

REQUEST FOR FINAL PROPOSALS (RFFP) for GC/CM SERVICES

For Proposers on Short-list

1.0 GENERAL

The following is provided as a supplement to the original Request for Proposal (RFP) to assist proposers on the short-list in submitting their final proposal and bid.

2.0 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- 2.1** In submitting its final proposal and bid, the proposer acknowledges that it will provide, for the duration of the project, the full complement of staff designated in its written response to the Request for Proposal.
- 2.2** Proposer acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself to the general and local conditions which can affect the work or its cost.
- 2.3** Proposer acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of these contract documents.
- 2.4** Proposer acknowledges that drawings made a part of this RFFP are for information only, and shall not be used for construction.
- 2.5** Proposer acknowledges that adjoining areas will be conducting normal operations during the work. Proposer should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the work be coordinated with ongoing operations.
- 2.6** Proposer acknowledges that its bid is based upon a schedule and assumptions which incorporate the conditions set forth above, and in the contract documents as defined in the GC/CM contract attached hereto. All components of the contract Documents, whether attached hereto or referenced only, are incorporated by reference and hereby made a part of this RFFP.

- 2.7** Owner assumes no responsibility for any conclusions or interpretations made by proposer based on the information made available by Owner. Should a proposer find discrepancies or omissions in the drawings or specifications, or should proposer be in doubt as to their meaning, the proposer shall at once notify the Owner. If appropriate, the Owner will send written instructions to all short-listed proposers by addenda. Questions received less than seven calendar days before the time for submission of final proposals and bids may not be answered. All addenda issued shall be incorporated into these contract documents.

3.0 PREPARATION OF BIDS

- 3.1** Each proposer is required to submit two bid amounts on the Final Proposal form included in this RFFP. The first amount shall be the GC/CM "Percent Fee," and the second amount shall be for the "Specified General Conditions Work." The terms "Percent Fee" and "Specified General Conditions Work" are defined in the GC/CM Contract included in this RFFP.
- 3.2** Proposer shall comply with the following instructions in preparing its Final Proposal and bid.
- 3.2.1** State the GC/CM Percent Fee as a percentage, and multiply it by the estimate of the Maximum Allowable Construction Cost (MACC) stated on the Final Proposal Form to determine a single dollar amount for the Percent Fee. The dollar amount for the Percent Fee will be added to the dollar amount for the Specified General Conditions Work to determine a single amount, which shall be the proposer's total bid.
- 3.2.2** In completing the Final Proposal Form, the proposer must enter a percentage for the Percent Fee and a dollar amount for the Specified General Conditions Work. No other entries, modifications, or qualifications shall be made to the bid. Failure to comply in full with these requirements shall be grounds for a final proposal being declared nonresponsive. The Owner reserves the right to reject any or all final proposals and to waive as an informality any non-material irregularities in the final proposal forms received.
- 3.2.3** Proposer shall review the Cost Responsibility Matrix and prepare their fees in accordance with that document.

- 3.2.4** The proposer's business name, address, other contact information, Contractor's Registration Number, UBI Number, and Employment Security Department number of the proposer shall be typed or printed on the Final Proposal Form in the space provided.
- 3.2.5** Final proposals must be (1) submitted on the Final Proposal form furnished by Owner or a copy of this form, and (2) manually signed in ink by an authorized representative of the proposer. The person signing the Final Proposal Form must initial each page.
- 3.2.6** Proposers shall submit bids in the format provided on the Final Proposal Form. Only the amounts and information required on the Final Proposal Form furnished by the Owner will be considered as the final proposal. All blank spaces must be filled in.
- 3.2.7** Receipt of all addenda must be acknowledged by identifying the addendum number in the space provided in the Final Proposal Form.
- 3.2.8** Bids shall be accompanied by a bid bond.

4.0 TAXES

The proposal shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the Total Bid.

5.0 SUBMISSION AND WITHDRAWAL OF BIDS

- 5.1** Final Proposals and proposal modifications shall be submitted in sealed envelopes or packages up to **3:00 pm on February 4, 2016** at:

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

Such proposals shall be (1) addressed to the Dept. of Enterprise Services and (2) show the project name, proposal submittal deadline date and time, and the name and address of the proposer.

- 5.2 Receipt of final proposals and proposal modifications by facsimile, email, telephone, or orally will not be considered.
- 5.3 A proposer may withdraw its final proposal by submitting a written request to the address noted in paragraph 5.1 above before the proposal submittal deadline. DES will return the final proposal unopened after a Contractor has been selected for MACC negotiations by the Owner.

6.0 LATE SUBMISSIONS

- 6.1 Any final proposal, proposal modification, or request to withdraw a final proposal that is received after the deadline set forth herein will not be considered.
- 6.2 The only acceptable evidence to establish the time of receipt at the office designated in this RFFP is the time/date stamped or printed by Owner on the bid envelope or package or other documentary evidence of receipt maintained by Owner.

7.0 DIVERSE BUSINESS INCLUSION PLAN

The finalists will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with the Legislative findings and policies set forth in Chapter 39.19 RCW, 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 on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted at the time of finalist interviews, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award of the GC/CM Contract. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the contract documents will apply. Further instructions will be included in the RFFP.

8.0 APPRENTICESHIP UTILIZATION REQUIREMENTS

Mandatory apprentice utilization of at least 15% of the total labor hours worked on the contract is required. Apprentices must be registered as

apprentices with the State Apprenticeship and Training Council. Contractor shall comply with the requirements of the contract documents related to apprenticeship. Proposers may contact the Department of Labor & Industries, Apprenticeship Program at 360-902-5320 to obtain information on apprenticeship programs.

9.0 FINAL SELECTION

Final selection of a Contractor for MACC negotiations will be made consistent with the requirements set forth in the Request for Proposal.

10.0 PRECONSTRUCTION SERVICES – WORK PLAN AND AGREEMENT

Within seven (7) days of notification of its selection for MACC negotiations, the Contractor with the highest scoring proposal will be required to submit a Preconstruction Work Plan for Work During Preconstruction (Work Plan) in accordance with Article 5 of the GC/CM Contract.

The Owner has established an estimated allowance of \$250,000 for this Preconstruction Work, excluding Washington State Sales Tax.

The Work Plan shall include a schedule of the activities included in the scope of work for Preconstruction Services, the anticipated number of hours needed to complete each activity, and the name(s) of the individuals that will be used to complete each task and an hourly rate for each individual the Contractor intends to use to accomplish the tasks assigned. The hourly rates multiplied by the number of hours needed to complete all tasks shall, unless adjusted pursuant to mutual agreement of the Owner and Contractor, constitute the total compensation for Preconstruction Services.

If the Work Plan is not satisfactory the Owner will advise the Contractor of the shortcomings in the Work Plan. The Contractor will not be entitled to any compensation under this paragraph until a Work Plan, satisfactory to the Owner, is provided and an Agreement for Preconstruction Work is executed. Failure to submit a Work Plan within twenty-one (21) calendar days of the Contractor's selection for MACC negotiations, that is acceptable to and approved by the Owner, may result in the Owner canceling the Contractor's selection. The Owner may then, at its discretion, begin discussions with the next highest rank proposer.

Subject to approval of the Work Plan by the Owner, the Contractor shall immediately execute an Agreement for Preconstruction Services, as included in this RFFP, which shall be solely for the performance and payment of Preconstruction Services.

11.0 MACC NEGOTIATIONS AND GC/CM CONTRACT

At the time a MACC is successfully negotiated, the parties will sign the GC/CM Contract, which contract will supersede and incorporate all of the terms of the Agreement for Preconstruction Services into the GC/CM Contract, thereby merging the two agreements.

Should the Contractor and Owner not agree on a MACC the Owner may cancel the negotiations and begin negotiations with the next highest ranked proposer. Should the Owner choose to cancel the negotiations upon failure to agree upon a MACC, such cancellation will be effective upon receipt of written notification by the Contractor. Contractor shall not be reimbursed for the MACC negotiations; however, the Contractor will be paid in accordance with the Agreement for Preconstruction Services, for any preconstruction work performed prior to the date the MACC negotiations are cancelled. Contractor shall not be entitled to any other compensation, damages, loss of profits, or payment of any kind.

12.0 BID AMOUNTS

12.1 After Proposals have been opened and the bid amounts read, the calculation of the Percent Fee bid amount will be checked for correctness. A discrepancy between the Percent Fee percentage and the Percent Fee bid amount shall be resolved by accepting the Percent Fee percentage as correct and making any necessary adjustment in the Percent Fee bid amount. The Owner shall mathematically correct, where necessary, the summation of the Total Bid amount.

12.2 The proposer's total bid amount as included on the final proposal form shall be valid until execution of the GC/CM Contract between the Owner and the selected contractor, and the total bid amount shall be included as part of the total contract cost.

END OF SECTION