tuesday, November 26, 2019, Proposers may submit written requests for clarification of this RFP and/or questions to the State by utilizing the form provided in Appendix 6 of this RFP and submit the completed form via email to DOADFDAESelection@wisconsin.gov. Written responses to properly submitted relevant requests for clarification and questions from Proposers will be posted by the State on the following website: http://wisbuild.doa.state.wi.us/dfd/dfd_reports/dfd_aeinvites_display.asp by 5:00 pm CT on Wednesday, December 4, 2019. **Solicitation of information from the State, DOA, or user group personnel other than through the designated form and process described herein is prohibited and may result in disqualification of the Proposer.**

C. Selection Phase

The selection of the Proposer will involve a two-part selection process:

1. Round I | Request for Proposals

Proposers must submit Proposals as indicated below. Proposals meeting the Submittal

Camp Randall Stadium and Fieldhouse Renovation
DFDM Project No. 19F2Y

requirements will be evaluated by the Selection Committee based on the criteria listed in Sections IV and V of this RFP. Up to four (4) Proposers may be short-listed for further evaluation which will include an in-person interview with the Selection Committee.

2. Selection Committee Screening of Proposals

The Proposals will be evaluated by the Selection Committee in general by Team Matrix, Team Relevant Experience, Past Project Performance, and more specifically based on the following criteria:

- Completion of a similar project
- Relevant experience & capabilities of the Contractor
- Key Personnel of the Contractor
- Relevant experience & capabilities of the Architect/Engineer
- Key Personnel of the Architect/Engineer
- MBE & DVB involvement
- Historical experience with members of the DB-GPC Team

3. Notification of Short-listed Proposers

The Selection Committee will determine the short-list of Design Build-General Prime Contractor teams. The shortlisted teams will be notified by phone and e-mail the week of December 23, 2019. All other teams will receive an e-mail.

Within 24 hours of notification, the shortlisted teams will receive information on the details of the interview, schedule for their pre-interview site visit tour, and a link to Bridge Drawings and Outline Specifications. (See Section II.C.2.)

4. Pre-Interview Mandatory Site Tour

All Short-listed Proposers must attend a **mandatory** tour of the Camp Randall Stadium and Fieldhouse to be held on January 7 and 8, 2020 at 3:00 pm CT. Each team member wishing to attend the mandatory tour must **pre-register** by contacting Jeff Piette by email to jpiette@kahlerslater.com by no later than November 1, 2019 at 5:00 pm CT. **Proposer team members who do not pre-register will not be allowed to attend the tour.**

Pre-registered Short-listed Proposers will first meet and check-in for the mandatory tour at 1440 Monroe Street, Madison, Wisconsin 53711 on January 7 and 8, 2020 3:00 pm CT. The tour is expected to last 2 hours. **At least one member of the Proposer's team must pre-register and attend the mandatory tour or their Proposal may be disqualified.**

5. Short-listed Proposers' Questions and State Responses

On or before 5:00 pm CT on Thursday, January 10, 2020, Short-listed Proposers may submit written requests for clarification of this RFP and/or questions to the State by utilizing the form provided in Appendix 6 of this RFP and submit the completed form via email to DOADFDAESelection@wisconsin.gov. Written responses to properly submitted relevant requests for clarification and questions from Short-listed Proposers will be distributed to the Short-listed Proposers on Friday, January 17, 2020. **Solicitation of information from the State, DOA, or user group personnel other than through the designated form and process**

Camp Randall Stadium and Fieldhouse Renovation
DFDM Project No. 19F2Y

described herein is prohibited and may result in disqualification of the Proposer.

6. Round II | In-Person Interview

The Short-listed Proposers will be invited to an in-person interview during the week of January 27, 2020, with the Selection Committee. An invitation letter will be sent via email with the date, time, and location of the interview. The invitation to interview will include Bridge Drawings and Outline Specifications which will provide more information to short-listed Proposers and set some of the performance requirements of the Stadium Renovation work; and a list of questions to be addressed, in order, at the interview. The interview will last for 90 minutes and consist of 60 minutes for presentation and 30 minutes for questions and answers. The Selection Committee will rank the short-listed Proposer's interview.

At the beginning of the in-person interview, the short-listed Proposer shall submit their fee rates proposal in a sealed envelope. Format will be provided to the Short-listed teams.

The Selection Committee will recommend the Proposal(s) that best meet the needs of the State of Wisconsin, to the Secretary of the Department of Administration for review and selection. The Secretary may choose from the recommended Proposals or determine no selection and send the RFP back to the Selection Committee for additional information and/or further review. While the project fee rate proposals submitted will be considered, the final selection may not necessarily be the lowest total cost Proposal. Selection will also be based upon criteria which best meets the needs of the State of Wisconsin.

7. Letter of Intent

The State intends to execute a Letter of Intent with the selected Proposer. Should the State be unable to successfully negotiate a contract with the selected Proposer, it reserves the right to cancel the selection and negotiate with the next Proposer. The State also reserves the right to cancel this RFP at any time and reject any and all Proposals at its sole discretion.

V. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be submitted utilizing the following format requirements and process:

A. Submission

In responding to this RFP, Proposers must submit the following:

- Ten (10) printed copies of the Proposal, which will serve as the official copies
- One (1) electronic PDF copy of the Proposal on a flash drive

Proposals may be disqualified if the printed and electronic copies are not simultaneously submitted by the Due Date and/or if the contents of the Proposals are not exactly the same.

PROPOSALS ARE DUE BY 12:00 PM CT ON TUESDAY, DECEMBER 10, 2019.

Sealed copies of the Proposals shall be hand delivered to the DOA/DFDM 7th floor receptionist desk for a date and time stamp. Proposers shall be responsible for the sealed proposal being delivered to

the place designated, before the time specified. **Proposals received after the Due Date and time will not be accepted or will be marked late, unopened, and returned to Proposer.**

Please mark the outside of the sealed submittal envelope/box containing the Proposal and flash drive with: **"Request for Proposals – Camp Randall Stadium and Fieldhouse Renovation Project"** and hand deliver it to the following address:

State of Wisconsin Department of Administration
Division of Facilities Development and Management
101 East Wilson Street, 7th Floor
Madison, WI 53703-3405

B. Format

Proposals should be spiral bound, printed on single-sided 8.5"x11" paper, either portrait or landscape, with a minimum of one-inch margins and a font size of 11-points. For legibility purposes, site plans, schedules, or other relevant proposal documents may be printed on 11"x17" paper folded to be equivalent to 8.5"x11" paper. Proposals should be well organized and not exceed 50 paginated pages.

C. Minimum Criteria

Design Build-General Prime Contractor Proposers who are not certified by the State for at least \$60 Million will be disqualified.

Joint Venture Proposers may have additional requirements including but not limited to:

- Documentation that explains the association's (joint venture) organization for the purpose of entering into a Design-Build contract as a single entity
- Documentation that explains how the association intends to assign its contractual responsibilities among its members (joint ventures)

The intended Architect/Engineer of Record Firm must be a Wisconsin firm or will be disqualified.

D. Content of the Proposal

Proposals must include the following information:

1. Introduction Letter (Two page maximum, excluded from page limit)

The introduction letter should identify each firm included in the Proposer Team, affirmatively commit each firm of the Proposer Team to complete the Project components described in this RFP if selected and **must be signed by an officer of each firm of the Proposer Team.**

The Proposal should contain responses to the following categories:

2. Proposer Information TEAM MATRIX DOCUMENT (Appendix 4)

Please provide the following information for **each firm** included in the Proposer Team, including the DB-GPC:

- A. Company Information
 - i. Firm Name

- ii. Contact Person
- iii. Business Address (no P.O. boxes)
- iv. Phone Number
- v. Email Address
- vi. Website (if applicable)
- vii. Type of Business Organization (Corporation, LLC, etc.)
- viii. Number of Years in Business
- ix. Roles and Responsibilities for this Project
- x. Identify if the Firm is a Minority Business Enterprise (MBE) or Disabled Veteran-Owned Business (DVB)
- B. Resumes
 - i. Please provide the names, resumes, and roles/responsibilities of all individuals who will serve as the key day-to-day contacts for this Project
- C. Workload and Capacity
 - i. Please identify each firm's current commitments and anticipated new engagements throughout the duration of this Project
 - ii. Please identify how potential overlap and capacity issues would be addressed to ensure a successful Project for the State
- D. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation
 - i. Please describe the Proposer Team's goals and action plan to encourage MBE/DVB participation on this Project
- E. Current Contractor Certification Threshold and Division of Work
(Contractor Certification webpage may be found at:
<https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx>).

3. Relevant Experience and Qualifications

- A. Provide information on the team's experience on projects of similar size, function, and complexity (similar type of renovation/construction). Describe no more than five (5) and no less than three (3) projects (Note: Projects shall be under construction or completed -- do not submit completed studies or projects that are currently still in design), in order of most relevant to least relevant, which demonstrate the team's capabilities to perform the project at hand. For each project, the following information should be provided:
 - i. Project name, location and dates during which services were performed.
 - ii. Brief description of project and physical description (delivery method, cost, square footage, number of stories, type of foundation, structural system, envelope, site area).
 - iii. Services performed by your team.
 - iv. Provide any owner-written letters of reference/recommendation about the firms' performance on the project.
 - v. Owner/User/Architect contact information.
 - vi. Explanation as to how the highlighted project relates to the current Project being considered. If the firms have multiple offices, indicate the office responsible for each highlighted project.
- B. Provide information about the Design Professional portion of the team listing as a minimum the proposed firms that will provide services for: architect, structural

engineer, MEP engineer(s), civil engineer, landscape architect, lighting consultant, code consultant (may be architecture firm). If the Design Professional and GPC have worked together on projects before these completed projects (regardless of project type) shall be listed.

- C. Well-qualified teams will have either the prime design consultant or subconsultant and the GPC with the following specific experience in the last five (5) years. Please identify project(s) where prime members of the team have experience with the following specific components:
- i. NCAA Division 1 or Professional Stadiums with a minimum of 50,000 seats, renovation and/or new construction
 - ii. Please identify project(s) that included experience with the following specific components:
 - A. Artificial athletic turf/external athletic performance surfaces
 - B. Experience with fast track design and construction in a similar weather location
 - C. Experience with support space renovations in a NCAA Division 1 or Professional stadium or arena
 - D. Experience with luxury or club box seating in a NCAA Division 1 or Professional stadium or arena
 - i. For each of the projects listed above:
 - 1. Describe the Proposer Team's roles and responsibilities, and;
 - 2. Provide an end-user reference (name, title, company, telephone number, and email address)
- D. The DB-GPC must meet the following minimum contractor certification qualifications:
- i. Has completed similar work at least 50% of the size/value of the division of work
 - ii. Has access to all equipment, organizational capacity, and technical competence to perform the work
 - iii. Maintains a permanent place of business and has an office in Wisconsin
 - iv. Is bondable for separate 100% performance and 100% payment bonds
 - v. Has a record of satisfactorily completed projects
 - vi. The DB-GPC or its principals, in any jurisdiction, are not currently ineligible, has not been debarred, suspended, committed tax avoidance or evasion or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority nor have employees or members of their organization been disciplined under professional license in previous 10 years
 - vii. Has been in business for at least 12 months
 - viii. Is a legal entity authorized to do business in Wisconsin and has all necessary, valid and current licenses to do business in the State of Wisconsin
 - ix. Has performed at least one public project for a governmental entity

VI. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS

A. Other Considerations

1. Procuring and Contracting Agency

The State of Wisconsin, Department of Administration (State), Division of Facilities Development and Management (DFDM) is the authorized agent for this Project. The State will authorize the final selection made for this Project. All negotiations relative to this Project may only be conducted with the State's designated contact.

2. Factors to Comply

All Proposals and contracts as a result of this RFP must comply with the State of Wisconsin's Constitution, relevant statutes, and provisions including but not limited to Wis. Stats. 13.48 and 16.855 (13) and (14m) (a) to (c).

3. Contract

To facilitate the construction of Camp Randall Stadium and Fieldhouse Renovation as well as upgrades to the playfield, the State intends to enter into a Design-Build contract with the selected Proposer. Notwithstanding, the State reserves the right to change the legal mechanism used to execute a contract to deliver this Project.

4. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation

Minority Business Enterprises (MBE) and Disabled Veteran Owned Businesses (DVB) are encouraged to respond to this RFP. Any firm that wishes to be certified by the State as a MBE or DVB may contact the DOA Supplier Diversity Program at DOABDMBD@wisconsin.gov or visit their website at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>. See Additional Proposer Requirements Appendix 1.2 for more information.

B. Reservation of Rights

The State reserves the right, in its sole and absolute discretion and as it may deem necessary, appropriate, or beneficial to the State with respect to the RFP, to:

1. Cancel, withdraw, or modify the RFP.
2. Modify or issue clarifications to the RFP prior to the Proposal Due Date; in the event the RFP is modified it will be posted here: http://wisbuild.doa.state.wi.us/dfd/dfd_reports/dfd_aeinvites_display.asp and all Proposers will be provided a chance to revise their Proposals.
3. Request submission of additional information from some or all Proposers following its review of one or more Proposals.
4. Waive any irregularity or defect in any submission.
5. Reject any Proposals it deems incomplete or unresponsive to the RFP requirements.
6. Reject all Proposals that are submitted.
7. Reissue the original RFP, issue a modified RFP, or issue a new RFP, whether or not any Proposals have been received in response to the initial RFP.

1. Pre-Proposal and Proposal Costs

The State is not liable for any costs incurred by a Proposer in replying to this RFP.

In addition, Proposers should be aware of the following:

- A. Proposers should draw independent conclusions concerning conditions that may affect the means or methods.
- B. Proposer shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time.
- C. All Proposal costs expended by a Proposer is at the sole risk of the Proposer. The State shall under no circumstances be responsible to reimburse same, whether pre- or post-selection.

2. Change in Proposers' Information

If there are any changes to any of Proposer's team members or new financial information, the Proposer must notify the State in writing by 5:00 PM CT on Wednesday, December 18, 2019, and provide updated information in the same format as prescribed in the RFP for the appropriate section of the Proposal. The State reserves the right to evaluate the modified Proposal, eliminate the Proposer from further consideration, or take other action the State may deem appropriate.

3. Ownership and Use of Proposal

Once submitted, all Proposals shall be the property of the State. The State may use any and all ideas and materials included in any Proposal, whether the Proposal is selected or rejected.

4. Communications with Media, Government Agencies, and Community

The Proposers shall not initiate or pursue any discussions or communications with the media, government agencies, and/or the community without first coordinating with and receiving the approval of the State.

5. Selection Non-Binding

The State's selection of a Proposer indicates only its intent to negotiate with the selected Proposer, and the selection does not constitute a commitment by the State to execute a final agreement or contract with that Proposer. Proposers therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on any action by the State, or its contractor, representative, or employee's actions for any costs or liabilities incurred as a result of responding to this RFP.

6. Wisconsin Open Records Law

All information in a Proposer's Proposal is subject to the provisions of the Wisconsin Open Records Law (Wisconsin Stat. 19.31 et seq.). Any information or data in the Proposal that the Proposer claims as proprietary and confidential and should not be disclosed by the State to third parties shall be clearly identified in their Proposal (each page shall be marked as "Proprietary and Confidential") and specified on the Designation of Confidential and Proprietary Information Form as provided in Appendix 7 of this RFP.

7. State Law

Any agreement between the State and the successful Proposer arising from this RFP will be governed, construed, and interpreted in accordance with the laws of the State of Wisconsin. Proposers are advised that under such laws, the State will not indemnify the successful Proposer against claims, demands, suits, actions, proceedings, liabilities, damages, losses, costs, or expenses of any kind by reason of injury or death to any person or for property damage arising out of or relating to the work to be performed.

APPENDICES

Appendix 1 – DFDM Division 1, Technical Specifications and Design Guidelines

- 1.1 Master Specifications/Design Guidelines
- 1.2 Additional Proposer Requirements

Appendix 2 – UW Madison Technical Guidelines

Appendix 3 – Camp Randall Stadium and Fieldhouse Renovation Studies

- 3.1 CR South End Zone Renovation 2018 Feasibility Study
- 3.2 CRS SEZ 2019 Extended Feasibility Study
- 3.3 Aerial Photo of Camp Randall Stadium

Appendix 4 – Team Matrix

Appendix 5 – Local Approval Schedule

Appendix 6 – Form to Submit Proposers' Questions

Appendix 7 – Designation of Confidential and Proprietary Information Form

APPENDIX 1 - DFDM Division 1, Technical Specifications and Design Guidelines

1.1 Master Specifications/Design Guidelines

1.2 Additional Proposer Requirements

Appendix 1.1 - Master Specifications/Design Guidelines

Division 01- General (linked below) includes General Conditions within the "GPCSpecForms" document that will be modified for the Design-Build General Prime Contractor Contract. This document along with the [AE Contract for Professional Services](#) should be reviewed to understand the general contract terms for contracting with the State.

DISCLAIMER: *These master specifications/design guidelines are intended for use by consultants to the State of Wisconsin and by others for construction and remodeling of State owned facilities. The State of Wisconsin bears no liability nor responsibility for any other use of these specifications/design guidelines.*

Master Specifications & Design Guidelines by Division

[01 - General](#)

[02 - Existing Conditions](#)

[03 - Concrete](#)

[04 - Masonry](#)

[05 - Metals](#)

[06 - Wood, Plastics and Composites](#)

[07 - Thermal and Moisture Protection](#)

[08 - Openings](#)

[09 - Finishes](#)

[10 - Specialties](#)

[11 - Equipment](#)

[14 - Conveying Systems](#)

[21 - Fire Suppression](#)

[22 - Plumbing](#)

[23 - HVAC](#)

[26 - Electrical](#)

[27 - Communications](#)

[28 - Electronic Safety and Security](#)

[30 - Common Work Results for all Exterior Work](#)

[31 - Earthwork](#)

[32 - Exterior Improvements](#)

[33 - Utilities](#)

Additional Design Guidelines and Standards

[Accessibility](#)

[Sustainability](#)

[Daylighting](#)

[Energy](#)

[Building Information Modeling \(BIM\)](#)

[Computer Aided Design \(CAD\)](#)

[Construction Waste Management \(CWM\)](#)

APPENDIX 1.2 - ADDITIONAL PROPOSER REQUIREMENTS

MANDATORY PRE-BID DOA CERTIFICATION

All potential bidders must become certified as qualified and responsible bidders before they can bid on state projects over \$50,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis. Stat. s. 16.855(9m). If DFD determines that more experience is necessary for a particular project, DFD may include additional requirements.

CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS

In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT

“Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.287(2).

“Disabled Veteran–Owned Business” (DVB) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.283(3).

In awarding construction contracts, the Department of Administration shall attempt to ensure that 5 percent of the total amount expended in each fiscal year is awarded to contractors which are minority businesses, as defined under Wis. Stat. s. 16.75(3m)(a). The General Prime Contractor Bidder shall make every effort to award a minimum of 15% of the work to minority business enterprises (MBE) involvement for all projects within 60 mile radius of Milwaukee and 5% for projects located elsewhere.

In awarding construction contracts, the Department of Administration shall attempt to ensure that at least 1 percent of the total amount expended each fiscal year is awarded to contractors that are disabled veteran-owned businesses.

In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use MBEs and DVBs.

General Prime Contractor Bidders shall submit a “Form A Affidavit of Compliance – Minority Business Enterprise and Disabled Veteran-Owned Business Provision” with their bid or within seven days of the general prime contractor bid opening. This form should indicate the percentage of MBE/DVB participation commitment. Submission of a completed Affidavit of Compliance is an element of responsiveness. Failure to submit this completed form within the above time limits may be considered

unresponsiveness and may result in contract award to the next apparent low bidder. All MEP Subcontractor Bidders shall also make every effort to encourage MBE and DVB involvement.

Every General Prime Contractor will be required to submit a report to DFD, on a monthly basis and upon completion of the contract, which identifies the Minority Business Enterprises and Disabled Veteran-Owned Business to whom work was directly subcontracted and the value of said work. Subcontractors, material suppliers, etc. under contract to a subcontractor of a General Prime Contractor may not be used for reporting purposes under this paragraph without prior approval of the Wisconsin Supplier Diversity Program office. A MBE/DVB monthly report form will be sent to the Bidder after the Notice to Proceed is issued.

For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of Administration Supplier Diversity Program at: WiSDPWebApplication@wisconsin.gov, or by telephone at: (608)267-9550, or visit their website at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

SUBSTANCE ABUSE PREVENTION

Mission/Purpose: The State of Wisconsin recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The State requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and programs that conform to Sec 103.503 of the Wisconsin Statutes.

Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on State of Wisconsin construction job sites, is strictly prohibited.

The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on State of Wisconsin job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their employees working at the job site.

General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.

In addition, representatives of the State who believe that any General Prime Contractor's or Subcontractor's employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the General Prime Contractor's or Subcontractor's appropriate management/supervision authority and request that appropriate action be taken. The General Prime Contractor's or Subcontractor's employer shall immediately remove an employee who is suspected of being under the influence of illegal drugs or alcohol shall be immediately removed from the job site.

Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal laws.

Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each individual General Prime Contractor and Subcontractor for their respective employees working on the job site. The State will not be responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse.

The General Prime Contractor and Subcontractors shall indemnify and hold the State harmless from any damages or other costs incurred that are related to the implementation or enforcement of any substance abuse policy or program.

TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR. "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds, 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue, to guarantee the payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of \$50,000 or more..."

WISBUILD DFD INFORMATION SYSTEM

Contract offer and construction phase records including Questions, Requests for Information, Construction Bulletins, Proposals, Change Orders, Schedule of Values, and Requests for Payment will be processed electronically on the WisBuild™ DFD Information System. Other construction phase records and applications will be implemented, as they become available.

Successful Bidders shall have available for use within 72 hours of the bid date and maintain over the course of the construction phase, from date of Notice-to-Proceed through receipt of Final Payment, an Internet connection to access and utilize the WisBuild™ DFD Information System.

APPENDIX 2 - UW-Madison Technical Guidelines

The following UW-Madison Technical Guidelines have been developed to assist our architectural and engineering consultants in the design of quality building projects throughout campus. Our objective is to create successful partnerships that result in new and remodeled facilities incorporating a high degree of contextual aesthetic appeal while realizing our more practical goals of reduced maintenance, lowered energy usage, and elevated durability.

The guidelines are organized according to the Construction Specifications Institute (CSI) format. Each division includes as many standards as are currently adopted and will be updated as new information becomes available. They should be used in tandem with the Division of Facilities Development Master Specifications, and do not, in any way, serve to replace them.

Download the complete Technical Guidelines (216 pages) or pdfs of Divisions from the table.

Division

[01 – General Requirements](#)

[02 – Existing Conditions](#)

[03 – Concrete](#)

[04 – Masonry](#)

[05 – Metals](#)

[06 – Wood, Plastics and Composites](#)

[07 – Thermal and Moisture Protection](#)

[08 – Openings](#)

[09 – Finishes](#)

[10 – Specialties](#)

[11 – Equipment](#)

[12 – Furnishings](#)

[13 – Special Construction](#)

[14 – Conveying Equipment](#)

[21 – Fire Suppression](#)

[22 – Plumbing](#)

[23 – HVAC](#)

[26 – Electrical](#)

[27 – Communications](#)

[28 – Electronic Safety and Security](#)

[31 – Earthwork](#)

[32 – Exterior Improvements](#)

[33 – Utilities](#)

[34 – Transportation](#)

APPENDIX 3 - Camp Randall Stadium and Fieldhouse Renovation Studies

3.1 CR South End Zone Renovation 2018 Feasibility Study

https://wisbuild.wi.gov/dfd_img/ae_invites/App_3.1_CR_SEZ_2018_Feasibility_Study.pdf

3.2 CRS SEZ 2019 Extended Feasibility Study

https://wisbuild.wi.gov/dfd_img/ae_invites/App_3.2_CR_SEZ_2019_Extended_Feasibility_Study.pdf

3.3 Aerial Photo of Camp Randall Stadium

Appendix 3.3 – Aerial Photo of Camp Randall Stadium



AREA OF WORK

SITE AERIAL

APPENDIX 4 - Team Matrix

A. FIRM INFORMATION

Indicate firm name, address, city, State and Wisconsin MBE status of each of the firm(s) on the team. Indicate offices of the same firm in different cities separately.

B. STAFF NAME AND REGISTRATION / CREDENTIAL

Indicate **ALL** key personnel expected to participate on this project under the office from which they will be providing services. Care should be taken to limit the listing to only those personnel and specialists who will have major project responsibilities. Additional rows may be added to accommodate various staff assigned to the project for the corresponding office.

C. PROJECT DISCIPLINE / ROLE FOR THIS PROJECT

Discipline Key

| | |
|----|--------------------------|
| A | Architect |
| C | Civil Engineer |
| E | Electrical Engineer |
| FP | Fire Protection Engineer |
| LA | Landscape Architect |
| M | Mechanical Engineer |
| P | Plumbing Engineer |
| S | Structural Engineer |

Role Key

| | |
|-------|-----------------------------------|
| PIC | Principal in Charge |
| PM | Project Manager |
| PA | Project Architect |
| PE | Project Engineer |
| DA | Design Architect |
| DE | Design Engineer |
| CA | Construction Administration |
| EX | Project Executive (construction) |
| SUP | Construction Superintendent |
| QC/QA | Quality Control/Quality Assurance |

Indicate each individual's role and responsibility for the project from beginning to substantial completion of construction of the project experience referenced. Indicate the discipline referring to the "Discipline Key" and the role referring to the "Role Key" above. If the Disciplines or Roles for the individual are not indicated in these keys, please type the Discipline and / or Role directly on the form on the corresponding line.

D. YEARS WITH CURRENT FIRM / YEARS WITH OTHER FIRM(S)

Indicate each individual's years with the current firm and years with other firm(s).

E. TEAM MEMBER PROJECTS EXPERIENCE AND ROLE

Section 2 Title, Cost, SF, Year (Qualifying Project)

Indicate the project title, construction cost, square footage and year of substantial completion for the qualifying project further described in Section 2.

Indicate the staff on the team that participated in the project by indicating the Role.

Section 3 Title(s), Cost, SF, Year (Related Projects)

Indicate the project title, construction cost, square footage and year of substantial completion for a maximum of FOUR (4) related projects described in Section 3.

Indicate the staff on the team that participated in the project by indicating the Role.

F. ADDITIONAL TEAM MEMBER PROJECTS (maximum of 4 examples)

Additional projects may be described by indicating the project title, construction cost, square footage, and year of substantial completion for a maximum of FOUR (4) projects. NOTE THAT THESE PROJECTS ARE NOT DESCRIBED IN ANY OTHER SECTIONS OF THE SOLICITATION. THE INTENT IS TO INDICATE OTHER PROJECTS WHERE TEAM MEMBERS HAVE WORKED TOGETHER.

Indicate the staff on the team that participated in the project by indicating the Role.

| | |
|----------------|--|
| 1. Team Matrix | |
|----------------|--|

| Firm Information | Team Member Information | | | Team Member Projects Experience and Role | | | | | Additional Team Member Projects | | | |
|---|---|--|---|--|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|--|---|--|--|
| | Staff Name and Registration /Credential | Project Discipline / Role For This Project <small>(see keys, Instructions for Filing)</small> | Years with Current Firm / Years with Other Firms | 1. Section 4 Title, Cost, Size, Year | 2. Section 5 Title, Cost, Size, Year | 3. Section 5 Title, Cost, Size, Year | 4. Section 5 Title, Cost, Size, Year | 5. Section 5 Title, Cost, Size Year | Add' l Project Title, Cost, Size, Year | Add' l Project Title , Cost, Size, Year | Add' l Project Title, Cost, Size, Year | Add' l Project Title, Cost, Size, Year |
| Firm Name City, State <input type="checkbox"/> <i>MBE/DVB</i> | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Firm Name City, State <input type="checkbox"/> <i>MBE/DVB</i> | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Firm Name | | | | | | | | | | | | |
| | | | | | | | | | | | | |

[illegible]

2. Qualifying Project

Multi-Structure Property with Infrastructure Connections or Improvements of \$1.95 million or 3,000 GSF

To fulfill the requirements of WIS ADM Code 20.02 (6) (d), your firm must be able to claim Prime Responsibility for a Qualifying Project as described in “Qualification Requirements” on page 4.

Project Title, City, State:

1. Square footage of the qualifying “Multi-Structure Property with Infrastructure Connections or Improvements” at substantial completion:

2. Unescalated construction cost of the qualifying “Multi-Structure Property with Infrastructure Connections or Improvements” at substantial completion:

3. Substantial completion date of the qualifying “Multi-Structure Property with Infrastructure Connections or Improvements” by: November 16, 2018

4. Firm or individual with another firm that acted as the Prime on the “Multi-Structure Property with Infrastructure Connections or Improvements” from design through substantial completion, as well as the services provided and the individual’s role in the project:

a. Firm & Location:

(If 4.a. is completed, 4.b.-4.d. should remain blank)

b. Name of Individual:

c. Associated Firm & Location

d. Individual’s Responsibility:

☐ Project Architect /Engineer

☐ Design Architect/Engineer ☐ Principal

e. Services: (check all that apply)

☐ Master Planning/Study ☐ Programming ☐ Design ☐ Bidding ☐ Construction

☐ Substantial Completion ☐ Other: _____

5. The Project complies with the definitions of “Multi-Structure Property with Infrastructure Connections or Improvements” and “PROJECT” as defined in the CONSULTANT QUALIFICATION QUESTIONNAIRE INSTRUCTIONS? ☐ Yes

Check all non-mandatory, desirable project experience that apply:

☐ Living museums ☐ Master planning ☐ Wood frame construction ☐ Relocation of historic buildings

☐ Storm water runoff or retention, wastewater, and/or septic systems ☐ Other: _____

Describe the project scope, role, responsibilities, challenges and solutions: (include photos if available):

Describe the relevance of this qualifying project to the solicited project:

3. Related Project

Submit a maximum of FOUR (4) additional related projects for the team.

Project Title, City, State:

Prime AE firm:

Square footage at substantial completion:

Unescalated construction cost at substantial completion:

Substantial completion date:

Services: (check all that apply)

☐ Master Planning/Study ☐ Programming ☐ Design ☐ Bidding ☐
Construction

☐ Substantial Completion ☐

Other: _____

Check all non-mandatory, desirable project experience that apply:

☐ Living museums ☐ Master planning ☐ Wood frame construction ☐ Relocation of historic buildings

☐ Storm water runoff or retention, wastewater, and/or septic systems ☐ Other: _____

Describe the project scope, role, responsibilities, challenges and solutions: (include photos, if available)

Describe the relevance of this project to the solicited project:

3. Related Project

Submit a maximum of FOUR (4) additional related projects for the team.

Project Title, City, State:

Prime AE firm:

Square footage at substantial completion:

Unescalated construction cost at substantial completion:

Substantial completion date:

Services: (check all that apply)

- ☐ Master Planning/Study ☐ Programming ☐ Design ☐ Bidding ☐ Construction
☐ Substantial Completion ☐

Other: _____

Check all non-mandatory, desirable project experience that apply:

- ☐ Living museums ☐ Master planning ☐ Wood frame construction ☐ Relocation of historic buildings
☐ Storm water runoff or retention, wastewater, and/or septic systems ☐ Other: _____

Describe the project scope, role, responsibilities, challenges and solutions: (include photos, if available)

Describe the relevance of this project to the solicited project:

3. Related Project

Submit a maximum of FOUR (4) additional related projects for the team.

Project Title, City, State:

Prime AE firm:

Square footage at substantial completion:

Unescalated construction cost at substantial completion:

Substantial completion date:

Services: (check all that apply)

- ☐ Master Planning/Study ☐ Programming ☐ Design ☐ Bidding ☐ Construction
☐ Substantial Completion ☐

Other: _____

Check all non-mandatory, desirable project experience that apply:

- ☐ Living museums ☐ Master planning ☐ Wood frame construction ☐ Relocation of historic buildings
☐ Storm water runoff or retention, wastewater, and/or septic systems ☐ Other: _____

Describe the project scope, role, responsibilities, challenges and solutions: (include photos, if available)

Describe the relevance of this project to the solicited project:

3. Related Project

Submit a maximum of FOUR (4) additional related projects for the team.

Project Title, City, State:

Prime AE firm:

Square footage at substantial completion:

Unescalated construction cost at substantial completion:

Substantial completion date:

Services: (check all that apply)

☐ Master Planning/Study ☐ Programming ☐ Design ☐ Bidding ☐ Construction
☐ Substantial Completion ☐

Other: _____

Check all non-mandatory, desirable project experience that apply:

☐ Living museums ☐ Master planning ☐ Wood frame construction ☐ Relocation of historic buildings
☐ Storm water runoff or retention, wastewater, and/or septic systems ☐ Other: _____

Describe the project scope, role, responsibilities, challenges and solutions: (include photos, if available)

Describe the relevance of this project to the solicited project:

4. Additional Team Related Experience

Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

5. Association Responsibilities

If applicable, provide very specific details, including a graphic representation by phase of project, of the association roles and responsibilities and management of the project. Identify the primary Principals for the Project.

6. Registration Requirements

List the names and registration numbers of two principals and/or other responsible members of the Prime firm:

Name:

Registration #:

Name:

Registration #:

7. Statement of Facts

Our firm, members of our firm, or the firm in association with one or more firms has substantially completed the Quality Project in Section 4 of this qualification that meets the eligibility requirements of Administrative code, Chapter 20.02(6) (d) as referenced in the instructions. Furthermore, I have validated the completeness and accuracy of the information provided by our team and I am responsible for the quality checks for any errors and omissions in the submittal. ☐ Yes

Name:

Title:

Signature:

Date:

APPENDIX 5 – Local Approvals Schedule

Camp Randall Stadium Renovation/Field House Repairs – 19F2Y

Local Approvals Schedule

October 21, 2019

Disclaimer: This assumed schedule is provided for informational purposes only. The actual approval process may vary.

Project Description: A minor alteration to an Existing Planned Development (PD-Camp Randall) for the site located at 1450 Monroe Street. 8 sets of drawings required with application to the city including a recommendation from District Alder #5 (Shiva Bidar-Sielaff) and planning director approval. All dates shown below are *tentative* until confirmed by FP&M staff.

Section 28.098(6). states: "No alteration of a Planned Development District shall be permitted unless approved by the City Plan Commission, provided however, the Zoning Administrator may issue permits for minor alterations that are approved by the Director of Planning and Community and Economic Development and are consistent with the concept approved by the Common Council. If the change or addition constitutes a substantial alteration of the original plan, the procedure in Sec. 28.097(5) shall be required."

City of Madison Zoning Approvals

| Meeting / Action | Dates <i>tentative, confirmed</i> |
|--|--------------------------------------|
| By UW-Madison Prior To DBC Selection | |
| Submit Materials to FP&M – DRB Introductory meeting | <i>November 5, 2019</i> |
| Notify alder of proposed project and schedule in writing (by FP&M) | <i>November 14, 2019</i> |
| City Development Assistance Team (DAT) – Thursdays AM | <i>November 14, 2020</i> |
| Design Review Board #1 - Introductory meeting | <i>November 19, 2019</i> |
| Submit Materials to FP&M – JCAC Informational | <i>November 27, 2019</i> |
| Joint Campus Area Committee – Informational | <i>December 11, 2019</i> |
| | |
| By DBC | |
| Submit Materials to FP&M – DRB SD Meeting | <i>March 3, 2020</i> |
| Design Review Board #2 - Schematic Design Review | <i>March 17, 2020</i> |
| Submit Materials to FP&M – JCAC Recommendation | <i>April 15, 2020</i> |
| Joint Campus Area Committee – Recommendation | <i>April 29, 2020</i> |
| Submit Materials to FP&M – DRB DD Meeting | <i>May 5, 2020</i> |
| Design Review Board #3 – Design Development Meeting | <i>May 19, 2020</i> |
| Submit materials to City w/ Minor Alt Application | <i>May 27, 2020</i> |
| Final approval from city staff | <i>August 12, 2020</i> |

Wisconsin Historical Society Reviews – Assumed

| | |
|---------------------------------|-----------------------|
| Introductory Briefing | <i>November, 2019</i> |
| Submit WHS documents for review | <i>April, 2020</i> |

WEPA Process (Type II, Environmental Impact Assessment)

-To be completed by separate WEPA Consultant

-Shown for information purposes only

| | |
|---|----------------------|
| FP&M / UWSA release scope of services for WEPA consultant | <i>October 2019</i> |
| DFD contracts with WEPA consultant | <i>November 2019</i> |
| EIA Scoping Letter sent to interested parties | <i>January 2020</i> |
| Draft EIA release for public review | <i>March 2020</i> |
| Draft EIA public meeting | <i>April 2020</i> |
| Final EIA released & Record of Decision by UW System | <i>May 2020</i> |

APPENDIX 6 - Form to Submit Proposers' Questions

Instructions: Proposers may submit written requests for clarification of this RFP and/or questions to the DOA by utilizing this form, on or before the due date listed in Section IV.A. Please submit the completed form via email to DOADFDAESelection@wisconsin.gov. Written responses to properly submitted relevant requests for clarification and/or questions from Proposers will be posted by the DOA on the following website: http://wisbuild.doa.state.wi.us/dfd/dfd_reports/dfd_aeinvites_display.asp by the due date listed in Section IV.A. **Solicitation of information from the State, DOA, or any State agency personnel other than through this form and process is prohibited and may result in disqualification of the Proposer.**

* * *

Contact Information: All fields must be completed by the Proposer submitting the form.

Name (Please Print):

Proposer Team:

Company/Affiliation:

Email Address:

Telephone Number:

[illegible]

APPENDIX 7 – Designation of Confidential and Proprietary Information Form

The attached material submitted in response to RFP No. 505-008 includes proprietary and confidential information which qualifies as a trade secret, as provided in §19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this Proposal response be treated as confidential material and not be released without our written approval.

Prices within submitted Proposals are always open record 'after' the Offer to Purchase is awarded and fully executed.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in §134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

| Item | Page(s) | Section | Topic |
|------|---------|---------|-------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the Proposal response may mean that all information provided as part of the Proposal response will be open to examination and copying. The State considers other markings of confidential in the Proposal document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

| | |
|---|--|
| Company Name: | |
| Authorized Representative (Signature) | |
| Authorized Representative (Type or Print Name): | |

