

# Request for Proposals

## General Contractor Construction Manager (GC/CM)



## New Middle School Mann Middle School Property

**Rick Ring  
Administrator of Business Services  
& Capital Projects**

**Release Date:  
August 14, 2017**

**RFP Submittal Due Date:  
August 28, 2017  
3:00 pm (PST)**

## 1.1 INTRODUCTION

Clover Park School District (Owner) is requesting proposals from prospective General Contractor/ Construction Manager firms (GC/CM Firm or Contractor) for Preconstruction Services and potential construction of the New Middle School on the Mann Middle School Site (Project). This project consists of the construction of a new middle school facility to replace the existing facility on the existing, occupied site. The existing school will remain occupied and operational during construction of the replacement school. Once the new school is completed, it will be occupied and operated while the existing school is demolished and site development takes place.

The selected GC/CM Firm shall:

- Support an integrated GC/CM delivery model together with the Owner, Architect, Parametrix and other consultants to maximize Project value and quality.
- Provide recommendations to the Owner on the use of MC/CM and EC/CM.
- Provide preconstruction consulting services that includes cost estimating, scheduling, phasing, logistics planning, value engineering reviews/recommendations, constructability reviews/recommendations, material selection, building system selection and risk mitigation.
- Provide integrated use of current design and construction technology including Building Information Modeling and Virtual Design and Construction as part of the pre-construction and construction process.
- Assist in determining performance goals with the Project team for designing, planning, and executing the Project.

If the GC/CM Firm is selected to serve as Contractor, the firm shall:

- Solicit and manage subcontractor and supplier procurement and bidding.
- Provide high quality construction services to deliver the project, safely, on time and under budget.

As defined under 39.10 RCW, Alternative Public Works Contracting Procedures, the Owner intends to award a contract for GC/CM services ("GC/CM Contract") utilizing a three-step competitive process to select the Most-Qualified firm. The three-step process is described in Section 4.0.

The Owner's project team includes Owner staff, Parametrix as the GC/CM Advisor and PM/CM Support, Architects Studio Meng Strazzara and consultants. Key Project team members include:

- Rick Ring, Administrator of Business Services & Capital Projects, Clover Park School District
- Bill Coon, Director of Capital Projects/Senior Project Manager, Clover Park School District
- John Boatman, Director of Maintenance & Operations, Clover Park School District
- Latanya Figueroa, Purchasing Manager, Clover Park School District
- Jim Dugan, GC/CM Advisor, Parametrix
- Dan Cody, GC/CM Procurement & PM/CM Support, Parametrix
- Michelle Langi, Project Controls Specialist, Parametrix
- Dennis Erwood, Principal in Charge, Studio Meng Strazzara
- John Goebel, Project Manager, Studio Meng Strazzara

## 2.0 PROJECT DESCRIPTION AND REASONS FOR USING GC/CM DELIVERY

### 2.1 Project Description and Scope

**New Middle School  
Mann Middle School Property  
11509 Holden Rd SW  
Lakewood WA 98498**

The New Middle School will be approximately 128,000s.f., designed to house approximately 1,000 students in grades 6-8, and will be constructed on the existing 22-acre Mann Middle School property located in a residential neighborhood. The current Mann school will be occupied by staff and students during construction. When completed, the new school will incorporate students from both Mann Middle School and Woodbrook Middle School under one roof. The existing Mann Middle School will be demolished when the new building is completed and site development work to support the new facility will take place at its location. The existing Woodbrook Middle School facility will remain “as-is” and is not part of the work of this contract.

The total budgeted MACC/GMP is \$50,000,000 including the cost of the work, GC/CM Risk Contingency, GC/CM Fee, Specified General Conditions, Pre-Construction Services and Negotiated Support Services. Construction is anticipated to be phased, beginning in the Summer of 2018 with completion of the new building by November 2019 for a January 2020 occupation by staff and students. Field sitework (building demolition, playfields, parking, etc.) at the location of the old Mann Middle School is anticipated to be complete by the summer of 2020. Early procurement and bid packages may be utilized to maximize construction efficiency, take best advantage of seasons & weather, meet the project schedule and minimize impacts due to weather and bid climate.

## 2.2 Anticipated Schedule

The Owner intends to complete the GC/CM Firm selection process in a timely manner and execute an agreement for Preconstruction Services by means of a separate, modified AIA A133, Agreement Between the Owner and Construction Manager as Constructor (GC/CM Contract or Agreement).

### GC/CM Procurement Schedule

	Start	Finish
First publication of RFP for GC/CM Services		August 13, 2017 (TNT) August 14, 2017 (DJC)
Second publication of RFP for GC/CM Services		August 21, 2017 (TNT & DJC)
<b>Project Information Meeting (Date &amp; time subject to change.)</b>	<b>August 18, 2017, 1:00pm (PST)</b>	<b>August 18, 2017, 2:00pm (PST)</b>
<b>Last day for RFP questions to be submitted by Proposers for response by addendum</b>		<b>August 22, 2017, 3:00pm (PST)</b>
<b>RFP Response Submittal Deadline</b>		<b>August 28, 2017, 3:00pm (PST)</b>
Open & Score Submittals Received	August 29, 2017	August 30, 2017
Notify Submitters of Short-listed Submitters & Invite to Interview		August 31, 2017
<b>Interviews with Short-Listed Firms</b>	<b>September 14, 2017 9:00am (PST)</b>	<b>September 14, 2017 4:00pm (PST)</b>
Notify Submitters of Most Highly Qualified Firms & Invite to Submit RFFP		September 15, 2017
<b>Last day for RFFP questions to be submitted by Proposers for response by addendum</b>		<b>September 20, 2017, 1:00pm (PST)</b>
<b>RFFP Submittal Deadline &amp; Opening</b>		<b>September 26, 2017, 1:00pm (PST)</b>
Notify Submitters of Scoring and Most Qualified GC/CM		September 27, 2017
<b>Final Pre-Con Work Plan Due</b>		<b>October 4, 2017</b>
School Board Approval of GC/CM Selection		October 9, 2017

GC/CM Agreement w/ Pre-Con Services Executed		October 10, 2017 (estimated)
Pre-Con Services	October 11, 2017	May 2018
MACC/GMP Estimate/Negotiation (90% CD's)	May 2018	June 2018
School Board Approval of MACC/GMP		July 2018
GMP Amendment Executed		July 2018

Dates above are subject to change. Prospective Proposers will be notified by addendum of any changes to the GC/CM Procurement schedule. If the selected GC/CM Firm and the Owner come to the conclusion that the project would benefit from the selection of an Electrical Contractor/Construction Manager (EC/CM) and/or a Mechanical Contractor/Construction Manager (MC/CM), procurement for those services will proceed following execution of the Agreement and Preconstruction Services. If deemed beneficial to the project, the selection of these subcontractors shall be pursuant to the process described by RCW 39.10.385.

### **Design and Construction Schedule**

	<b>Start</b>	<b>Finish</b>
Schematic Design	July 2017	October 2017
Design Development	October 2017	February 2018
Construction Documents	February 2018	June 2018
Early Sitework and Utilities Bidding	TBD	TBD
Subcontract Bidding	July 2018	August 2018
Early Sitework and Utilities Construction	TBD	TBD
New Mann M.S. Building Construction	August 2018	November 2019
Owner New Mann M.S. Building Move-in	December 2019	December 2019
First Day of School in the New Mann M.S. Building	January 2020	January 2020
Demolish Existing Mann M.S. Building	January 2020	February 2020
Sitework Construction @ Mann M.S.	March 2020	July 2020
Final Completion/Closeout	July 2020	August 2020

The above design and construction dates are preliminary and may be adjusted after the project team has evaluated project scheduling. A phased construction schedule is anticipated to minimize impacts on school schedules/operation. Early procurement and bid packages will be considered and may be utilized to maximize construction efficiency, take best advantage of seasons & weather, meet the project schedule and minimize cost impacts due to weather and bid climate.

### **2.3 Funding**

The project will be funded by a combination of existing capital project funds, prior approved bond funds and State SCAP funding assistance. The district currently has funding in place to cover soft costs, project design services, GC/CM preconstruction services and approximately 50% of the project MACC. SCAP funding assistance will be required to supplement the district's available capital funds for the remainder of the project MACC. The project is eligible for State SCAP funding assistance and must meet certain OSPI milestones to qualify for state funds. The contractor may be required to assist the district with State OSPI required documentation.

### **2.4 Reason for Using the GC/CM Delivery Method**

The Owner desires to retain the GC/CM Firm as a partner early in the project to work with the Project team to research and document existing conditions, and refine and confirm overall project goals. These goals

include budget, project scope, project phasing, project schedule and potential bid packages.

By delivering the Project using the GC/CM delivery method, the Owner will benefit from the knowledge and experience of the selected GC/CM Firm to obtain a high-value and high-quality Project on-time and within budget. The Owner believes the success of the Project depends greatly on the knowledge, experience, leadership skills, qualifications, and culture of the selected GC/CM Firm's staff providing preconstruction and construction Services.

The Owner expects that the GC/CM procurement and project delivery method will provide a direct benefit through the following: greater cost certainty associated with the guaranteed maximum price; reduced claim risks; reduced change orders; opportunity to optimize scope, delivery and overall schedule for the work that is subject to critical phasing and schedule requirements.

### **3.0 SCOPE OF GC/CM SERVICES**

#### **3.1 General**

The Owner is seeking a highly-qualified, customer-focused GC/CM Firm, to collaborate and participate as a critical, integrated team member throughout design, preconstruction and construction phases. The successful GC/CM Firm shall demonstrate highly-effective involvement in Preconstruction Services including early scope development, estimating, constructability reviews, value engineering recommendations and risk management. The GC/CM Firm will work closely with the Owner and the design team through design, preconstruction, construction and commissioning to maximize the value and quality of the project and achieve the end goal leading to cost effective construction efficient facility operations and minimized maintenance costs.

The successful GC/CM Firm shall:

- Demonstrate outstanding knowledge and skills in construction management, cost-estimating, collaboration with the Project team, subcontractor and supplier buyout, obtaining maximum value, price competitiveness, local vendor participation and disadvantaged business participation.
- Demonstrate an understanding of the aspects of work in Pierce County and the Lakewood and Tacoma metropolitan areas, including the availability and procurement of products, materials, equipment, freight, labor and other factors effecting price or schedule.
- Demonstrate experience and success working in an occupied, school environment and safely conducting construction activities adjacent to active school activities, school staff, students and the public.
- Demonstrate experience with sustainable design and construction practices and specifically projects which included Washington Sustainable Schools Protocol (WSSP) and/or Leadership in Energy and Environmental Design (LEED).

If selected as the GC/CM Contractor, the GC/CM Firm shall provide all services typical of a general contractor including, but not limited to, CPM scheduling, on-site supervision, subcontractor coordination, safety leadership, construction meeting organization, communications, maintenance of a clean project site, training of Owner operations staff, coordination of Owner vendors such as independent commissioning agent and special inspection agencies, and coordination with Owner contractors with separate, simultaneous contracts related to the work.

#### **3.2 Preconstruction Services**

The GC/CM Firm determined to be the Most-Qualified candidate will be required to submit a Preconstruction Work Plan and budget. Subject to negotiation and approval of the Preconstruction Work Plan and budget, a GC/CM Contract will be executed which will identify an amount solely for the performance and payment of Preconstruction Services. Failure to submit a final Preconstruction Work Plan and budget to the Owner by the date specified in the Request for Final Proposal (RFFP) may render the proposal non-responsive and the Owner may begin negotiations with the next highest-ranked candidate.

During preconstruction, the GC/CM Firm shall work collaboratively and proactively with the Owner and the Owner's Project Manager, Construction Manager, GC/CM Consultant and Architect and other members of the Design Team. The GC/CM Firm shall be responsible for providing necessary consulting expertise

to the Owner to ensure that the program scope is maximized and the construction budget and the project schedule will be met.

The GC/CM Firm shall provide construction management advice during the preconstruction period that includes but is not limited to:

- Recommending cost effective phasing/sequencing of work and construction scheduling based on achieving project goals;
- Identifying alternative construction means/methods/options for cost savings or efficiency of construction, coordinate with Owner & Design Team, track/log their acceptance/rejection and implementation of accepted recommendations into the project documents;
- Identifying products for Value Engineering (VE) and engineering systems for life cycle cost design considerations recommending all work necessary to support their implementation, coordinate with Owner & Design Team, track/log their acceptance/rejection and implementation of accepted recommendations into the project documents;
- Providing cost estimating including Maximum Allowable Construction Cost (MACC) and Negotiated Support Services budgeting;
- Identifying and reconciling constructability issues in the design documents prior to subcontract bidding;
- Identifying and initiating procurement of long lead-time materials;
- Participating in Owner's Design Development and Construction Documents Phase QA/QC
- Review and identify safe work practices;
- Recommending site logistics;
- Assisting in providing information for the Owner's preparation of environmental permit documents;
- Assisting the Owner in providing project updates to the School Board and the public;
- Assisting in public outreach efforts.

### **3.3 MACC Negotiations & GC/CM Contract Award**

Maximum Allowable Construction Cost (MACC)/Guaranteed Maximum Price (GMP) negotiations are expected to occur, pursuant to the GC/CM Agreement, when the scope of the project or phases are adequately defined and the Construction Documents are at least 90% complete, as mutually determined by the GC/CM Firm, GC/CM Advisor, design team and the Owner, but no later than the completion of the Construction Documents. At the time a MACC/GMP for the Project is successfully negotiated, the parties will sign a MACC/GMP Amendment using a modified AIA A133.

The Owner may, with the assistance of the GC/CM Firm, opt to conduct a series of negotiations for selected, smaller, defined bid packages (mini-MACC's), prior to the successful completion of the MACC/GMP negotiation and the executed MACC/GMP Amendment, whereby each negotiation will culminate in determination of a defined portion of the work ("mini-MACC"). Upon successful negotiation of each succeeding mini-MACC the parties shall execute an amendment to the GC/CM Contract reflecting the increase in the Total Contract Cost. The cost of any such packages shall be included in the negotiated and agreed upon MACC/GMP.

### **3.4 Construction Services**

Following successful negotiations of a MACC/GMP, the Owner and the GC/CM Firm will execute a MACC/GMP Amendment and will enter into a construction contract. The GC/CM Firm will provide full general contracting services for construction of the project in accordance with the requirements of the contract documents, except for work specifically indicated in the contract documents to be the responsibility of others.

## **4.0 GC/CM EVALUATION AND AWARD PROCESS**

The Owner intends to contract for GC/CM services on the basis of a combination of qualifications, fees and using a three-step, competitive selection process in accordance with RCW 39.10. All firms submitting proposals must be registered by the Washington State Department of Labor and Industries in accordance

with RCW 18.27.020. All costs incurred by firms choosing to participate in the RFP process shall be borne by the proposing firms.

The process for selection of the GC/CM Firm, negotiation of the MACC/GMP, award of the GC/CM Contracts, and payment for Preconstruction Services is anticipated to be as follows:

#### **4.1 Eligibility**

Qualified firms interested in being considered for selection as the GC/CM Firm may submit a proposal in accordance with the submittal requirements set forth in this RFP.

#### **4.2 Process Summary**

**Step 1:** Responses to the RFP (Firm Qualifications) will be evaluated and well-qualified candidates from that group will be identified and short-listed for interview and further evaluation by a selection committee.

It is the Owner's desire and intent to advance a minimum of two of the highest ranked proposers on to the Interview step of procurement. In the event that only one responsive RFP response is received at the date and time noted in Section 2.2 – Anticipated Schedule, or as modified by subsequent addenda, the Owner reserves the right, at its sole discretion, to either proceed with the procurement process with the single respondent; cancel the RFP and procurement process; or reschedule the due date and time for the RFP and procurement process.

**Step 2:** Candidates selected for further evaluation will be evaluated using a structured and scored interview process. Upon completion of the interview process, highly-qualified candidates will be identified and selected as Finalists.

**Step 3:** Finalists will be invited to submit Final Proposals that consist of pricing that includes the firms proposed costs for Specified General Conditions and GC/CM Fee. Prior to the due date for submission of Final Proposals, Finalists will receive an RFP document that includes Div. 0 & 1 specification sections including a draft of the Owner's form of Agreement, General Conditions, and a detailed matrix of items in the Specified General Conditions and GC/CM Fee. The Finalist receiving the highest combined score as a result of the responses to the RFP, interviews and Final Proposals may be identified as the Most-Qualified GC/CM Firm and selected to negotiate Preconstruction Services and enter into an Agreement with the Owner.

In evaluating the Final Proposals, the Owner reserves the right, at its sole discretion, to reject and remove from consideration any Finalist's submittal if that Final Pricing Proposal is not within 20% of the Low Conforming Final Pricing Proposal Bid. The Owner also reserves the right, at its sole discretion, to reject any or all Proposals and to waive informalities or non-material irregularities in the proposals received.

Interim scoring for Step 1 and Step 2 will not be released during competition to the candidates, public or others. Scoring for all phases will be publically released at the conclusion of the procurement process.

#### **4.3 Agreement for Preconstruction Services**

The Final Proposals will be evaluated and the scores added to the other evaluation scores. The candidate with the highest cumulative score, based on the selection committee's evaluation of the Responses to the RFP, the Interviews, and the Final Proposals, may be identified as the Most-Qualified GC/CM Firm. This firm shall submit a Preconstruction Work Plan and Fees. Subject to approval of the Preconstruction Work Plan and Fees by the Owner, the Contractor and Owner shall execute a Standard Form of Agreement between Owner and Construction Manager as Constructor using a modified AIA A133 Agreement. This Form of Agreement will include information on compensation and payments related to Preconstruction Phase Services.

#### **4.4 Maximum Allowable Construction Cost (MACC)/Guaranteed Maximum Price (GMP) Negotiations**

It is anticipated that MACC/GMP negotiations will occur when the scope of the project is adequately defined and the Contract Documents are at least 90% complete as mutually determined by the GC/CM Firm and the Owner, but no later than the conclusion of Construction Documents. At the time a MACC/GMP for the project is successfully negotiated, the parties will sign a MACC/GMP Amendment using a modified AIA A133.

The Contractor's MACC/GMP estimate or estimates shall be completed no later than 21 days from receipt of the 90% Documents to be used for MACC/GMP Negotiations. In the event that the Owner and the Most-Qualified GC/CM Firm are not be able to reach agreement on a mutually satisfactory MACC/GMP the Owner determines to be fair, reasonable and within the available funds, the Owner reserves the right to terminate negotiations. Should the Owner choose to cancel the negotiations upon failure to achieve a MACC/GMP, such cancellation will be effective upon issuance and receipt of written notification to the GC/CM Firm. The GC/CM Firm will not be reimbursed for the MACC/GMP negotiations. Upon termination of the negotiations, the Owner reserves the right to begin negotiations with the next highest ranked GC/CM Firm.

## **5.0 Response to Request for Proposals (50 points)**

The responses to RFPs will be evaluated on the criteria listed herein and summarized in Section 8.1.

GC/CM Firms are invited to submit clear and concise proposals as set forth below. Proposals will be evaluated for content, completeness, and responsiveness to the criteria listed below and summarized in Section 8.1. Proposal documents shall be compiled in the same order listed below, separated with tabs and labeled by response.

Submittals not meeting the following criteria for format/content may be considered non-responsive and, at the discretion of the Owner, may not be evaluated. Proposals should be limited to forty (40) pages in length, single spaced, double-sided, typewritten pages (minimum 10 point font). The page count does not include the proposal cover sheet, letter of interest, tabs or back cover. Tabs, cover and back cover shall have no substantive written information included, otherwise they will be counted in the in the forty (40) pages. Pages printed on both sides will count as two pages. Resumes will count towards the page limit. All information shall be printed on 8.5-inch by 11-inch paper, except for charts, exhibits, and other illustrative and graphical information which may be 11-inch by 17-inch, but must be folded down to 8.5-inch by 11-inch and each side will be counted as one page (a maximum of four (4) 11"x17" pages will be allowed). Submittals exceeding the page limit may be considered nonresponsive and may not be evaluated.

Note: In the event that only one responsive RFP submittal/response is received at the date/time noted in Section 2.2 – Anticipated Schedule, or as modified by subsequent addenda, the Owner reserves the right, at its sole discretion, to either proceed with the GC/CM procurement process with the single Proposer; cancel the RFP and GC/CM procurement process, or reschedule the due date/time for the RFP and procurement process. In the event that the RFP and GC/CM procurement process is cancelled, the Owner reserves the right, at its sole discretion, to either reissue the RFP for GC/CM Services at a later date, revise the project delivery method (i.e. Design/Bid/Build, etc.), or cancel/postpone the project.

GC/CM Firm candidates shall submit proposals including the information below in the following sequence:

### **5.1 Letter of Interest: (0 points)**

The letter of interest should not be more than two (2) pages and may contain any information not shown elsewhere in the submittals. Also, submit an executed Certification of Suspension and Debarment Form (this form is a requirement for consideration of the Statement of Qualifications). See Exhibit A.

In addition, please include the following information in your Letter of Interest:

- Introduce your firm.
- Important information about your firm that is not provided elsewhere in the Proposal.
- Identify what makes your firm unique and aptly suited to be selected for this work.
- Name, address, telephone number and email address for notifications and addenda.
- Acknowledgement of each addendum issued to RFP.

### **5.2 Staff Qualifications: (16 points)**

Please provide an organizational chart and a narrative staffing plan showing proposed staff, reporting relationships and key responsibilities for each staff member. Describe roles and responsibilities for preconstruction and construction phase services. Clearly identify the key individual(s) who will provide a leadership role for the project and be the day-to-day contact(s) for the Owner. Demonstrate how each



such individual has successfully accomplished a similar role on other projects.

At a minimum, include background information and experience for the staff members who will fulfill the following roles:

- Principal-in-Charge or Corporate Executive
- Project Manager
- Preconstruction Manager
- Project Superintendent(s)
- Project Engineer(s)
- Estimator
- Scheduler
- Safety Officer

The proposer will provide, for the duration of the project, the full complement of staff, including the key individuals identified in this proposal. Staff members proposed will be required to fully participate as proposed and deliver the Project during the entire duration of the schedule. Staff changes proposed by the selected GC/CM Firm after the award of a contract for services will be permitted only by expressed, written permission of the Owner.

Provide detailed resumes for each proposed staff member listed above, including:

- Person's name and proposed role for this Project.
- Education.
- Work history that identifies their employer, type of position(s) held, and time period of employment.
- The following information about the last five (5) completed projects the individual has worked on:
  - Project name.
  - Project Owner.
  - Project location.
  - Project delivery method (Design/Bid/Build, GC/CM, Design/Build, Negotiated).
  - Construction contract value.
  - Completion date.
  - Role of individual on project.
  - Owner's representative name, telephone number and email address.
  - Architect's representative name, telephone number and email address.

The following Contractor's personnel are considered "key personnel" and it is desirable that they meet the following minimum qualifications:

**Principal-in-Charge/Project Executive:**

- Responsible for the overall staffing and oversight of the GC/CM Firm's team during pre-construction and construction phases of the work.
- Engaged on a part-time basis during the pre-construction and construction phases.

**Pre-Construction Manager:**

- Primary point of contact between the Owner, the Architect and the Contractor's team during the pre-construction phase.
- Has a preferred minimum of 8 years of experience on projects of similar size and scope.
- Has successfully completed at least two GC/CM projects as either a Preconstruction Manager or Project Manager and at least one of these projects as Preconstruction Manager.
- Responsible for leading the Contractor's overall effort including drawing review, constructability review and recommendations, value engineering review and recommendations, cost estimating and reconciliation, schedule preparation, recommendations on early procurement and early bid packages and others pre-construction related tasks.
- Engaged on a part-time basis during the pre-construction phase.

**Senior Project Manager:**

- The primary point of contact between the Owner, design team and Contractor's team during the construction phase.
- Has a preferred minimum of 10 years of experience on projects of similar size and scope.
- Has successfully completed at least two GC/CM projects as a Project Manager of comparable size and/or scope.
- Shall have the full authority to act on behalf of the Contractor to negotiate contract terms, execute agreements and supervise all Contractor staff, subcontractors and materials suppliers.
- May also serve as the Preconstruction Manager, if requirements identified above for Preconstruction Manager are met by this individual.
- Engaged on a part-time basis during pre-construction and on a full-time basis and fully dedicated to the Project with no other work commitments during the construction phase.

**Senior Project Superintendent(s):**

- Primary manager on the job site and responsible for day to day supervision and direction of in-the-field construction operations.
- Has a preferred minimum of 10 years of experience on projects of similar size and scope.
- Has successfully completed at least one project of similar size and scope, acting as Project Superintendent, utilizing the GC/CM project delivery method.
- Shall have the full authority to schedule, coordinate and direct the progress of work on the site.
- Shall contribute to the project planning on a part-time basis during the pre-construction phase.
- Engaged on a part-time basis during pre-construction and on a full-time basis and fully dedicated to the project with no other project commitments during the construction phase.
- A minimum of one full-time Senior Project Superintendent shall be dedicated to this project for the duration of construction. If, in the proposers estimation, more than one full-time Senior Project Superintendent or an Assistant Project Superintendent is required to successfully complete the work, please include information on all individuals anticipated to be involved.

**Senior Project Engineer(s):**

- Provides technical support to the Contractor's team during the construction phase.
- It is desirable that the Project Engineer have not less than eight (8) years relevant experience on similar projects and has successfully completed at least one, previous GC/CM project.
- Engaged on a full-time basis and shall be fully dedicated to the project with no other project commitments during the construction phase.
- A minimum of one full-time Senior Project Engineer shall be dedicated to this project for the duration of construction. If, in the proposers estimation, more than one full-time Senior Project Engineer or an Assistant Project Engineer is required to successfully complete the work, please include information on all individuals anticipated to be involved.

**Safety Officer:**

- Oversees and directs the safety and security planning, training, execution and review for the Contractor.
- It is desirable that the Safety Officer has not less than five (5) years relevant experience on similar projects.
- It is desirable that the Safety Officer is OSHA 30 and OSHA 501 trained and be CECSL Certified.
- Engaged part-time during the construction phase.

**5.3 Firm Past Performance on Relevant Projects: (10 points)**

Please provide a description of the history and capabilities of your firm including.

- The types of projects or services the firm normally performs.
- Firm bonding capacity (as of January 1, 2017) and state the ability of the firm to bond this project. List the name, contact person, and telephone number of the firm's bonding agent, and include a statement from the bonding agent committing to bond this project.
- Comparison of firm's current year bonding capacity and project backlog/commitment.

- Provide project information profiles of your firms last five completed (or currently ongoing) projects where the basis of compensation was a negotiated price (Design/Build, Negotiated Contract, GC/CM, etc.) for either public or private customers; profiles should include at least three (3) K-12 education projects and at least three (3) GC/CM projects of similar size, scope, complexity and value similar to this project. For each project provide:
  - Representative project photos
  - A short description of the project
  - Construction start date
  - Planned substantial completion date & actual substantial completion date
    - Reason for late substantial completion, if applicable
  - The initial negotiated price & actual final price
    - Reason for the actual final price exceeding the negotiated price, if applicable
  - Budgeted risk contingency and the amount of risk contingency utilized
  - Reference contacts for both Owner and Designer (include the manager who is familiar with your firm's performance)
  - Note if any of the individuals named in your Project team participated as members of the project team for the profiled project.
  - Clearly indicate which projects were completed using alternative delivery (cost-reimbursable basis (GC/CM, CM/GC or similar), negotiated contract or design build) or had similar elements and services to those delivery methods.
- Provide a summary of your firm's experience working on K12 education projects that:
  - Included meeting WSSP requirements.
  - Have very tight budgets that must be adhered to.
  - Work areas are in close proximity to active/operational student areas
  - Work areas are located in densely populated residential areas
  - Work areas border or are next to lakes/rivers/streams and have shoreline or wetlands related requirements.
- Describe how you met any of the aforementioned challenges with the facility, administration and the non-stakeholders.

**5.4 Self-performed Work, Location, and Current Workload: (6 points)**

- Describe the work your firm typically self performs and your capability to do so on the New Middle School Project
- Provide a summary of your firm's bonding capacity relative to the current and 3-year projected workload including this project. What has been your annual volume (in dollars) for the past five (5) years? What is your anticipated volume for the current year and what is your plan for the next three (3) years?
- Provide the following information about your firm's location and range of work:
  - Address of firm's headquarters or corporate office.
  - Address of local office that will oversee and manage this project.
  - Current geographic range of your entire firm's work.
  - Current geographic range of work managed by the local office that will manage this project.
  - Description of your firm's ability to effectively oversee and manage the preconstruction and construction phases of a project constructed in Lakewood, Washington.

**5.5 Accident Prevention, Safety, and Claims (2 points)**

- Provide a summary of your team's accident prevention program and submit your team's EMR and OSHA (WISHA) Lost Time Accident Rate for the past five (5) years.
- Provide a record of claims, litigation, or arbitration matters initiated by your firm or against your firm (in which you were a named party), for the last five years. List the name of the project, the date of litigation, the amount of the settlement and identify your involvement, i.e. defendant or plaintiff.

- Provide a record of complaints filed against your firm by regulatory agencies (e.g., OSHA, L&I, WSHA, WDFW, WDOE, County regulators, etc.) for the last five years. List the name of the project, the date of complaint, the amount of the settlement and identify your involvement, i.e. defendant or plaintiff.

#### **5.6 Project Approach: (14 points)**

- Discuss your firm's approach to completing the project. What is your plan for providing and integrating your services with the Owner, design team and GC/CM Consultant to support and ensure the success of the project.
- Discuss your plan for providing preconstruction services and maximizing the value and success of the preconstruction phase.
- Identify what you envision as the major challenges to successful completion and how your team proposes to approach the project to alleviate negative impact to the project.
- What expectations does your project team have for CPSD and Studio Meng Strazzara to help implement strategies and avoid negative impact to the project?
- Describe your firm's estimating capabilities and cost tracking approach when working as a project team member during design. Describe the proposed project team's experience in actively interfacing with the design team to provide continuous, real-time cost feedback and estimating services.
- Describe your firm's approach to determining and assessing constructability issues and proposing value engineering and assessing alternative construction options, products and engineering systems for cost savings and life cycle cost design considerations.
- Describe your firm's approach to quality control during design and construction including coordination of subcontract work and commissioning building systems. Include a description of the quality control organization you plan to employ and the levels and authority of the individual's assigned responsibility.
- Describe your firm's approach for attracting subcontractor and supplier interest in the project, including local businesses, small business enterprises and socially and economically disadvantaged business enterprises.
- Describe your firm's approach to achieve competitive and successful material and subcontractor buyout.
- Describe your firm's plan for use of BIM technology for the Project during Preconstruction and Construction.

#### **5.7 SBE/DBE/MWBE/Local Business/Apprenticeship Approach (2 points)**

The Owner is committed to supporting the local economy and promoting the participation of local businesses, small business enterprises and socially and economically disadvantaged business enterprises.

- Provide your firm's SBE/DBE/MWBE outreach plan during design and construction including coordination of materials procurement and subcontract work.

#### **5.8 Reference Checks**

The Owner reserves the right to conduct reference checks for the highest scoring firm(s) after qualifications have been evaluated, and/or after interviews have been held. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP. The Owner may, at its sole discretion, determine that the firm is not qualified and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the contract to be executed based on this RFP. In conducting reference checks, the Owner may include itself as a reference if the firm has performed past work for the Owner, even if the firm did not identify the Owner as a reference. Likewise, the Owner reserves the right

to check references for the firm from others even if they were not identified by the firm as references in the submitted proposal.

## **6.0 Interviews (40 Points)**

GC/CM firms that submitted a proposal and are found to be well-qualified will be selected for further evaluation and an interview by a selection committee using a structured and scored Interview process.

At a minimum, the corporate executive, project manager, superintendent(s), preconstruction manager, project engineer(s) and cost estimator dedicated to the project shall plan to be in attendance at the Interview. In addition to presenting an overview of their qualifications, experience and anticipated project approach, interviewees will be expected to respond to supplemental questions from the selection committee. The interview may also include a short “team activity” designed to test the collaborative nature and problem solving skills of the team. Specifics related to the length and format for the Interviews will be provided to the short listed firms at the time of invitation to Interview.

Upon completion of the Interview process, highly-qualified candidates will be identified, selected as Finalists and invited to submit a Final Proposal.

## **7.0 Final Proposals (10 Points)**

Finalists will be invited to submit a response to a Request for Final Proposal (RFFP). The criteria that the Owner will use to score the Final Pricing Proposals are identified in Section 8.3.

The Final Proposals shall identify Specified General Conditions that include subtotal monthly costs for key personnel, a subtotal for other specified general conditions and a lump-sum amount for the total Specified General Conditions and an amount for a GC/CM Fee expressed as a percentage and dollar amount. The terms “GC/CM Fee” and “Specified General Conditions Work” will be defined in the RFFP and the GC/CM Contract documents.

The Specified General Conditions shall be shown as the monthly rate for key personnel, which will be multiplied by the duration of the project in months, which will be tallied and added to a lump-sum dollar amount for other Specified General Conditions to identify a total lump-sum dollar amount for Specified General Conditions Work. The Fee shall be stated as a percentage, which will be multiplied by the estimated GC/CM MACC to determine a single, lump-sum dollar amount of the GC/CM Fee. The dollar amount of the GC/CM Fee will be added to the dollar amount for the Specified General Conditions Work to determine a single amount that will constitute the GC/CM Firm’s total Final Bid amount.

## **8.0 EVALUATION CRITERIA**

The proposals received by the Owner will be reviewed by a selection committee, the identity of which is confidential until after completion of the GC/CM Firm selection process. The evaluation criteria have been assigned the following points:

### **8.1 Response to Request for Proposals (Qualifications)**

<b>8.1.1</b>	Letter of Interest	0 points
<b>8.1.2</b>	Staff Qualifications	16 points
<b>8.1.3</b>	Firm Past Performance on Relevant Projects	10 points
<b>8.1.4</b>	Self-performed Work, Location and Current	6 points
<b>8.1.5</b>	Accident Prevention, Safety and Claims	2 points
<b>8.1.6</b>	Project Approach	14 points
<b>8.1.7</b>	SBE/DBE/MWBE/Local Business/Apprenticeship	2 points

**Subtotal: 50 Points**

## 8.2 Interviews

An agenda of the interview process will be provided in advance to the GC/CM Firms selected to be interviewed. The candidates' interview performance shall be scored by the selection committee and included as part of the GC/CM Firm's total score. Specific interview evaluation criteria and weighted scoring for those criteria will be set by the Owner. The maximum points available for the interview will be **40 points**.

## 8.3 Final Proposal

Finalists selected after the interview process will be invited to submit a sealed Final Proposal for the GC/CM Fee and Specified General Conditions. The lowest responsive and conforming Final Proposal bid will receive **10 points**. All other Final Proposal bids shall be scored as follows:

- Score = (Low Conforming Final Proposal Bid / Final Proposal Bid being evaluated) x **10 points**.
- The Owner reserves the right, at its sole discretion, to reject and remove from consideration any proposal if that Final Proposal Bid is not within 20% of the Low Conforming Final Proposal Bid.

Points earned based on the Response to RFP and Interviews, will be added to the points received in the RFP for a total maximum possible of **100 points**. The responsive GC/CM Firm receiving the highest combined score will be determined to be the Most-Qualified GC/CM Firm and may be selected to negotiate an agreement with the Owner that provides for Preconstruction Services and MACC/GMP negotiations.

## 9.0 PROPOSAL SUBMITTAL REQUIREMENTS

### 9.1 Submittal Delivery

Interested GC/CM Firms shall submit a Proposal, in response to the RFP, for GC/CM Services in a sealed envelope or box clearly marked as "(Contractor Name), Response to RFP for GC/CM Services, Clover Park School District – New Middle School". The submittal shall include:

- One original unbound, clipped 8 ½"x11", hard copy and 6 bound hard copies.
- One electronic copy (CD, DVD, or flash drive) of the response to this RFP (in PDF format) containing the items listed in Section 5.

**Proposals must be received by 3:00 PM (PST), Monday, August 28, 2017, unless modified by addendum, and must be delivered by hand (in person or by courier) or by U.S. Mail to:**

**Latanya Figueroa  
Purchasing Manager  
Clover Park School District  
10903 Gravelly Lake Drive SW  
Lakewood, WA 98499**

The Owner's Purchasing Department will record the date and time of receipt of the submittal as evidence of the actual receipt of the submittal.

The Owner will not accept proposals by facsimile or electronic transmission.

Any proposal that fails to meet the deadline or delivery requirements may be rejected and returned to the GC/CM Firm without having been opened, considered, or evaluated.

In the event of any conflicts between the hard copy and electronic copy (CD, DVD, or flash drive), the hard copy will prevail.

### 9.2 Cancellation of RFP or Postponement of Submittal Due Date and Time

The Owner reserves the right to cancel this RFP at any time. The Owner also reserves the right to change the date and time for receiving submittals prior to the date and time established for submittal.

### **9.3 Project Information/Pre-Submittal Conference**

**A pre-submittal project information conference will be held at 1:00pm (PST), Wednesday August 18, 2017, unless modified by addendum, at:**

**Mann Middle School  
(Please assemble outside Main Entry/Main Office.)  
11509 Holden Rd SW  
Lakewood, WA 98498**

Prospective GC/CM firms are strongly encouraged to attend. Attendees should arrive before the designated start time. The intent of the Pre-Submittal Conference is to provide information about the project and to assist the candidate's understanding of the requirements of the RFP. Prospective candidates are encouraged to submit questions prior to the Pre-Submittal Conference to enable the Owner or GC/CM Consultant to prepare responses.

### **9.4 Cost and Return of Submittals**

Prospective GC/CM Firms are responsible for all costs of preparing and submitting a proposal and participating in the GC/CM Firm selection process. Submittal documents remain the property of the Owner and shall not be returned.

### **9.5 Collusion or Improper Contact**

The Pre-Submittal Conference and interview shall be the only opportunity for candidates to speak directly with representatives of the Owner, design team and GC/CM Consultant regarding the Project and selection process. Any other contact with Owner's staff, design team members or GC/CM Advisor regarding this RFP, other than communications identified in Section 9.4 is strictly prohibited. GC/CM Firms violating this prohibition may be disqualified from competition.

### **9.6 Public Disclosure of Submittals**

Submittals and documents received by the Owner in response to this RFP and GC/CM Firm selection are public records subject to Chapter 42.56 RCW, the Public Records Act. GC/CM Firms should clearly identify in its submittals and documents any specific information that it claims to be confidential or proprietary. After a decision to award the contract has been made, the submittals will be available for inspection by the public.

If the Owner receives a Public Records Act request to view the information marked confidential or propriety in a GC/CM Firm's submittal following an award, the Owner's sole obligation shall be to notify the GC/CM Firm (1) of the request and (2) of the date upon which such information will be released to the requester unless the GC/CM Firm obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the GC/CM Firm fails to timely obtain a court order enjoining disclosure, the Owner will release the requested information on the date specified.

### **9.7 Non-Disclosure Obligation**

Any data provided by the Owner either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute Owner provided data in any form without the express written approval of the Owner.

### **9.8 Addenda**

If at any time, the Owner revises, deletes, clarifies, or otherwise modifies the RFP, the Owner will issue a written Addendum to the RFP. GC/CM Firms interested in submitting proposals shall provide their contact information (company name, mailing address, name of primary contact person, e-mail address and phone number) at the time of requesting a copy of the RFP. The Owner will notify GC/CM firms of addenda via the E-mail address provided as a contact. It shall be the firm's responsibility to obtain, read and address addenda information in their proposal. The GC/CM firm shall acknowledge receipt of addenda in the Letter of Interest portion of the Response to the RFP and in the Final Proposal.

## 9.9 Questions and Interpretation of the RFP

Oral interpretations of the RFP shall not be provided. All RFP questions and comments from prospective GC/CM Firms shall be submitted in writing to the Owner no later than the dates specified in Section 2.2 – Anticipated Schedule or as modified by addendum. Oral explanations or instructions are not binding. Any information modifying the RFP will be furnished solely by written addendum. Communications concerning this RFP with other than the persons listed below may cause a prospective GC/CM Firm to be disqualified.

All questions and comments regarding this RFP must be submitted via email to:

**Latanya Figueroa**  
**Purchasing Manager**  
**Clover Park School District**  
**E-mail: [bid@cloverpark.k12.wa.us](mailto:bid@cloverpark.k12.wa.us)**

## 10.0 GC/CM FIRM'S RESPONSIBILITIES

GC/CM firms submitting a Final Proposal certify the following registrations, approvals and coverages in effect when submitting the Proposal:

- Registration and in good standing with the Washington State Department of Labor and Industries in accordance with RCW 18.27.020.
- UBI Number.
- Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington as required in RCW Title 51.
- Washington Employment Security Department Number as required in RCW Title 50.
- Washington Department of Revenue State Excise Tax registration number as required in RCW Title 82.
- Eligibility for bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
- Ability to satisfy the bidder responsibility criteria in RCW 39.26.160(2).

If the GC/CM Contract is a covered transaction for purposes of 49 CFR Part 29, the GC/CM Firm will be required to verify that neither the GC/CM Firm nor its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting a Contract, the GC/CM Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Owner. If it is later determined that the GC/CM Firm knowingly rendered an erroneous certification, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The GC/CM Firm agrees to comply with the requirements of 49 CFR 29, Subpart C while performing the Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 11.0 PROPOSAL GUARANTEE

A bid bond is not required to be submitted as part of the response to RFP. However, a submittal of a letter from Surety, identifying the GC/CM firm's ability to bond this project, is required to be submitted as part of the Response to the RFP. The RFP shall be considered valid for 60 days.

## 12.0 PROTEST PROCESS

A party protesting, for any reason, the RFP and RFFP documents, RFP and RFFP procedures, selection of candidates for further evaluation and interviews, decisions by the Owner, or any other aspect arising from or related in any way to the GC/CM Firm selection process shall cause a written protest to be filed and be delivered to the Owner at:



**Latanya Figueroa  
Purchasing Manager  
Clover Park School District  
10903 Gravelly Lake Drive SW  
Lakewood, WA 98499**

The written protest shall include:

- The name, address, telephone number, E-mail address of the protesting party, or the authorized representative.
- A detailed description of the factual basis and specific grounds for protest and all supporting documentation.
- The specific ruling or relief requested.

Protests may only be submitted by prospective GC/CM Firms that have submitted a Proposal and parties showing a substantial financial interest in the solicitation or award of any GC/CM Contract.

Protests shall be filed and received by the Owner no later than two business days of the E-mail notification of the selection decision.

In no event shall a protest be considered if all Proposals are rejected.

Upon receipt of a properly submitted written protest, the Owner will consider the protest and shall respond in writing to the protest prior to the award of a GC/CM Contract. The decision of the Owner shall be final.

Failure to comply with these protest procedures will render a protest waived.

**END OF REQUEST FOR PROPOSAL**