



## I. DESIGN-BUILD PROPOSAL REQUIREMENTS

### 1.0 INTRODUCTION

The State of Washington Department of Enterprise Services (DES) is soliciting Proposals from the pre-qualified teams to provide design-build services for the **Main Building South Wing Renovation (MB-SWR)** project at Spokane Community College in Spokane, Washington. The primary goals of this project are to address specific instructional shortcomings and general building problems by providing a cost-effective, flexible, and modern higher-education facility to serve as traditional and specialized classroom spaces; faculty office spaces and suites; and student centered collaborative study spaces. All to aid in providing a fully immersive learning environment and student experience.

The successful Proposer will deliver an innovative, highly-efficient design that will provide a modern higher-educational facility that reflects the Mission of SCC and the College's Core Themes, Vision, and Values. Additionally, the final building solution must:

- A. Provide a new south elevation expression that offers retail frontage to specific programs and enhances the shift of the "front door" of the campus from the west to the south.
- B. Provide for flexibility within classroom spaces to house a variety of program and instructional needs.
- C. Be a bright and modern facility to learn and work; Include collaborative spaces that feel open and inviting.
- D. Maximize space by using exceptional and creative planning based on collaboration through owner programming and project requirements.
- E. Maximize student and faculty safety.
- F. Be designed and constructed to successfully achieve LEED Silver certification.
- G. Provide thoughtful and innovative design for a high performance project that requires a minimum one year guarantee for energy, operations, and maintenance performance.

DES is a certified public body using the design-build alternative public works contracting procedures authorized under RCW [39.10](#) and the Washington State Capital Projects Advisory Review Board's Project Review Committee. DES expects a collaborative, creative, and productive design-build process involving the design-builder, DES as owner, tenant agencies, and DES consultants.

The following Design-Build teams have been pre-qualified through a previously published Request for Qualifications. Proposals will only be accepted from the following Design-Build teams:

- **Absher/GGLO**
- **Graham/NAC**



## 2.0 PROJECT DESCRIPTION AND RFP INFORMATION

The MB-SWR will be located on the Spokane Community College campus at 1810 North Greene Street, Spokane, WA 99217. The building, identified as Main Building is Building Number 1 on the SCC campus. It is located at the south central edge of the 148 acre campus. The building is bordered to the south by Mission Avenue, to the north by the inner campus and to the east and west by campus parking.

The south wing of Main Building was originally constructed in 1958. The building is now reaching the 60 year mark and is in need of major renovation.

### Scope:

The MB-SWR includes the renovation of 50,849 gross s.f. of existing space and the addition of 6,969 gross s.f. of new space. The need for the project arises out of numerous current problems being experienced within the building. The classrooms are not appropriately sized or equipped to meet the demands of the College, and space is not efficiently laid out to optimize the area within the building's footprint. Many spaces lack appropriate electrical, telecommunications, and audiovisual systems to support current instructional delivery modes. Instructional spaces lack flexibility and functionality. The exterior envelope and building infrastructure systems are approaching the end of their useful lives, causing excessive maintenance and operating costs. There is also a need to deal with building code deficiencies and to solve ADA/accessibility problems.

Renovation and expansion of the existing south wing will provide flexible, appropriately sized instructional space equipped with modern infrastructure to meet current energy, life safety, accessibility, and seismic codes as well as providing a quality teaching, learning and social environment for students and faculty. Building systems improvements will include new exterior glazing, insulation, HVAC, plumbing, electrical, lighting, telecommunications, and audio visual systems. Work will also include associated site development including the extension of existing utilities, storm water, relocation of an existing gas service line and gas meter, vehicle access and parking, pedestrian sidewalk connectivity, renovations and addition to the existing fire sprinkler and fire alarm system and other minor support facilities.

### Budget:

The maximum allowable design and construction cost (MADCC) for the Project, which cost is inclusive of the design and all other services to be performed under the design-build contract, is **\$20,276,000**. Washington State Sales Tax is not included in this amount.

### Schedule:

Substantial Completion of the building and site is to be achieved not later than by March 29, 2019. Final Completion shall be not later than July 1, 2019. The project shall be submitted for permit on or before June 30, 2017 before new energy code requirements take effect.

### Performance:

Energy Performance: The project will be a high performance project and requires a 12 month guarantee for energy, operations, and maintenance performance. The performance requirements shall extend to the areas of the project that are within the LEED boundary. This would include the new addition and the major renovation areas in the south wing. Subject to USGBC approval and the final LEED submittal from the D/B team, we are not anticipating that the LEED boundary would include non-renovated areas of the building or HVAC equipment serving non-renovated areas, even if connected to



a new chiller. It may end up including the non-renovated area that was served by the Dual Duct system (see mechanical

description, Section IV). The DB team is responsible for completing all program submissions and for paying all fees related to these submissions.

The project will comply with all identified code and program standards and shall achieve a minimum of LEED 2009 Silver certification. The project has been registered by the owner.

There are certain LEED credits that will be mandatory, not allowed and others are optional. See **Appendix X** for the LEED score sheet that has the mandatory credits filled out in the YES/NO column. This includes a minimum point level for select credits.

The project is required to earn the Energy Star targets for new construction and major renovation for the areas of the project within the LEED boundary. The project must be submitted via the Energy Star website and receive a plaque as part of the requirements during the 12-month performance guarantee.

The project is required to have an Energy Life Cycle Cost Analysis (ELCCA) completed during the design phase in accordance with State Requirements.

The project is required to have a Measurement and Verification Plan for the 12-month performance period which begins 6 months after substantial completion. Install building level electricity meters to track and continuously optimize performance. Include equivalent meters for natural gas and hydronic systems. Install dashboards inside buildings to display and incentivize occupants on energy use. Compare actual performance data with the energy design target from the LEED submission. Verify compliance monthly by re-calibrating the model monthly with actual weather data for that month, checking actual occupancies, adjusting simulation schedules for that month, and confirm calibration of equipment. Review energy usage monthly and compare against the model. Present results along with discussion and recommendations to achieve the targeted values to SCC each month.

**Contract Form:**

Design-Build Contract between State of Washington Department of Enterprise Services (Owner) and Design-Builder – The contract form (included in Section II. of this RFP) is a Guaranteed Maximum Price (GMP) contract.

**A. Procurement Process**

1. The Project will be completed using the design-build delivery method, as specified in RCW [39.10](#) and enabling legislation. DES has obtained agency certification to use design-build delivery.
2. This RFP is the second step in a two-step procurement process for the selection of the Design-Builder. Previously submitted Statements of Qualification were evaluated by the Evaluation Committee and the two most qualified (Proposers) have been selected for this phase. Those Proposers who have been invited to proceed to the second step of the procurement process will submit a Design and Price Proposal in response to this RFP. Proposers are advised that this RFP may contain criteria not identified in the RFQ or different from what was identified in the RFQ. In the event of any conflict between the RFQ and the RFP Documents, the RFP Documents shall govern.
3. Proposers are reminded that while the evaluation process under this RFP constitutes a new and different evaluation from that conducted under the RFQ, DES does intend to refer to the Statements of Qualification to evaluate Proposer's qualifications as addressed more specifically in



Article IV. Proposers are expressly advised that to the extent they desire to make a change in their organizational structure, Key Personnel or designated Specialty Subcontractors from what was submitted in the Preliminary Proposal, they must notify DES no later than fourteen (14) days prior to the Proposal Due Date. DES will review such requests and provide a response within seven (7) days of its receipt of such proposed changes, provided, however, that DES shall have no obligation to approve such proposed changes and may approve or disapprove of such changes in its sole discretion.

4. Award of a Design-Build Contract (Contract) will be made to the Proposer in accordance with the processes and requirements set forth in this RFP.
5. Proposers shall provide the best overall design within the MADCC funds available. No preference will be given to Proposers submitting a price proposal below the allocated MADCC. DES reserves the right to negotiate design details with the successful proposer during the post-award design phase.

**B. Milestone Schedule**

DES currently anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to award of the Contract. This schedule is subject to revision and DES reserves the right to modify this schedule as it finds necessary, in its sole discretion.

**Request for Proposal**

- Publish RFP October 28, 2016
- Kick-off Meeting (GoToMeeting) November 2, 2016
  - 10 AM – 11 AM
- Initial Proprietary Meetings November 8, 2016 at Bldg. 50 Conf. Rm. 108
  - 10 AM – 11:30 AM Absher/GGLO
  - 2:00 PM – 3:30 PM Graham/NAC
- Second Proprietary Meetings November 17, 2016 at Bldg. 50 Conf. Rm. 108
  - 10 AM – 12:00 PM Graham/NAC
  - 2:00 PM – 4:00 PM Absher/GGLO
- Last Day for Questions November 29, 2016
- Last Addendum Issued (if necessary) December 2, 2016
- Design and Price Proposals Due December 09, 2016
- Presentation by D/B Teams December 13, 2016
- Announce Successful D/B Team December 13, 2016

**Contracting**

- Negotiation of Final GMP December 14-20, 2016
- Review/Approval December 21, 2016 – January 20, 2017

**Contract Award/NTP** January 20, 2017

**Substantial Completion** March 29, 2019





### C. DES's Point of Contact and Project Reference

DES' sole point of contact for this Project (except for building tours, see section 3B) shall be Gloria Miller, AIA, Project Manager (Point of Contact). Ms. Miller is the only individual authorized to discuss this RFP with any interested parties, including Proposers. All communications with Ms. Miller about the Project or this RFP shall be via email. Proposers contacting other DES officials, consultants or tenants regarding this solicitation may be disqualified from competition.

**Gloria Miller, AIA**  
**Email: [gloria.miller@des.wa.gov](mailto:gloria.miller@des.wa.gov)**

Proposers are specifically encouraged to contact Ms. Miller throughout the process with questions, comments and/or recommendations regarding the proposal process, specific deliverables or other issues. Clarifications or changes to the RFP process resulting from correspondence with Proposers will be issued via Addendum.

### D. Owner Consultants/Technical Support Not Eligible to Participate

A previously-selected team of consultant firms led by ALSC Architects with Coffman Engineers, Gorman Preservation Associates, Hill International, and STRATA have prepared Basis of Design documents including a detailed architectural program, performance requirements, and contract documents. These team members are not eligible to serve on design-build teams. All Proposers are prohibited from contacting or communicating with any of the consultants to solicit technical, legal, financial, contractual, or any other type of advice or information relative to the Project.

### E. Evaluation Committee

The Evaluation Committee is comprised of two DES Project Managers, Gloria Miller and Debra Delzell, two CCS representatives, Dr. Ryan Carstens and Clint Brown, and an ALSC Architects representative. Other technical, legal, and financial consultants, and/or DES staff with expertise in fields such as capital project management, operations and maintenance, engineering, design, construction, may serve as advisors to the Evaluation Committee. The Evaluation Committee shall review Proposals in accordance with the criteria defined in this RFP and in the best interest of the state.

### F. Proposal Requirements

Section IV describes specific information that must be included in the Design and Price Proposals. The format for the presentation of such information is also described in Section 4.B. Design Submittal: Design-Build Technical Proposal.

DES reserves the right to conduct an independent investigation of any information, including prior experience, provided in the Proposal or SOQ by contacting project references, accessing public information, contacting independent parties, or any other means.

### G. RFP Documents

The documents included in this RFP consist of the following:

#### **REQUEST FOR PROPOSALS**

##### **I. Design-Build Proposal Requirements**

1. Introduction
2. Project Description and RFP Information
3. Pre-Submittal Procedures and Requirements



4. Proposal Content
5. Submission Details

**II. Design-Build Contract**

**III. Design-Build Contract Management**

- 01 11 00 Summary of Work
- 01 23 00 Enhancements
- 01 29 73 Schedule of Values
- 01 31 00 Project Management and Coordination
- 01 31 19 Project Meetings
- 01 33 23 Submittal/Shop Drawings
- 01 35 23 Special requirements / Owner Safety
- 01 35 43 Environmental Procedures
- 01 35 53 Security Procedures
- 01 45 16 Field Quality Control Procedures
- 01 45 23 Special Testing and Inspections
- 01 51 13 Temporary Electricity
- 01 53 23 Temporary Heating, Cooling, Ventilating
- 01 51 33 Temporary Telecommunications
- 01 52 13 Temporary Field Office
- 01 52 19 Temporary Sanitary Facilities
- 01 55 00 Vehicular Access and Parking
- 01 56 13 Fire Separation Barriers
- 01 56 16 Temporary Dust Barriers
- 01 56 26 Construction Fencing and Barricades
- 01 56 33 Temporary Security Barriers
- 01 58 00 Project Identification
- 01 61 00 Common Product Requirements
- 01 73 16 Erection
- 01 77 19 Closeout Requirements
- 01 78 23 Operation and Maintenance Manuals
- 01 78 36 Warranties
- 01 78 43 Spare Parts
- 01 78 46 Extra Stock
- 01 78 39 Project Record Documents
- 01 79 00 Demonstration and Training

**IV. Design Program – Narratives**

- 1.0 Project Origination
- 2.0 Basic Code & Regulatory Requirements
- 3.0 Site
- 4.0 Sustainability & LEED



- 5.0 Architectural
- 6.0 Landscape
- 7.0 Site / Civil Design
- 8.0 Structural Design Criteria
- 9.0 Conveyance Systems
- 10.0 Mechanical System General Requirements
- 11.0 Plumbing Design Criteria
- 12.0 Heating, Ventilating and Air Conditioning Design Criteria
- 13.0 Fire Protection Design Criteria
- 14.0 Commissioning
- 15.0 Electrical – Power Distribution Design Criteria
- 16.0 Electrical – Lighting Design Criteria
- 17.0 Integrated Security System Design Criteria
- 18.0 Telecommunication Infrastructure Design
- 19.0 Audiovisual Spaces Design Criteria

**V. Design Program – Space Program, Room Data Sheets, Drawings and Diagrams**

- 1.0 Introduction and Overview
- 2.0 Program Descriptions
- 3.0 Space Requirements
- 4.0 Program Goals
- 5.0 Room Data Sheets
- 6.0 Equipment Matrix

**APPENDICIES**

- 1. SUPPORT MATERIAL
  - A. Request For Qualifications
  - B. RFQ Addendum 1
  - C. Geotechnical Report
  - D. Asbestos and Lead Survey
  - E. Survey Information
  - F. Owner Project Requirements
  - G. CCS District Facilities Construction Standards 2015
  - H. Record Drawings
- 2. PROPOSAL FORMS
  - A. Release of Liability for Use of CAD Drawings
  - B. Acknowledgement of Receipt of RFP and/or Addendum
  - C. Energy Life Cycle Cost Spreadsheet
  - D. Proposed LEED Project Checklist
  - E. Base Contract Price Proposal Form
  - F. Price Proposal Cost Estimate
  - G. Not Used



- H. Exceptions/Qualifications to RFP Scope
- I. Proposal Stage Memorandum of Understanding (Honorary Agreement)
- J. Design-Builder/Owner Responsibility Matrix
- K. Diverse Business Inclusion Plan

Proposers interested in the use of the Survey CAD documents listed in the **RFP Appendix I.E.** Survey Information, shall notify DES's Point of Contact and furnish an executed release of liability statement in the form set forth in RFP Appendix II.A., Release of Liability for Use of CAD Drawings. Proposer's execution of such release of liability statement is a condition precedent to using this media.

Section II of the RFP contains the proposed Design-Build Contract. Each Proposer shall review the proposed contract and provide comments regarding any aspect of the contract, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such comments will be submitted to DES's Point of Contact as soon as possible but no later than 20 days prior to the proposal due date. DES will review all comments received and, if it deems appropriate, in its sole discretion, may modify such contract through Addendum. Proposers shall base their Proposals on the terms and conditions of the Design-Build Contract included in the latest issued Addendum.

### 3.0 PRE-SUBMITTAL PROCEDURES AND REQUIREMENTS

This Section 3.0 provides general information, procedures, and requirements related to the pre-submittal period to be followed by all Proposers.

Proposer shall provide DES, within five (5) business days of its receipt of this RFP, the acknowledgement form set forth in **Appendix II.B.**, Acknowledgement of Receipt of RFP and/or Addendum, which shall serve to acknowledge that Proposer has received this RFP and identify Proposer's representative, who shall be Proposer's single point of contact for the receipt of any documents, notices and addenda associated with this RFP. Proposer also shall provide similar acknowledgements for addenda issued to this RFP.

The RFP Documents, as well as any addenda to the RFP Documents, will be issued in electronic format and/or hard copy as appropriate.

#### A. Proposer's Pre-Submittal Responsibilities and Representations

Each Proposer shall be responsible for thoroughly reviewing the RFP Documents, including any Addenda issued to such documents, and any and all conditions which may in any way affect its Proposal or the performance of the work on the Project, including but not limited to:

1. Examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;
2. Visiting the Project Site and becoming familiar with and satisfying itself as to the general, local, and site conditions that may affect the cost, progress, or performance of its work on the Project;
3. Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project; and



4. Determining that the RFP Documents with Addenda are sufficient to indicate and convey understanding of all terms and conditions for the performance of Proposer's work on the Project.

Each Proposer is responsible for promptly giving DES written notice of: (a) all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFP Documents; and (b) aspects of the RFP Documents that Proposer does not understand. Any failure to do so shall be at Proposer's sole risk, and no relief for error or omission will be provided by DES.

#### **B. Meetings and Site Visits**

Both teams will be required to attend a GoToMeeting kick off meeting to be hosted by DES's design build procurement consultant. Finalist will not be permitted to be physically present at the design build procurement consultant's office for the meeting.

The Owner has established two Proprietary Meetings with each of the short-listed DB Teams. The purpose of the Proprietary Meeting is to permit the short-listed DB Teams to ask DES/CCS questions to help prepare responses to the RFP and for DES/CCS to evaluate how well each Proposer and its Proposed Design-Build Team collaborate with the DES/CCS and propose solutions to address DES/CCS concerns. The DB Teams should treat the Proprietary Meeting as the first Project meeting and should come prepared to address challenges specific to the Project and how the Project Team will address those challenges.

DB Teams will be required to provide Proprietary Meeting minutes to document Proprietary Meeting discussions and clarifications. The meeting minutes should reflect the type of documentation that the DES/CCS should expect during the course of the Project. Any such documentation will not be understood to alter, or reduce in any way the requirements contained in the RFP. Proprietary Meeting minutes will be kept strictly confidential between DES/CCS and the DB Team. DB Team Proprietary Meeting minutes are due within four business days of the meeting.

Proposers may ask questions during the Proprietary Meeting; however, Proposers may not rely on any information provided orally during the Proprietary Meeting unless such information is provided in writing as Addenda to this RFP.

Finalists will be provided ample opportunities to tour the building after the RFP is issued. CCS would prefer tours to be conducted on weekends when there are no classes in session. Finalist will contact John Nuess, CCS Construction Coordinator, at [john.nuess@ccs.spokane.edu](mailto:john.nuess@ccs.spokane.edu) to arrange site tours. CCS anticipates providing limited individual team site tours the day of the Proprietary Meetings. The intent of the tours is to allow D/B Teams an opportunity to view existing conditions and learn more about the building's architecture, structural, MPE, IT and site conditions.

## **4.0 PROPOSAL CONTENT**

This Section 4.0 describes specific information that must be included in the Price Proposal and Design Submittal. The format for the presentation of such information is also described.

Proposals must be executed by the Proposer in the prime firm's name and signed by at least one duly authorized person (accompanied by evidence of authority to sign and bind the Design-Build Team), whose title must appear under the signature. In addition to signatures, names must be typed or legibly printed in blue ink. Proposals shall remain in full force and effect for a period of 120 days after the date such proposals are submitted to DES.



## A. Proposal Format and Requirements

The Proposal shall follow the requirements and format prescribed below. Submittals that do not follow the format prescribed below may be considered non-responsive and may be eliminated from further consideration.

The Proposer's Proposal must be submitted in Adobe PDF format. Submit two (2) USB flash drives, each with one (1) electronic copy of the Proposal. Each USB flash drive requires clear identification with a minimum of the State project number, State project title, and submitters name clearly identified on the exterior of the flash drive. There is no single-sided page limit for the Proposal. The Evaluation Committee will look more favorably on proposals that follow the Proposal format; are easy to read and that are concisely written. Except for charts, exhibits and other illustrative and graphical information, all information shall be prepared in an 8.5" x 11" layout. All printing, except for the front cover of the proposal and any appendices, must be a font of no less than 10-point.

Each section shall be separated by numbered tabs, with the following sections corresponding to the order set forth in Section 4, namely (1) Letter of Submittal; (2) Design Submittal; (3) Operations, Maintenance, Energy, Performance, Sustainability; (4) Management Plan; (5) Base Contract Price Proposal form; (6) Proposal Forms.

Include a Table of Contents with the following sections. Tabs must be used to define each section and should be labeled with the following titles:

1. **Cover Letter:** Identify the contracting parties of the Design-Build Team. Reference the General Contractor and Architect names in the cover letter.
2. **Design Submittal:** Provide Design-Build Technical Proposal as noted in Section 4.B.
3. **Operations, Maintenance, Energy, Performance, Sustainability:** Provide at a minimum:
  - Overall Sustainable Design Strategy: Provide a preliminary LEED score card and narrative on overall strategy to meet or exceed SCC's requirement of a LEED Silver Certified project.
  - Energy Performance Program: Provide an outline of the understanding of the required energy performance program and goals, including, but not limited to, commissioning, warranty scope and duration, and the measurement & verification scope and duration which will be achieved by the Design-Builder's proposal.
  - ELCCA (Energy Life Cycle Cost Analysis) Work Plan: Provide a description of the Life Cycle Cost Analysis process used by the Design-Builder, including software program. See Appendix II.C., Energy Life Cycle Cost Guidelines and Forms.
4. **Management Plan:** Provide at a minimum:
  - Challenges - Identify three (3) key challenges to the Project. One challenge should be related to working in an occupied facility. Propose a strategy to mitigate the potential negative impacts of each challenge; Identify any unique approaches, strengths and/or differentiating resources that will assist the Proposed Design-Build Team to implement the strategy and assist the Owner in achieving its goals.
  - Self Performance - If the Design-Builder intends to self-perform construction work on the Project, provide a detailed description of the scope of work proposed to self-perform; and



a management plan that addresses the manner in which self performance will be priced and executed in a way that protects the best interests of the Owner and the Project.

Subcontractor Procurement - for those subcontractors and subconsultants not proposed as part of the Design-Build Team, describe the Design-Build Team's overall approach to subcontractor and subconsultant procurement for the Project. Describe in detail the Design-Build Team's approach to early subcontractor involvement, including proposed design-build and design-assist subcontractors, and identify which scopes of work are candidates for design-build or design-assist subcontracts.

Construction phasing plan: showing how construction work will be completed in the building.

Outline the use of Design-Builder contingencies within your GMP and the potential use of contingency for building improvements as risk reduces.

Outline how you can work with DES on the potential use of owner contingency as the project progresses and risk reduces in order to improve the project.

Preliminary Design and Construction Schedule: Provide a summary of key milestones on the first page of the design-build schedule.

- 5. Base Contract Price Proposal Form:** Proposers must use RFP Appendix II.E., Contract Price Proposal Form. Proposers must acknowledge on the Contract Price Proposal Form all Addenda issued for the RFP. All blanks on the Contract Price Proposal Form must be completed by printing in blue ink. Provide a copy of the executed proposal form.

Include RFP Appendix II.F., Price Proposal Cost Estimate

- 6. Proposal Forms:** Provide at a minimum:

Include RFP Appendix II.A., Release of Liability for Use of CAD Drawings

Include RFP Appendix II.A., Acknowledgment of Receipt of RFP and/or Addendum

**Exceptions/Qualifications, Deviations and Assumptions:** Provide a clear list of all material exceptions and/or qualifications, deviations, and assumptions used in the preparation of the Proposal. Proposers shall provide any proposed exceptions, qualifications, deviations, and assumptions to any aspect of the minimum requirements of the RFP Documents, including but not limited to the technical and performance requirements of the RFP Documents. Such exceptions, qualifications, deviations, and assumptions to the RFP Documents shall include: (a) complete description of proposed variation or deviation from the RFP design requirements; (b) the effect or changes in end use performance characteristics of such variation or deviation; and (c) the cost or savings benefit to DES for such variation or deviation. Notwithstanding the above, Proposers are on notice that DES is under no obligation to accept any proposed exception, qualification, deviation, or assumption and DES reserves the right to require the successful Proposer to conform strictly to all requirements of the RFP Documents. Use Appendix II.H., Exceptions/Qualifications to RFP Scope form. Appendix II.J., Design-Builder / Owner Responsibility Matrix outlines scope responsibilities between Design-Builder and Owner. Any exceptions or deviations to this Matrix must be identified within the Exceptions /



Qualifications to RFP Scope form. All Proposers are to review all information and Forms noted in **Appendices I and II**, and provide completed forms within their proposals.

Include RFP Appendix II.A., Proposal Stage Memorandum of Understanding (Honorarium Agreement)

Include RFP Appendix II.A., Design – Builder/Owner Responsibility Matrix

**Inclusion Plan:** Provide a Diverse Business Inclusion Plan for the Project on Appendix II.K., Diverse Business Inclusion Plan form. See Section I.5.G.5. Diverse Business Participation.

**Quality Assurance and Testing Program:** This is the program that will be adopted and used by the Design- Build Team specifically for this project. Program must address and incorporate all testing and inspection requirements meeting local codes, standards ordinances and as required by this RFP.

## **B. Design Submittal: Design-Build Technical Proposal**

The following documentation comprises that portion of the Technical Proposal which describes all facets of the Proposed Design Proposal.

The Design-Build Technical Proposal submittal shall illustrate the scale and the relationships of the various programs, concepts, building and site improvements for the project. The design shall be substantial enough to communicate with DES the size, shape, quality and finishes of the proposed facility. This submittal is often referred to as Concept Design documents.

### **MB-SWR RFP Drawing Deliverables:**

1. Conceptual Site plan
2. Conceptual First and second floor plans
3. Enlarged floor plans of Cosmetology and Executive Administration Suite and Large Conference Room
  - a. Include furniture and large equipment
4. West and south building elevations
5. Maximum of (5) rendered perspectives:
  - a. View of exterior looking from the southwest
  - b. View of exterior looking from the southeast
  - c. 3 views left to the discretion of the proposer

## **C. Presentation by D/B Teams**

After submitting their Proposals, the Finalists will participate in a presentation with DES/CCS. The purpose of the presentation will be for the Project Teams to explain their Proposals and communicate their Project Team's ability to meet the DES/CCS stated objectives for the Project. The Project Team should be prepared to discuss with specificity the Project Team's capacity to conduct this work in compliance with the CCS's timetable, budget, and expectations.

## **D. Proposal Stage Memorandum of Understanding (Honorarium Agreement)**



The honorarium will act as a proposal security and may be forfeited as defined below:

1. An honorarium of twenty thousand dollars (\$20,000.00) will be paid to unsuccessful Proposers submitting responsive, acceptable and adequate proposals that comply with the requirements of the RFP as determined by DES.
2. A Proposer may be deemed nonresponsive for failing to follow proposal procedures and requirements, resulting in forfeiture of the honorarium. Honoraria will not be paid until a Design-Build Contract is signed with the selected Design-Build Team.
3. No honorarium shall be paid to any Proposer who voluntarily withdraws from this solicitation prior to submitting a Proposal, that withdraws its Proposal before 90 days after the Proposal due date, or is noncompliant with the RFP.
4. No Honorarium shall be paid to any Proposer who is selected to participate in the Negotiation Phase and who unilaterally withdraws their Proposal during or prior to the completion of the Negotiation Phase.
5. An honorarium shall not be paid to the Finalist Proposer who successfully executes a Design-Build Contract with DES, unless the project is not funded in the 2017-19 Biennium. If the construction/ project is not funded, the successful team will receive the honorarium and their costs to the point where the project is place on hold for funding.
6. The Honorarium Agreement noted in Appendix II.I. Proposal Stage Memorandum of Understanding (Honorarium Agreement) must be executed to receive the honorarium.

## 5.0 SUBMISSION DETAILS

### A. Proposal Evaluation Process

The Evaluation Committee will evaluate Proposals in accordance with the criteria listed below and the best interest of the state. The Evaluation Committee may consider all factors relevant to its decision including but not limited to Proposal content, the skills of proposed team members, references, personal knowledge, and design solution.

The evaluation factors, with the relevant weight, are listed below.

- |   |                  |
|---|------------------|
| <b>1. Proposal and Design Solution</b>  | <b>20 points</b> |
| How well does the proposal and design solution meet the program and proposal requirements? How well does the design solution demonstrate long term value and low life cycle costs to the State of Washington, DES, and CCS? |                  |
| <b>2. Operations, Maintenance, Energy Performance, Sustainability points</b>  | <b>30</b>        |
| How well does the proposed design solution demonstrate sustainable design strategies, operations / maintenance / energy efficiency, and innovation?   |                  |



**3. Management Plan** **40 points**

How well does the management plan address DES/CCS's concerns about operating the building during construction? What innovations is the design builder proposing? What construction contingencies strategies is the design builder providing?

**4. Proposed Contract Amount** **10 points**

Lowest Proposer contract amount will be given 10 points; points to other Proposers will be the percentage of low contract amount divided by their contract amount.

**5. Total Possible Score** **100 points**

Each evaluation criterion has an assigned maximum number of points that demonstrates its relative importance. Each Evaluation Committee Member scores all Proposals. All Evaluation Committee Members' scoring will be totaled for each Proposal for a combined summary score. The selection of the Finalist will be made on the basis of which Proposal has the highest combined score.

**B. Due Date, Time, and Location**

**Proposals must be delivered to, and date/time stamped by E&AS prior to 1:00 pm on Friday, December 9, 2016. If you have delivery questions, please contact Angeline Ernst at 360.407.7965.**

Address submittals to:

Department of Enterprise Services  
Engineering & Architectural Services  
Attn: Gloria Miller, AIA  
1500 Jefferson, Olympia, WA 98501 (hand delivered or courier)  
P. O. Box 41476, Olympia, Washington, 98504-1476 (Mailed)

Neither fax nor email submissions will be accepted. Proposers are responsible for effecting delivery by the deadline above, and late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. DES accepts no responsibility for misdirected or lost proposals.

**C. Questions and Clarifications**

All questions and requests for clarification regarding this RFP are to be submitted to the DES Point of Contact, Gloria Miller, DES Project Manager, via email to [gloria.miller@des.wa.gov](mailto:gloria.miller@des.wa.gov). DES's responses to questions or requests for clarification shall be in writing, and will be accomplished by an Addendum to this RFP. DES will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an Addendum.

DES, in its sole discretion, shall have the right to seek clarifications from any Proposer to fully understand information contained in the Proposal and to help evaluate and score the Proposals.

**D. Negotiation and Award**

Pursuant to RCW [39.10.330\(5\)\(a\)](#), DES may initiate negotiations with the Proposer submitting the highest-scored Proposal, which negotiations may include, in the sole discretion of DES, minor modifications to Proposer's design or pricing terms. If DES is unable to execute a Design-Build Contract



with such Proposer, negotiations with that Proposer may be suspended or terminated and DES may proceed to negotiate with the next highest-scored Proposer.

**1. Award without Negotiations**

DES reserves the right to award the Design-Build Contract without negotiations.

**2. Notice of Intent to Award**

A Notice of Intent to Award will be issued upon the successful conclusion of the negotiation process or upon a decision to award without negotiations.

**3. Proposal Validity**

Proposal terms shall remain in full force and effect for one hundred twenty (120) days after the Proposal Due Date. If award has not been made within one hundred twenty (120) days after the Proposal Due Date, each Proposer who has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

**4. Award and Contract Execution**

Promptly following award, DES will deliver an execution copy of the Design-Build Contract to the selected Proposer, who shall execute and deliver such copy to DES within fourteen (14) days of receipt, together with: (a) performance and payment bonds executed by a surety acceptable to DES, which bonds shall be issued on AIA Document A312; and (b) certificates of insurance acceptable to DES.

**E. Reservation of Rights**

1. In connection with this procurement, DES reserves to itself all rights (which rights shall be exercisable by DES in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:
  - a. The right to cancel, withdraw, postpone, or extend this RFP in whole or in part at any time prior to the execution by DES of the Design-Build Contract, without incurring any obligations or liabilities.
  - b. The right to issue a new RFP.
  - c. The right to reject any and all submittals, responses, and Proposals received at any time.
  - d. The right to modify all dates set or projected in this RFP.
  - e. The right to terminate evaluations of responses received at any time.
  - f. The right to suspend and terminate the procurement process for the Project, at any time.
  - g. The right to revise and modify, at any time prior to the Proposal submittal date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.
  - h. The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.



- i. The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as DES declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- j. The right to hold meetings and conduct discussions and correspondence with one or more of the Proposers responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
- k. The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Proposers.
- l. The right to permit Proposers to add or delete firms and/or key personnel until such time as DES declares in writing that a particular stage or phase of its review has been completed and closed.
- m. The right to add or delete Proposer responsibilities from the information contained in this RFP.
- n. The right to appoint and change appointees of the Evaluation Committee.
- o. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- p. The right to waive deficiencies, informalities and irregularities in a RFP Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- q. The right to disqualify any Proposer who changes its submittal without DES's approval.

## 2. DES Not Obligated for Costs of Proposing

Except for Honorariums paid in accordance with the terms of this RFP, DES assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of any costs incurred or alleged to have been incurred by anyone considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Proposer and its team members.

## F. Protests

This Article F. sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. Such waiver and agreement by each Proposer are also consideration to each other Proposer for making the same waiver and agreement.

### 1. Protests Prior to Submission of Proposals

- a. The Proposer may protest the terms of this RFP prior to the time for submission of Proposals on the grounds that: (a) a material provision in this RFP is wholly ambiguous; (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or (c) this RFP in whole or in part exceeds the authority of DES. Protests regarding this RFP shall be filed only after the



Proposer has informally discussed the nature and basis of the protest with DES's Point of Contact or his designee in an effort to remove the grounds for protest.

- b. Protests regarding this RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.
- c. Protests regarding this RFP shall be filed by hand delivery or courier to DES's Point of Contact as soon as the basis for protest is known to the Proposer, but in any event it must be actually received no later than ten (10) days before the Proposal Due Date, provided that protests regarding an Addendum to the RFP shall be filed and actually received no later than five (5) business days after the Addendum to the RFP is issued.
- d. DES will distribute copies of the protest to the other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protesting Proposer. If other Proposers are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within seven (7) calendar days of the request.
- e. The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest. DES shall decide the protest on the basis of the written submissions. DES shall issue the decision in writing to each Proposer. The decision shall be final and conclusive. If necessary to address the issues raised in the protest, DES will make appropriate revisions to this RFP by issuing Addenda. DES may extend the Proposal Due Date, if necessary, to address any protest issues.
- f. The failure of a Proposer to raise a ground for a protest regarding this RFP shall preclude consideration of that ground in any protest by a Proposer unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

## 2. Protests after Submission of Proposals

- a. A Proposer may protest any determination regarding the evaluation of the Proposals or the proposed award of a Contract by filing a notice of protest by hand delivery or courier to DES's Point of Contact. Such notice shall be provided: (a) no earlier than the day of DES's issuance of the Notice of Intent to Award; and (b) no later than five (5) business days after DES's issuance of the Notice of Intent to Award. The protesting Proposer shall concurrently file a copy of its notice of protest with the other Proposers. The notice of protest shall specifically state the grounds of the protest.
- b. Within seven (7) calendar days of the notice of protest the protesting Proposer must file with DES's Point of Contact a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. The protesting Proposer shall concurrently deliver a copy of the detailed statement to all other Proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence.



- c. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.
- d. Other Proposers may file by hand delivery to DES's Point of Contact a statement in support of or in opposition to the protest. Such statement must be filed within seven (7) calendar days after the protesting Proposer files its detailed statement of protest. DES will promptly forward copies of any such statements to the protesting Proposer.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of DES, a hearing or argument may be permitted if necessary for protection of the public interest or an expressed, legally recognized interest of a Proposer or DES. DES shall issue a written decision regarding the protest within thirty (30) calendar days after DES receives the detailed statement of protest. Such decision shall be final and conclusive. DES shall provide copies of the written decision to the protesting Proposer and the other Proposers. Unless necessary for the successful completion of the Project, as determined in the sole discretion of DES, Design-Build Contract award will not be issued until DES issues its written decision on the protest.
- f. If DES or his designee concludes that the Proposer filing the protest has established a basis for protest, DES or his designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new RFP or taking other appropriate actions.

## G. Miscellaneous

### 1. Public Records Act

All proceedings, records, contracts, and other public records relating to this RFP shall be open to the inspection of any interested person, firm, or corporation in accordance with the RCW [42.56](#), the Public Records Act, and RCW [39.10.470](#), except as provided in subsection (2) below.

### 2. Confidential Records

The term "confidential record" includes trade secrets, as defined in RCW [19.108.010](#), or other proprietary information submitted by Proposer in connection with an alternative public works transaction authorized by RCW [39.10](#). Such confidential records shall not be subject to RCW [42.56](#) if the Proposer specifically states in writing the reasons why protection is necessary, and identifies the data or materials to be protected. RCW [39.10.470](#)(2).

DES will respond to any public records request for identified confidential records by notifying Proposer of the request and of the date that DES will disclose such confidential records unless Proposer obtains a court order directing DES to withhold such confidential records pursuant to RCW [42.56.540](#).

Proposals submitted by design-build finalists are exempt from disclosure until the notification of the highest scoring finalist is made in accordance with RCW [39.10.330](#)(5) or the selection process is terminated. RCW [39.10.470](#)(3).



### 3. Conflict of Interest

DES may, in its sole discretion, disqualify any Proposer from further consideration for the award of the Design-Build Contract if it is found after due notice and examination by DES that there is a violation of the Ethics in Public Service Act, RCW [42.52](#), or any similar statute involving the Proposer in the procurement of the Design-Build Contract.

### 4. Requirement to Keep Team Intact

The team proposed by Proposer, including but not limited to the lead contractor, the designer-of record, Key Personnel, and other individuals identified pursuant to Section I.4.A.3, Team Identification hereof, shall remain on Proposer's team for the duration of the procurement process and, if the Proposer is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a team member change, the proposed change must be submitted in writing to DES's Point of Contact, who, in her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Proposer's team at any time during the procurement process may result in the elimination of the Proposer from further consideration.

### 5. Diverse Business Participation

- a. In accordance with the legislative findings and policies set forth in RCW [39.19](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), and set forth in RCW [43.60A.200](#) for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a Subcontractor basis. However, no preference is included in the evaluation of Proposals submitted in response to the RFP, and no minimum level of minority and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award of the Design-Build Contract. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the Contract Documents will apply.
- b. If Proposer wishes to be considered a diverse business, then the Proposer shall submit evidence of certification by the Office of Minority and Women's Business Enterprises, the Washington State Department of Veterans Affairs, or by self-certification as a Washington Small Business in the Washington Electronic Business Solution (WEBS). Firms must be certified at the time of submittal of the Proposal to qualify for consideration. Interested firms may contact OMWBE at <http://www.omwbe.wa.gov/> or (360) 664-9750 or toll free (866) 208-1064, or DVA at <http://www.dva.wa.gov/BusinessRegistry/Search.aspx> or (800) 562-0132 option '1', or for Washington Small Business self-certification visit WEBS at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx> or contact WEBS Customer Service at [WEBSCustomerService@des.wa.gov](mailto:WEBSCustomerService@des.wa.gov) or call (360) 902-7400
- c. With respect to agency expenditure, the agency aspirational goals are: 10% Minority Owned Business certified by the Office of Minority and Women Business Enterprises, 6%, Women Owned Business certified by the Office of Minority and Women Business Enterprises, 5% Veteran Owned Business certified by the Washington State Department of Veterans Affairs. 5% Washington Small Businesses self-identified in the



WEBS

<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx> (WEBS). These goals are voluntary. Proposers shall pursue targeted outreach to Diverse Businesses as defined herein (a.). Further, Proposers shall advertise opportunities for Subcontractors in a manner reasonably designed to provide Diverse Businesses capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by Diverse Businesses. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from Diverse Businesses. Design-Builder shall provide Diverse Businesses that express interest with adequate and timely information about plans, specifications, and requirements of the Project.

- d. Proposers shall not create barriers to open and fair opportunities for all businesses, including Diverse Businesses, to participate in on this Project and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Proposer shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

**6. Apprenticeship Participation**

If awarded the Design-Build Contract, Proposer must comply with statutory requirements in accordance with RCWs [39.04](#) and [49.04](#).