



# 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 **Center for Advanced Manufacturing Technologies** project on Clover Park Technical College in Lakewood, Washington. The primary goal of this project is to provide a cost-effective, highly flexible, and modern higher-education facility serving applied-technology and manufacturing programs that will replicate best industrial practices and provide CPTC students with a fully immersive learning experience. The successful proposer will deliver an innovative, highly-efficient design that will reflect the modern technical and industrial functions housed within, yet will fit well within the context of the CPTC Lakewood campus. Additionally, the final building solution must:

- A. Provide flexibility for inevitable future change in the programs housed within and in the process and equipment taught.
- B. Be a bright & inviting place to learn and work
- C. Reflect the “real-world” of industry where the students will pursue their careers
- D. Maximize student and faculty safety in the shop environment
- E. Be designed and constructed to successfully achieve LEED Silver certification.

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:

- **D-B Team #1**
- **D-B Team #2**
- **D-B Team #3**

## 2.0 PROJECT DESCRIPTION AND RFP INFORMATION

The Project is currently planned to consist of a cost-effective and operationally efficient specialized industrial education facility located at the site currently occupied by Building #22 on the Clover Park Technical College 4500 Steilacoom Blvd. SW, Lakewood, WA 98499. The campus has identified a site of approximately 6-acres bounded by Redwood Drive to the north, Perimeter Road to the west, a main campus pedestrian pathway to the south and the parking area for Buildings 23 the east.

Size:



The building is programmed to total 63,000 Gross Square Feet (gsf). Work will also include demolition of the existing Building 22 and associated site development such as extension of existing utilities, stormwater, control, vehicle parking, other minor support facilities. In addition to providing and installing certain new industrial equipment, the project will also include relocation and installing of existing equipment from shops at the CPTC Lakewood and Puyallup campuses into the new facility.

As a proposal alternate, the Design-Builder will provide for the design and construction of improvements to the existing Hageness Drive campus entrance as generally described in the CPTC Campus Master Plan.

**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 **\$33,000,000**. 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 June 30, 2019. Transfer and installation of identified equipment from their current location shall commence after 20 June 2019 and be complete not later than 1 September 2019. Final Completion shall be not later than 1 August 2019.

**Performance:**

The project will comply with all identified code and program standards and shall achieve a minimum of LEED v4 Silver certification.

**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 three 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 forty-five (45) days prior to the Proposal Due Date. DES will review such requests and provide a response within fourteen (14) 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 September 15, 2016
- Kick-off Meeting September 21, 2016
- Initial Proprietary Meetings September 29, 30, 2016
- Second Proprietary Meetings October 19, 20, 2016
- Third Proprietary Meetings November 08, 09, 2016
- Last Day for Questions November 21, 2016
- Last Addendum Issued (if necessary) November 23, 2016; 1:00 pm
- Design and Price Proposals Due December 02, 2016
- Presentation by D/B Teams December 06, 2016
- Announce Successful D/B Team December 08, 2016
- Debrief of Unsuccessful Finalists December 12, 13, 2016  
(if requested)

**Contracting**

- Negotiation of Final GMP December 09-15, 2016
- Review/Approval December 16-30, 2016

**Contract Award/NTP**

January 05, 2017

**Substantial Completion**

June 30, 2019

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

DES' sole point of contact for this Project shall be Yelena Semenova, AIA, Project Manager (Point of Contact). Ms. Semenova is the only individual authorized to discuss this RFP with any interested parties, including Proposers. All communications with Ms. Semenova 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.

**Yelena Semenova, AIA**

**Email: [yelena.semenova@des.wa.gov](mailto:yelena.semenova@des.wa.gov)**



Proposers are specifically encouraged to contact Ms. Semenova 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 Schreiber Starling & Whitehead Architects with LPD Engineering, Hough Beck & Baird, Lund Opshal, Wood Harbinger, Summit Engineers; Hart Crowser, Pinnacle Engineering, and The Robinson Company have prepared Basis of Design documents including a detailed architectural program, performance requirements, and contract documents.

These consultants are not eligible to serve on design-build teams in any capacity. The basis of design documents will be made available to Proposers. Proposers are prohibited from contacting or communicating with any owner consultants to solicit technical, legal, financial, contractual, or any other type of advice or information relative to the Project. All communications are to be through DES's Point of Contact.

**E. Evaluation Committee**

The Evaluation Committee is comprised of Yelena Semenova and one other DES Project Manager, two CPTC representatives, and one Schreiber Starling & Whitehead Architect representative for the private sector. 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 Design and Price Proposals. The format for the presentation of such information is also described in Section I.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**

Z1010 Administration

Z1020 Quality Requirements

Z1030 Temporary Facilities

Z1040 Project Closeout

**IV. Design Program – Narratives**

1000 Architectural and Interior Finishes

1010 Landscape

1020 Operations, Maintenance, Energy Performance and LEED Program

1030 Site / Civil Design

1040 Structural Design Criteria

1050 Conveyance Systems

1060 Mechanical System General Requirements

1062 Plumbing Design Criteria

1064 Heating, Ventilating and Air Conditioning Design Criteria

1066 Fire Protection Design Criteria

1070 Electrical – Power Distribution Design Criteria

1072 Electrical – Lighting Design Criteria

1074 Integrated Security System Design Criteria

1080 Radio System Design Criteria

1082 Telecommunication Infrastructure Design Criteria

1084 Television Distribution Design Criteria

1086 Telephone System

1088 Audiovisual Spaces Design Criteria

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

1. Introduction and Overview

A. Introduction

B. Methods and Process

C. Planning Goals

D. Planning Assumptions

2. Site Development and Outdoor Uses

A. Site Planning

B. Building 22

C. Topography

D. Geotechnical



- E. Utilities
  - F. Stormwater
  - G. Parking Roads and Signals
  - H. Pedestrian Mall and Outdoor Uses
- 3. Program Descriptions
    - A. General
    - B. Programs
      - 1. Manufacturing Technologies
      - 2. Mechatronics
      - 3. Composites
      - 4. Non-Destructive Testing
      - 5. BAS
  - 4. Space Requirements
  - 5. Program Goals
  - 6. Building Layout and Organization
    - A. General
    - B. Building Zones
    - C. Other Considerations
  - 7. Room Data Sheets
  - 8. Industrial Equipment
    - A. General
    - B. Existing Equipment Plans
    - C. Program Equipment Lists and Data

#### APPENDICIES

- 1. SUPPORT MATERIAL
  - A. Request For Qualifications
  - B. RFQ Addendum 1
  - C. Geotechnical Report
  - D. Hazardous Materials Assessment
  - E. Asbestos Survey
  - F. Survey Information
  - G. [Department of Enterprise Services Facilities Design Guidelines and Construction Standards](#)
- 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. Alternates Price Proposal Cost Estimate
- H. Exceptions/Qualifications to RFP Scope
- I. Proposal Stage Memorandum of Understanding (Honorarium 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 30 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 Addendums 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**

The Owner has established three Proprietary Meetings where Finalists will be offered more extensive site tours. Similarly, the site will be made available for Finalists’ inspection as noted below. Please do not request site tours other than at these times.

- |                                |                        |
|--------------------------------|------------------------|
| • Project Kick-Off Meeting     | September 21           |
| • Initial Proprietary Meetings | September 29, 30, 2016 |
| • Second Proprietary Meetings  | October 19, 20, 2016   |
| • Third Proprietary Meetings   | November 08, 09, 2016  |

**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**

Provide seven (7) copies of the proposal in 8.5 x 11 inch 3-ring binder format with the following tabs between clearly defined sections. (Note: 18 x 24-inch Design Submittal drawings must be submitted in a separate bound set.)

Also, provide two (2) thumb drives with complete electronic PDF copy of proposal, design submittals, and all forms (if original forms are in Excel, please submit in same format).

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. **Base Contract Price Proposal Form:** Proposers must use RFP Appendix II.E., Base Contract Price Proposal Form. Proposers must acknowledge on the Base Contract Price Proposal Form all Addenda



issued for the RFP. All blanks on the Base Contract Price Proposal Form must be completed by printing in blue ink. Provide a copy of the executed proposal form.

3. **Team Identification:** Provide an organizational chart listing Design-Build team members, responsibilities and reporting paths. List all primary design professional and design-build subcontractors in proposal.
4. **Proposer's Plan:** Plan for facilitating DES and Clover Park Technical College's involvement in its Design Process. Identify post-award design meetings, DES and CPTC's review and approval process, milestone decision dates in support of the overall schedule.
5. **Overall Sustainable Design Strategy:** Provide a preliminary LEED score card and narrative on overall strategy to meet or exceed CPTC's requirement of a LEED Silver Certified project.
6. **Design Submittal:** Provide Design-Build Technical Proposal as noted in Section I.4.B.
7. **Project Approach Additions**

Outline the work you plan on self-performing within the contract scope and how you will ensure your work is competitive with subcontracting.

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.
8. **Energy Performance Program:** Provide an outline of the energy performance program and goals, including, but not limited to, commissioning, warranty scope and duration, measurement & verification scope and duration, and the EUI target which will be achieved by the Design-Builder's proposal.

Provide clear and thorough explanation of tenant requirements and responsibilities as occupants of the building, including ongoing maintenance and operations, in order to achieve the targeted EUI.

Provide an energy model based on your proposed design.
9. **ELCCA (Energy Life Cycle Cost Analysis) Work Plan:** Provide a description of the Life Cycle Cost Analysis process used by the Design-Builder. Provide an overview of the alternatives considered. Provide a rationale for the final design decision relative to the ELCCA conducted by the Design-Builder. See Appendix II.C., Energy Life Cycle Cost Guidelines and Forms.
10. **Preliminary Design and Construction Schedule:** Schedule is to be no smaller than 11 x 17 inches and may be folded to fit into proposal summary binder. Provide a summary of key milestones on the first page of the design-build schedule.
11. **Proposed Guaranteed Maximum Price:** See Base Contract Price Proposal Form provided in Appendix II.E.
12. **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.



13. **Safety and Health Program:** The safety and health program adopted and used by the Prime Contractor firm of the Design-Build Team. Program must address and incorporate all applicable federal, state, and local safety and health requirements.
14. **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.
15. **Outline Specifications:** Provide an outline only for prescriptive specifications utilizing the CSI Master Format as noted in Section I.4. B. Design-Build Technical Proposal Requirements.
16. **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.
17. **Price Proposal Alternates:** The following are alternates to the RFP that the Design Builder shall provide pricing per the Appendix II.G., Alternates Price Proposal Cost Estimate Form.
  - a. Alternate 1.0: Improvements to Hageness Circle

#### **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 including supporting data such as Life Cycle Costing, LEED Pathway Assessment, Quality Assurance, and Code Compliance.

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 Schematic Design documents.

**Outline specifications for Design Solution Submittals shall be limited to a maximum of 90 sheets double sided (180 pages). Provide nine (9) each 18x24, bound sets of the drawings listed. Include a Cover Sheet with full design-build team identification and drawing index.**

1. Site / Civil
  - a. Master plan development or site plan concept, including preliminary design for the following:



- i. Identify Limits of the Work.
    - ii. Roof Plans/footprints of schematic building locations.
    - iii. Grading, drainage and preliminary cut and fill calculations.
    - iv. Vehicular and pedestrian circulation and perimeter access control.
    - v. ADA Parking Requirements.
    - vi. Fire Department Access and Circulation.
    - vii. Utility Service locations (transformer, generators, etc.).
    - viii. Site ADA Requirements.
    - ix. Landscape areas.
  - b. Identify existing utility locations/R.O.W./easements.
  - c. Coordinated new utility service locations (i.e., utility transformers, exterior generators, etc.).
  - d. Site Survey: Provided by DES with RFP
  - e. Soils Investigation: Provided by DES with RFP; provide interpretations by Design-Build team's geotechnical member.
  - f. Context/Urban Design Narrative describing:
    - i. the context of the project within the campus and surrounding community,
    - ii. architectural style, scale and spatial structure of Camp Murray
  - g. Concept Site/Civil Design Narrative describing:
    - i. Codes, standards
    - ii. Overall site features.
    - iii. Grading.
    - iv. Drainage (storm water runoff, retention, detention).
    - v. Utilities connections and service.
    - vi. Vehicle circulation and parking areas.
    - vii. Pedestrian circulation.
    - viii. Site lighting.
    - ix. Landscape Narrative.
2. Architectural
  - a. Floor Plans. Include schemes, based upon the RFP requirements, for the following:
    - i. Identification of all major spaces (programmed areas, electrical rooms, mechanical rooms, shafts, chases, vertical transportation).
    - ii. Names and net SF of individual areas/rooms/spaces.
    - iii. Area separations (walls, floors, ceilings, roofs).
    - iv. Occupancy separations (walls, floors, ceilings, roofs).
    - v. Accessibility provisions.
    - vi. Overall dimensions and grid dimensions.
    - vii. Finish Floor elevations.
    - viii. Provide plans at minimum of 1/16 inch scale.
  - b. Concept Elevations.
  - c. Concept Sections. These should be cut to clearly illustrate the relationship between single and double height spaces.
  - d. Code Analysis:
    - i. Occupancy load/classification.
    - ii. Type of construction.
    - iii. Exiting requirements.
    - iv. Area separation/fire walls.
    - v. Height Restrictions.



- vi. Locations of setbacks, if any.
- e. Concept Architectural Design Narrative describing:
  - i. Codes, standards and local amendments.
  - ii. Overall Project concept.
  - iii. Functional Concepts including but not limited to:
    - 1) Description of unique processes or specialized equipment that are required by a particular design solution that will be required of the CPTC for the proper operation and maintenance of the facility.
  - iv. Building organization.
  - v. Program comparison with RFP Document.
    - 1) Area calculations for the Building.
    - 2) Program net square footage vs. Design-Build Technical Proposal net square footage and deviations, also tabulate proposed gross square footage.
  - vi. Basic materials and equipment selections.
- 3. Structural
  - a. Concept Structural Design Narrative describing:
    - i. Codes, standards and local amendments.
    - ii. Design Loads:
      - 1) Dead and Live Loads.
      - 2) Lateral Loads:
        - a) Seismic.
        - b) Wind.
    - iii. Proposed Foundation systems.
    - iv. Roof and Floor Framing Systems.
    - v. Proposed structural systems, including lateral systems, and material properties.
- 4. Mechanical
  - a. Concept Mechanical Design Narrative describing:
    - i. Codes, standards and local amendments.
    - ii. Proposed systems for the following:
      - 1) Heating, Cooling and Ventilation.
      - 2) Controls and Instrumentation.
      - 3) Filtration, if special requirements.
      - 4) Plumbing.
        - a) Domestic Water.
        - b) Sanitary Drainage.
        - c) Rainwater Drainage.
        - d) Natural Gas.
        - e) Plumbing Fixtures.
      - 5) Fire Protection System.
    - iii. Connection/addition to existing systems requirements, and new standalone systems.
    - iv. Basic materials and equipment selections.
    - v. Identification of space requirements (for floor plan and interstitial).
    - vi. Identify Utility Companies.
      - 1) Water.
      - 2) Sewer.
      - 3) Gas.



5. Electrical
  - a. Concept Plan (typical room layouts) to include:
    - i. Lighting.
    - ii. Power.
  - b. Schematic Electrical Design Narrative describing:
    - i. Codes, standards and local amendments.
    - ii. Defining of the Design for all electrical systems:
      - 1) Power Distribution.
      - 2) Interior Lighting.
      - 3) Exterior Lighting.
      - 4) Site Lighting.
    - iii. Electrical Equipment.
      - 1) Space requirements, locations, clearances, etc.
    - iv. Utility company vs. Contractor provided facilities.
      - 1) Identify Utility Companies.
        - a) Electric.
    - v. Connection/addition to existing systems requirements, and new standalone systems.
    - vi. Basic materials and equipment selections.
    - vii. Identification of space requirements (interstitial) and structural clearances.
6. Special Low Voltage Systems, Security, Fire and Life Safety, Communications.
  - a. Concept Plan (typical control room and equipment room layouts) to include:
    - i. Control Panels.
    - ii. Special systems equipment organization.
  - b. Special Systems Design Narrative describing:
    - i. Codes, standards and local amendments.
    - ii. Defining of the Design for all Special Systems:
      - 1) Telephone and data.
      - 2) Security systems, interior and exterior.
        - a) Interface with door locking systems.
        - b) Video surveillance.
      - 3) Fire Alarm Systems.
  - c. Special Systems Equipment.
    - i. Space requirements, locations, clearances, etc.
  - d. Connection/addition to existing systems requirements, and new stand-alone systems.
  - e. Basic materials and equipment selections.
  - f. Identification of space requirements (interstitial and site) and clearances.
7. IT / Telecommunications / Secure IT
  - a. Concept Plans to include:
    - i. Equipment Room
    - ii. Typical Telecommunications Room
    - iii. Outside plant telecommunications duct bank.
    - iv. Typical horizontal cabling pathways of buildings.
  - b. Telecommunications Design Narrative describing:
    - i. Codes, standards and specific standards. See Section IV, Design Requirements.
    - ii. Defining the Design for the Telecommunications Infrastructure:
      - 1) Equipment Room functionality.



- 2) Telecommunication Rooms functionality.
  - 3) Horizontal cabling and pathways.
  - 4) Backbone cabling and pathways.
  - 5) Distribution topology.
  - 6) Outside plant duct bank system.
  - 7) Mechanical and electrical supporting systems.
  - iii. Connection/addition to existing systems requirements and existing infrastructures.
  - iv. Basic materials selections.
  - v. Identification of space requirements.
8. Design-Build Alternates (Use Appendix II.H., Alternates Price Proposal Cost Form for Alternate descriptions).

**C. 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 seventy-five thousand dollars (\$75,000.00) 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.

**1. Proposal and Design Solution**

**40 points**



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 the WMD?

**2. Operations, Maintenance, Energy Performance, Sustainability 30 points**

How well does the proposed design solution demonstrate sustainable design strategies, operations / maintenance / energy efficiency, and innovation?

**3. Skills of Proposed Staff 20 points**

How well does the proposed design and construction team demonstrate the skills and competence in high-performance design and construction and its understanding of DES's overall goals for the project?

**4. Proposed Contract Amount 10 points**

The low proposed contract amount is awarded 10 points for this criterion. Higher contract amounts will be scored on a pro rata basis. 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 2, 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: **Yelena Semenova, 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, Yelena Semenova, DES Project Manager, via email to [yelena.semenova@des.wa.gov](mailto:yelena.semenova@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](#).