

### Request for Qualifications Progressive Design-Build Services

### **Elementary School Expansions**

Crystal Springs, Fernwood & Woodin Elementary Schools & Sorenson Early Childhood Center

> Request for Qualifications (RFQ) Issued August 17, 2022

> > **Submittal Deadline:**

September 12, 2022, 3:00 PM Pacific Time

This page is intentionally left blank.

### **Progressive Design-Build Services**

### **Table of Contents**

SECTION	I 1. INTRODUCTION	5
1.1	PROJECT OVERVIEW AND REASONS FOR USING THE DESIGN-BUILD DELIVERY	5
1.2	DESIGN-BUILD DELIVERY OBJECTIVES	5
1.3	COMMUNICATIONS RULES AND NON-DISCLOSURE OBLIGATION	6
1.4	PROJECT TEAM ORGANIZATION	8
1.5	DEFINITIONS/ ABBREVIATIONS	9
SECTION	I 2. PROJECT INFORMATION	. 10
2.1	PROJECT SCOPE	. 10
2.2	PROJECT GOALS AND OBJECTIVES	. 10
2.3	CONCEPTUAL PROJECT BUDGET	. 11
2.4	ANTICIPATED DESIGN AND CONSTRUCTION SCHEDULE	. 11
SECTION	I 3. SCOPE OF PROGRESSIVE DESIGN-BUILD SERVICES	. 11
SECTION	I 4. PROCUREMENT AND CONTRACTING PROCESS	. 13
4.1	REQUEST FOR QUALIFICATIONS (RFQ)	. 13
4.2	REQUEST FOR PROPOSAL (RFP)	. 13
4.3	SELECTION AND PROCUREMENT SCHEDULE*	. 14
4.4	OWNER RIGHTS	. 14
4.5	PRE-SUBMITTAL MEETING FOR THE REQUEST FOR QUALIFICATIONS	. 15
4.6	SELECTION COMMITTEE	. 15
4.7	EVALUATION CRITERIA	. 16
4.8	SELECTION	. 16
4.9	EXPENSES OF PROPOSER AND PAYMENT OF HONORARIUM	. 16
4.10	CONTRACT NEGOTIATION	. 17
4.11	DESIGN-BUILD CONTRACT	. 17
SECTION	I 5. STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS	. 17
5.1	SOQ FORMAT	. 17
5.2	SOQ ORGANIZATION AND CONTENTS	. 17
SECTION	I 6. NSD PROVIDED REFERENCE DOCUMENTS	. 19
SECTION	I 7. REQUEST FOR PROPOSAL RESPONSE AND OPTIONAL INTERVIEW	. 19
7.1	REQUEST FOR PROPOSAL RESPONSE	. 19
NSD Elem	entary School Expansions	

7.2	ΟΡΤΙΟ	NAL INTERVIEW	19
SECTION	8.	SUBMITTAL INFORMATION AND REQUIREMENTS	20
8.1	SUBMI	TTAL DELIVERY	20
8.2		NDA	20
8.3	LATE S	SUBMITTAL	20
8.4	PUBLI	C DISCLOSURE OF SUBMITTALS	20
SECTION	9.	PROTEST PROCEDURE	20
SECTION	l 10.	DESIGN-BUILDER'S RESPONSIBILITY	22
EXHIBIT	<b>A</b> :	EXISTING CONDITIONS	
EXHIBIT	B:	CONCEPTUAL SITE PLAN	
EXHIBIT	C:	DRAFT DESIGN-BUILD CONTRACT (VIA ADDENDUM)	

#### SECTION 1. INTRODUCTION

#### 1.1 PROJECT OVERVIEW AND REASONS FOR USING THE DESIGN-BUILD DELIVERY

The Northshore School District Elementary School Expansions Project (Expansions Project) bundles similar expansion and upgrade scopes at Crystal Springs, Fernwood and Woodin Elementary Schools and Sorensen Early Childhood Center. The District has bundled these upgrades at multiple sites to maximize project efficiency, leverage resources and benefit from increased buying power. The project will replace existing portable classrooms with much needed additional permanent classrooms. These modernizations also provide expanded program support spaces, fully inclusive playgrounds, and improved site circulation and parking. Additional upgrades and renovations at each location may ultimately be included in the project as funding allows; further studies are required and will be conducted with the selected Design-Builder.

Northshore School District (NSD) has elected to utilize a Progressive Design-Build (PDB) alternative public works contracting procedure, as authorized under RCW 39.10 to enhance innovation and efficiencies between the designer and contractor on a highly specialized construction project, while also realizing significant savings in the project's schedule and budget. With these established goals, NSD is accepting Statements of Qualifications (SOQs) from proposing design-builders (Proposers) to:

- Embrace an integrated project team model, including NSD, OAC Services, specialty consultants, and key subcontractors to focus solely on the best interest of the project, staff, students, and the community, all while advancing NSD's goal of promoting diversity, equity, and inclusion.
- Provide a comprehensive design that meets Design-Excellence principles, and preconstruction services including, but not limited to:
  - o Scheduling
  - Phasing, plan and logistics
  - Collaboration with the user-groups
  - Manage and estimate design budgets and design contingency solutions
  - Direct construction best-practices
  - Organize site investigative work
  - Provide assistance in the selection of materials and building systems
  - o Lead the permitting process
  - Manage subcontractor and supplier bidding and procurement
- Provide high-quality construction services to safely deliver a superior project that comprises the full scope of program needs set by NSD that is on time and within budget.

#### 1.2 DESIGN-BUILD DELIVERY OBJECTIVES

- Clear and coordinated leadership throughout the project.
- Responsibly manage the development of the design to ensure budget is maintained.

- Embrace an integrated project team model together with NSD and OAC, all focused on the best interest of the project.
- Provide high quality pre-construction consulting services including accurate cost estimating, phasing, scheduling, VE and constructability.
- Provide integrated use of current design and construction technology to help maximize construction efficiency, limit waste, and avoid re-work.
- Coordinate with NSD document and workflow management systems, including web-based collaboration tools to streamline typical project workflows and document controls.
- Assist NSD in establishing and achieving Washington Sustainable Schools Protocol (WSSP) performance goals that promote the delivery of efficient environmentally responsible facilities.
- Implement innovative strategies to solicit and manage subcontractor and supplier bidding to obtain competitive pricing from high quality vendors.
- Support the independent Commissioning Agent including planning and execution of system startup, testing and training.
- Provide robust training for NSD maintenance and custodial staff members including all related documentation.
- Provide thorough project closeout services planned well in advance, including record drawings.
- Provide high quality construction services to deliver a quality project, safely, within schedule and budget.

#### 1.3 COMMUNICATIONS RULES AND NON-DISCLOSURE OBLIGATION

#### 1.3.1 Communications regarding the Request for Qualifications (RFQ)

No oral interpretations of the RFQ will be made to any Proposer. All questions and any explanations must be requested in writing and directed to NSD no later than dates specified herein or as extended per addendum. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Proposers solely by written addendum. <u>Communications with NSD concerning this RFQ with other than the persons listed below may cause the Proposer to be disqualified.</u>

All communications regarding this procurement must be submitted via email to:

Sandy Calissendorff Northshore School District E-mail: scalissendorff@nsd.org

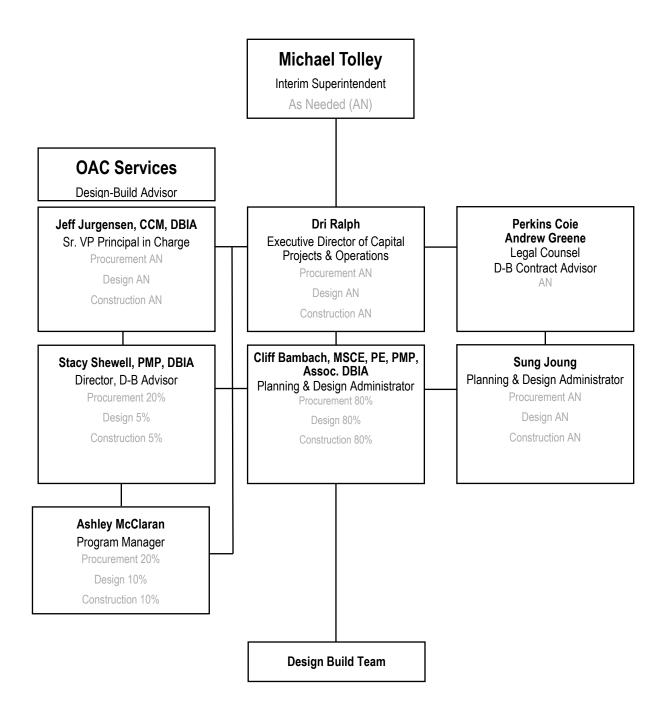
#### 1.3.2 Collusion or Improper Contact

The Pre-Proposal Conference, Interactive Meetings, and Interviews (if held) will be the opportunities for Proposers to speak directly with project representatives. During the Progressive Design Build procurement process, questions shall be directed to the project team electronically through the e-mail listed in Section 1.3.1. Outside of those opportunities, any other contact with Selection Committee members regarding this solicitation or collusion of any kind is strictly prohibited. Proposers violating this prohibition may be disqualified from competition.

#### 1.3.3 Non-Disclosure Obligation

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





#### 1.5 DEFINITIONS/ ABBREVIATIONS

- A. Design-Builder: The entity with the prime Design-Build contract with the District.
- **B. Design-Build Team:** All entities listed by the Design-Builder as providing professional services or construction on the project, including the Design-Builder. Members of the Design-Build Team may also be referred to as 'Team Members'.
- **C. Design Excellence:** Design Excellence is achieved with memorable design solutions that exceed the Owner's vision and defined functional requirements; include state of the art structures and facilities that are high performance and sustainable; and possess a holistic awareness that considers context, site and the environment.
- D. District or NSD or Owner: Northshore School District
- E. Finalists: Entities that have been shortlisted and participate in the RFP process.
- F. Guaranteed Maximum Price (GMP): The maximum amount that the Design-Builder may be compensated pursuant to the Design-Build Contract.
- **G. Key Team Member:** Individuals who will be assigned to the Project who play an important role in the design, construction or management of the Project.
- **H. Management Plan:** Finalist response to the RFP, including Proposer's accident prevention plan.
- I. NSD Provided Reference Documents: All documents issued by the District in connection with the Procurement or Project.
- J. **Procurement:** The Owner's process for selecting a Design-Build Team for this Project.
- **K. Proposers:** Entities submitting SOQs in response to this RFQ. Any provision in the RFQ or RFP that references Proposers also applies to Finalists.
- L. Projects of Similar Scope, Scales and Complexity: Projects that the Proposer has completed within the last 5 years and that have many or all the following characteristics:
  - 1. Projects of a similar size and budget that include design and construction.
  - 2. Projects that use an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design.
  - 3. Projects where the Design-Builder was selected prior to the establishment of the final price and schedule and where the Design-Builder collaborated with the Owner to develop the final price and schedule.
  - 4. Projects that utilized innovative construction means and methods, products, and systems that aided in the escalation of project delivery times.
- M. RFQ: Request for Qualifications
- **N. RFP:** The Owner's Request for Proposals, which will be issued to those Finalists who are selected to proceed to the next phase of the Procurement.
- **O. Selection Committee:** The individuals acting on behalf of the Northshore School District to evaluate Proposer submittals in accordance with the procurement documents.
- P. SOQ: The Statement of Qualifications submitted in response to this RFQ.

#### SECTION 2. PROJECT INFORMATION

#### 2.1 PROJECT SCOPE

The Expansions Project includes the following expansion and upgrade scopes at elementary schools and early learning centers within the Northshore School District:

- **Crystal Springs Elementary School** Adds 16 new classrooms, provides a new gym, fully inclusive playground, additional parking, and improves site circulation. Removes, relocates and/or disposes of 10 portables.
- Fernwood Elementary School Adds 22 new permanent classrooms, provides a fully inclusive playground, additional parking, and improves site circulation. Removes, relocates and/or disposes of 17 portables.
- **Woodin Elementary School** Adds 20 new permanent classrooms, provides a new gym, fully inclusive playground, additional parking, and improves site circulation. Removes, relocates and/or disposes of up to 6 portables.
- **Sorenson Early Childhood Center** Adds 8 new permanent classrooms and provides fully inclusive playground. Removes, relocates and/or disposes of 2 portables.

#### 2.2 PROJECT GOALS AND OBJECTIVES

- 2.2.1 Produce a Project That Exceeds the Owner's Definition of Design Excellence: Create an exceptional and distinctive project that meets the programmatic, functional, operational and aesthetic vision for each campus listed above. The project design must gracefully and simultaneously facilitate the individual school's need while providing a cohesive, collaborative and flexible environment.
- 2.2.2 Execute a Successful Progressive Design Build (PDB) Process to Produce the Envisioned Project: The Design-Build Team will develop and utilize a collaborative relationship between them, the Owner and stakeholders to achieve Design Excellence within the Owner's budget and schedule using proficient design and project management while working through the Progressive Design Build process. The envisioned project includes, but is not limited to the following:
  - Eliminate portable classroom usage
  - Design for future flexibility.
  - Provide safe and secure learning environments.
  - Create welcoming gathering spaces to foster social interaction between students and staff.
  - Provide daylight and views.
  - Minimize disruption of educational operations during construction.
- **2.2.3 Meet or Exceed the Owner's Sustainability Goal:** The Owner's Sustainability project goal is to develop the highest level of sustainability for the project on the proposed project site and within the project budget.
- **2.2.4 Minimize Environmental Impacts.** Reduce impacts to the environment through use of effective design and construction methods to meet or exceed environmental requirements with no permit violations.

#### 2.2.5 Disadvantaged / Minority & Women Business Enterprises (DBE/MWBE) / Small Business Outreach Goal

The Expansions Project has a 10% DBE/MWBE and Small Business goal. The Proposer shall comply with RCW 39.10 and other applicable statutes, as it applies to DBE/MWBE/Small Business participation. The Design-Builder shall make every effort to ensure this goal is met. Good faith effort shall be demonstrated in the procurement of all subconsultants and subcontractors.

#### 2.2.6 Apprenticeship Requirement

The Expansions Project requires that no less than fifteen percent (15%) of the labor hours be performed by apprentices.

ITEMS	BUDGET
Architect/Engineer (A/E) Professional Services	\$6,300,000
Estimated Construction Costs (including contingencies)	\$78,750,000
Owner Costs and Professional Services	\$2,375,000
Equipment and furnishing costs	\$2,325,000
Owner Contingencies	\$3,900,000
Other related project costs (permits, utilities, testing, inspection, moving)	\$3,400,000
Sales Tax	\$7,950,000
TOTAL	\$105,000,000

#### 2.3 CONCEPTUAL PROJECT BUDGET

#### 2.4 ANTICIPATED DESIGN AND CONSTRUCTION SCHEDULE

DESIGN & CONSTRUCTION PHASE	SCHEDULE
Validation Phase/Estimating/Preliminary Design	January-June 2023
Negotiate Guaranteed Maximum Price (GMP)	June 2023
Final Design, Permitting & Early Construction Packages (to be optimized with the Design Builder)	July-October. 2023
Construction	November 2023-July 2025
Substantial Completion/Beneficial Occupancy	August 2025
Closeout/ Post Occupancy	October 2025-October 2026

#### SECTION 3. SCOPE OF PROGRESSIVE DESIGN-BUILD SERVICES

The Northshore School District is seeking a highly qualified Design-Build Team with strong leadership skills that will engage as critical, integrated team members throughout design and construction.

Along with traditional design and pre-construction consulting services, NSD is seeking a Design-Build Team to integrate the best in current technology including Building Information Modeling (BIM), Life-Cycle Cost Analysis (LCCA), and Total Cost of Ownership.

Required services for the Design-Builder will include the following, as a fully integrated member of NSD's project team. These and other services are described in more detail in the proposed Contract Documents:

- Facilitation of and participation in weekly design meetings.
- Development of comprehensive design, responding to requirements and needs of NSD faculty, staff, students, and the community, including associated permitting, construction and record documents.
- OSPI submittal support (including VE and Constructability reporting) and WSSP documentation.
- Critical-path method scheduling for buyout, construction, close-out and move-in.
- Conceptual cost estimating, target value budget development and management, preparation of detailed cost estimates of developing designs, design alternates and construction document.
- Analyzing alternative designs; regular systems analysis; performing value-engineering and lifecycle cost studies and constructability input to the developing design.
- Managing and reporting on design solutions that impact design and Owner contingencies.
- Studying labor conditions; understanding of construction methods and techniques, and phasing and sequencing of work.
- Early preparation of subcontract and supplier bid packaging plans, preparation of sub-contract documents and selection process.
- Scheduling and conducting site and existing building investigations.
- Identification of early award and long-lead packages and early procurement and award if required.
- Collaboration with archeological, environmental site and building investigations, testing and inspection services.
- Permit drawings and coordination of permitting process.
- The Design-Builder must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.

During the Construction phase, the Design-Builder's services shall also include the following. These and other services shall be described in more detail in the proposed Contract Documents:

- Holding weekly project team meetings.
- Sub-contract administration.
- CPM schedule development, maintenance and reporting.
- Sub-contract claims and impact analysis.
- Change and issue management.
- Time and cost control, including claims mitigation.
- Quality control and assurance.
- Cost-transparency.
- Risk management.
- Safety management.
- The coordination and management of all construction activities.
- Payment of all materials, labor and equipment.

• Preparing all daily, weekly and monthly reports of progress, cost, quality issues, claims mitigation, and completion activities, and project records maintenance.

#### SECTION 4. PROCUREMENT AND CONTRACTING PROCESS

The Northshore School District is authorized and approved to contract for Progressive-Design-Build services in accordance with Chapter 39.10 RCW. NSD intends to award a single Design-Build Contract utilizing a two-step competitive and negotiated process to procure the most highly qualified Design-Builder with the strongest management team. Step One shall be evaluated as set forth below and shall consist of an SOQ submittal. Based on evaluations of these SOQs, the highest ranked firms will be invited to Step Two to respond to the RFP. Step 2 includes submission of the Management Plan, Interactive Meetings, potential Interviews and the Fee Proposal. Following evaluation of the RFP responses and interactive meetings, teams may be invited to participate in formal interviews if NSD deems them necessary to make a selection. Public Fee opening will occur after RFP responses and interactive meetings (or formal interviews if used) and be the final basis of selection. Only fees for those teams invited to participate in interactive meetings (or interviews if used) will be evaluated.

The selection process shall adhere to the following:

#### 4.1 REQUEST FOR QUALIFICATIONS (RFQ)

- **4.1.1** This RFQ invites Design Build Teams to submit their SOQ per the criteria outlined herein.
- **4.1.2** SOQ's will be evaluated by the Selection Committee in accordance with the criteria defined in the RFQ and scored in a deliberative meeting to identify finalist teams, who will be invited to respond to the RFP. Scoring will be consensus based.
- **4.1.3** NSD is requesting that Proposers name only the Architect and Contractor team at this time. Additional design and engineering sub-consultant team members will be selected following contract award in collaboration with the Owner.
- **4.1.4** Scores will be carried forward for final selection.

#### 4.2 REQUEST FOR PROPOSAL (RFP)

- **4.2.1** The RFP will include: Management Plan, Interactive Meeting, and Fee Proposal. Interviews may be held, by invitation, at the discretion of NSD.
- **4.2.2** The RFP will outline the evaluation criteria, requirements of the Management Plan, Interactive Meetings, and Fee Proposal.
- **4.2.3** Interactive meetings will occur during the proposal period. Scoring of performance in the meetings will be included in the overall Management Plan score.
- 4.2.4 The Fee Proposal will be comprised of:
  - **4.2.4.1.** Design-Builder's Fee as a percent of the Cost of Work. Scored
  - **4.2.4.2.** Hourly rates for the Key Staff members listed in SOQ. Not Scored
- **4.2.5** Management Plans will be scored in accordance with the criteria outlined in the RFP.
- **4.2.6** At NSD's discretion, based on SOQs, Management Pans and Interactive Meetings finalist teams may be invited to participate in formal interviews. NSD reserves the right to make its selection without conducting interviews.

**4.2.7** The public Fee Proposal opening will be held following scoring of Management Plans and interviews (if conducted).

PHASE	DATE/S	SELECTION PROCESS
PRC	June 21, 2022	Project Review Committee (PRC) Application Due
	July 28, 2022	PRC Presentation/Approval
RFQ	August 17, 2022	Advertisement for Request for Qualifications (First Notice)
(Step 1)	August 24, 2022	Advertisement for Request for Qualifications (Second Notice)
	August 25, 2022	Pre-submittal Meeting at 10:00 A.M. Pacific Time on Zoom. See section below for links.
	August 30, 2022	Last day for Proposers to Submit Questions (3:00 P.M. Pacific Time)
	September 2, 2022	NSD Provides Response to Questions
	September 12, 2022	Statements of Qualifications Due at 3:00 P.M. Pacific Time
	September 19, 2022	Notification of Shortlisted Finalists
RFP	September 26, 2022	Issue RFP to Shortlisted Finalists
(Step 2)	October 4-5, 2022	Interactive Meetings
	October 10, 2022	Last Day to Submit Questions, Contract Comments (3:00
		P.M. Pacific Time)
	October 12, 2022	Last day to issue Addenda
	October 17, 2022	Proposals Due at 3:00 P.M. Pacific Time
	October 24, 2022	Public Fee Proposal Opening and Announcement of Highest
		Scoring Proposal
Contract	Oct. 2022-Dec. 2022	Design-Build Contract Negotiations
	January 2023	Execute Design-Build Contract

#### 4.3 SELECTION AND PROCUREMENT SCHEDULE\*

\*Anticipated dates, subject to change. Any changes will be communicated via addendum.

#### 4.4 OWNER RIGHTS

NSD reserves the following rights and conditions and may exercise them at its sole discretion:

- To reject any or all SOQs and Proposals, at any time, for any reason. Failure to respond to any evaluation criteria may result in elimination of the Proposal from further consideration in the selection process. In the event the NSD does so, it shall provide its reasons for rejection in writing to all Proposers.
- 2. To conduct reference checks for all firms (including, without limitation, firms on proposed teams) at any stage of the selection process. If information obtained from the reference checks reveals concerns about a Proposer's past performance, or its ability to successfully perform the work to be executed based on this RFQ and subsequent RFP, NSD may, at its sole discretion, consider this information in the context of the evaluation of the information in either the SOQ or the Proposal and/or determine that the Proposer is not qualified to perform the contract and deem the Proposer not eligible for further consideration. NSD also reserves the right to check references from projects and/or organizations not identified by the Proposer.

- 3. To cancel the procurement process at any time.
- 4. To change the date and time for receiving submittals prior to the date and time established for submittal. Changes will be announced via addendum to this RFQ.
- 5. To waive any informality or irregularity.
- 6. To require confirmation of information furnished by a Proposer or Finalist, require additional information from a Proposer of Finalist concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP.
- To approve or disapprove substitutions of Team Members and/or substitutions and/or changes to sub-consultants, sub-contractors, or Team Members from those identified in the SOQ or Proposal.
- 8. To ask written questions of Finalists, seek written clarifications, and conduct discussions with Finalists on Proposals.
- 9. To take any action affecting the RFQ process, the RFP process, or the project that is determined to be in NSD's best interest.

#### 4.5 PRE-SUBMITTAL MEETING FOR THE REQUEST FOR QUALIFICATIONS

There will be a pre-submittal meeting for this project at the time and date specified in schedule above. The conference will be held via Zoom (link below). The particulars of the project, the selection process, schedule, and the elements of the Design-Build Contact will be discussed. The intent of the preproposal meeting is to provide Proposers clarity surrounding the requirements of this RFQ. Proposers are encouraged to submit questions in advance to enable NSD to prepare responses. All questions shall be submitted via electronic mail (E-mail) to:

> Sandy Calissendorff Northshore School District E-mail: scalissendorff@nsd.org

#### Zoom Link: https://nsd.zoom.us/j/81628658250?pwd=VTJTSVAyVjlqd2J6THV6b2xtbzRWdz09

Questions will be encouraged and welcomed during the pre-submittal conference, though verbal responses will not be binding. If clarifications made to the solicitation are deemed material by NSD and its consultants, an addendum will be issued formalizing such clarifications.

#### 4.6 SELECTION COMMITTEE

Voting members of the Selection Committee will be comprised of District Capital Projects staff and school operations representative/s. OAC Services will facilitate the selection process and advise the Committee.

#### 4.7 EVALUATION CRITERIA

All SOQs and Proposals received will be evaluated in accordance with the criteria defined below by the Selection Committee assembled by NSD.

#### 4.7.1 Statement of Qualifications (Step 1)

Letter of Interest	0 points
Proposed Team	40 points
Past Performance on Relevant Projects	30 points
Project Approach	25 points
DBE/MWBE/Small Business Past Performance and Outreach	5 points
Approach/Inclusion Plan	
Bonding Capacity	Pass/Fail
SOQ Points Possible:	100 points

#### 4.7.2 RFP Response (Step 2)

#### **Management Plan and Interactive Meetings**

Overall Management Approach	15 points
Approach to Initial Contract Phase	20 points
Project Controls, Cost Tracking and GMP Development Approach	15 points
Design Development Approach	15 points
Construction Management and Scheduling Approach	15 points
Accident Prevention, Safety and Claims	5 points

#### Fee Proposal, Validation Period Cost and Labor Rates

	Total Points Possible:	230 points
Optional Interview		30 points
	<b>RFP Points Possible:</b>	100 points
Design-Builder's Labor Rates		Not Scored
Design-Builder's Fee Percentag	je	15 points

\*If no interviews are held the basis of award will be 200 points.

#### 4.8 SELECTION

The Design-Builder earning the highest combined score for their RFQ and RFP response, and Interview (if conducted) will enter negotiations for the initial phase of the Design-Build Contract.

#### 4.9 EXPENSES OF PROPOSER AND PAYMENT OF HONORARIUM

All costs incurred by Proposers choosing to participate in the Request for Qualifications (RFQ) portion of this competitive solicitation process shall be the responsibility of the Proposer. In accordance with RCW 39.10.330, NSD will pay an honorarium in the amount of fifteen hundred dollars (\$1,500) to the short-listed, responsive, finalists selected to participate in the RFP portion of the solicitation, but who are not awarded the Design-Build Contract. The Design-Build firm that is awarded the Design-Build Contract shall not receive any honorarium payment.

#### 4.10 CONTRACT NEGOTIATION

- **4.10.1** Following selection, the Design-Builder and NSD will negotiate a Not-To-Exceed (NTE) price for initial design and preconstruction services, including project definition, concept development, programming, and target value design development.
- **4.10.2** In the initial contract phase, the Design-Build Team will work with NSD to validate the project scope, schedule, and budget and develop designs to a level of completion compatible with establishing a project GMP.
- **4.10.3** GMP negotiations will occur pursuant to the Design-Build Contract as early as feasible in the planning and design process and as mutually determined by the Design-Builder and NSD. When the GMP is successfully negotiated, the parties will execute the GMP Amendment to the Design-Build Contract.
- **4.10.4** Should the Design-Builder and the Owner not agree on a satisfactory GMP that NSD determines to be fair, reasonable and within the available funds, NSD may cancel the negotiations pursuant to the Design-Build Contract and may use design information developed in the initial phase for subsequent procurements associated with the project. NSD reserves the right to contract directly with the Architect if it is determined to be in the best interest of the project.

#### 4.11 DESIGN-BUILD CONTRACT

- **4.11.1** The Design-Build Contract will be a cost reimbursable design-build agreement with a guaranteed maximum price ("GMP"). Allowances and cost saving provisions may be incorporated. Liquidated damages will be utilized and performance incentives may be negotiated.
- **4.11.2** A draft of the Design Build Contract will be issued via addendum to this RFQ. Shortlisted Proposers will be provided an opportunity to provide comments on the Design Build Contract during the RFP phase of this procurement.

#### SECTION 5. STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

All costs incurred in the preparation of SOQ's shall be borne by the Proposer. NSD reserves the right to waive any informalities or irregularities in any submittal.

#### 5.1 SOQ FORMAT

Respond to each of the items set forth below in a clear and concise manner. Responses must be in the same order as listed in section 5.2. The SOQ submittals shall be organized in a manner that will enable the Selection Committee to quickly assess pertinent information.

NSD is not requesting and does not wish to see any conceptual design renderings as part of the SOQ response. If the Proposer submits rendering(s), scoring may be negatively impacted.

#### 5.2 SOQ ORGANIZATION AND CONTENTS

#### 5.2.1 Letter of Interest

The letter of interest should not be more than two (2) pages and may contain any information not shown elsewhere in the submittals and must acknowledge receipt of all addenda. Note that it is the proposer's responsibility to check the NSD Capital Projects webpage for addenda.

The letter must be signed by an executive of the Proposer who can contractually commit the firm(s) and its resources.

#### 5.2.2 Proposed Team

**5.2.2.1.** NSD is requesting only the Architect and Contractor teams to be identified at this time. Additional design and engineering sub-consultant team members will be selected following award. Provide an organizational chart and a staffing plan (in narrative form) showing proposed staff, reporting relationships and key responsibilities. At a minimum, include information for the following staff members: the principals-in-charge or corporate executives with signatory authority, project manager, design manager, lead designer, superintendent, estimator.

Clearly identify the key individuals who will provide leadership for the project and who will be the day-to-day contacts for NSD. Demonstrate how these individuals have accomplished a similar role on other projects.

- **5.2.2.2.** Clearly indicate the proposed staffing plan during both the design and the construction phases. Confirm availability of all proposed staff members. Show current assignments and how this work will be accomplished.
- **5.2.2.3.** Provide a brief resume for each proposed key team member, including brief project profiles for three (3) relevant projects, employment history, education, and personal references, including current contact information for references. Clearly state years of industry experience and years of employment at proposing firm.
- **5.2.2.4.** Provide percent commitment of each staff member presented in the organization chart over the life of the project.

#### 5.2.3 Past Performance on Relevant Projects

- **5.2.3.1.** Provide a description of the history and capabilities of the proposed project team. Describe the types of projects or services generally performed and the relative dollar value of each type.
- **5.2.3.2.** Provide at least three (3) relevant project profiles demonstrating the team's capabilities on projects of similar scope, scale, and complexity. Provide an analysis of how each project relates to the Expansions Project. Clearly show which proposed team members worked on each project including their role on the relevant project.

#### 5.2.4 Project Approach

- **5.2.4.1.** Provide an overview of your overall approach to perform efficient and effective design and construction:
  - Describe your proposed design process. How will your team members effectively work together and engage NSD staff and community members to accomplish educational goals within budget and on schedule? How will you define and validate scope and budget?

- Describe the proposed project team's approach to collaborating and providing continuous, real-time cost feedback and estimating services. How will this effort inform the GMP? Discuss when the team believes a GMP can be achieved for the project.
- **5.2.4.2.** What risks associated with this project concern your team most? How do you propose to manage and mitigate them?

### 5.2.5 DBE/MWBE/Small Business Past Performance and Outreach Approach/ Inclusion Plan

- **5.2.5.1.** NSD has established a participation goal described herein for DBE/MWBE/Small Business as subconsultants, subcontractors, and suppliers for this project. Provide your team's approach to meeting this goal. Discuss design and construction, including coordination of materials procurement and subcontract work.
- **5.2.5.2.** Provide past performance of the designer and builder in the utilization the office of minority and women's business enterprises certified businesses, to the extent permitted by law.

#### 5.2.6 BONDING CAPACITY (PASS/FAIL)

Provide the firm's bonding capacity and state the ability of the firm to bond the 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 the project.

#### SECTION 6. NSD PROVIDED REFERENCE DOCUMENTS

NSD will make available to all Proposers information that may be useful in the preparation of their SOQ. Reference documents are available for informational purposes only and are subject to change. Reference documents include:

- **6.1.1** Exhibit A: Existing Conditions
- 6.1.2 Exhibit B: Conceptual Site Plan
- 6.1.3 Exhibit C: Draft Design-Build Contract (via addendum)

#### SECTION 7. REQUEST FOR PROPOSAL RESPONSE AND OPTIONAL INTERVIEW

#### 7.1 REQUEST FOR PROPOSAL RESPONSE

The Proposers that the Selection Committee believes to be most qualified, based upon their SOQ submission, will be invited to respond to the Request for Proposals (RFP). Further details on the items below will be provided to the Finalists.

#### The RFP will include at a minimum:

- Management Plan
- Interactive Meetings
- Fee Proposal and Labor Rates

#### 7.2 OPTIONAL INTERVIEW

At NSD's option, interviews may be conducted if the Selection Committee feels they need more

information to inform their selection following their evaluation Informational Meetings and review of Management Plans. All or part of the Finalists submitting Management Plan and Fee may be invited to participate. Presentation topics will be communicated to teams with their invitation to interview.

#### SECTION 8. SUBMITTAL INFORMATION AND REQUIREMENTS

#### 8.1 SUBMITTAL DELIVERY

8.1.1 Proposers shall submit one bookmarked, searchable PDF copy of their SOQ via email to:

Sandy Calissendorff Northshore School District E-mail: <u>scalissendorff@nsd.org</u>

- **8.1.2** The submittal shall be limited to a maximum of fifteen (15) total digital pages (8-1/2" x 11"), not smaller than 11-point type.
- **8.1.3** The cover letter, table of contents, and tabs do not count toward the page limits. Tabs shall only include Title and Graphics (no additional project information).
- **8.1.4** NSD will consider the email receipt time stamp as evidence of the actual receipt of the proposal. Confirmation of receipt will be provided.

#### 8.2 ADDENDA

If at any time, NSD changes, revises, deletes, clarifies, or otherwise modifies the RFQ, NSD will post a written addendum on the District's Capital Projects website, linked below. It is the Proposer's responsibility to periodically check for addenda and acknowledge receipt of each in the letter of interest portion of the SOQ response to this RFQ.

https://www.nsd.org/our-district/departments/business-services/purchasing/business

within the <u>Request for Qualifications Notification – Elementary Expansion</u> section under Current Business Opportunities.

#### 8.3 LATE SUBMITTAL

Submittals and/or modifications of submittals, received at the office designated in the solicitation after the exact date and time specified for receipt, may not be accepted.

#### 8.4 PUBLIC DISCLOSURE OF SUBMITTALS

Submittals received by NSD in response to this RFQ become public records that are subject to Chapter 42.56 RCW, the Public Records Act. The Proposer shall clearly identify in its submittal any specific information that it claims to be confidential or proprietary. After a decision to award or terminate the procurement the contract has been made, the submittals will be available for inspection and copying by the public. If NSD receives a Public Records Act request to view the information marked exempt in a Proposer's submittal following an award, NSD's sole obligation shall be to notify the Proposer (1) of the request and (2) of the date upon which such information will be released to the requester unless the Proposer obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Proposer fails to timely obtain a court order enjoining disclosure, NSD will release the requested information on the date specified.

#### SECTION 9. PROTEST PROCEDURE

The following protest procedures shall apply to this procurement. These procedures will control and

take precedent over any inconsistent procedures used by NSD on other projects, whether published on the NSD website or otherwise known to and/or used by Proposers.

A. <u>Form of Protest:</u> In order to be considered, a protest shall be in writing, sent via e-mail to the following District team members. Protest shall be clearly marked as "PROTEST - NSD ELEMENTARY SCHOOL EXPANSIONS PROCUREMENT".

Sandy Calissendorff Northshore School District E-mail: <u>scalissendorff@nsd.org</u>

#### With a copy to:

Dri Ralph Executive Director of Capital Projects and Operations Northshore School District E-mail: <u>dralph@nsd.org</u>

The written protest shall include:

- 1. The name, address, and phone number of the Proposer protesting, and the authorized representative of the Proposer;
- 2. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the protesting Proposer to supplement its protest with any subsequently discovered documents prior to the District's decision;
- 3. The specific ruling or relief requested; and
- 4. Evidence that all persons with a financial interest in the procurement have been given notice of the protest or if such persons are unknown, a statement to that effect.

#### B. Who May Protest:

- 1. <u>Protests Based on Criteria, Qualifications, or Other Terms in the RFQ and/or RFP</u> <u>Documents</u>: Any prospective Proposer.
- 2. <u>Protests Based on District's Selection Decision(s)</u>: Any prospective Proposer that submitted a SOQ in response to this RFQ.

#### C. Time to Protest:

- 1. Protests based on qualifications, criteria or other terms in the RFQ and/or RFP documents that are apparent on the face of said documents must be received by the District no later than 5:00 PM Pacific Time on the day that is five (5) calendar days prior to the date established for submittal of SOQs or RFP responses, as applicable.
- Protests based on the District's selection of finalists invited to continue onto Step 2 RFP Response shall be received by the District by 5:00 PM Pacific Time on the day that is four (4) business days from the date the District announces shortlisted finalists.

- 3. Protests based on the District's selection of the most qualified Proposer that will be invited to negotiate with the District for the initial Design-Build Contract shall be received by the District by 5:00PM Pacific Time of the day that is four (4) business days from the date the District announces the highest scoring proposal at the conclusion of Step 2.
- 4. Protests based on all other circumstances must be received by the District by 5:00PM Pacific Time of the day that is four (4) business days after the protesting Proposer knows or should have known of the facts and circumstances upon which the protest is based. In no event shall a protest be considered if all submittals are rejected or after award of the contract.

#### D. Determination of Protest:

- 1. Upon receipt of a timely written protest, the District shall investigate the protest and shall respond in writing to the protest in accordance with the timeframes established under RCW 39.10.330. The District's decision shall be final.
- 2. The District may, at its discretion, provide any other Proposer the opportunity to respond in writing to the protest.

#### E. Failure to Comply:

Failure to comply with the procedures set forth herein may render a protest untimely or inadequate and may result in rejection thereof by the District. Timely and proper compliance with and exhaustion of these protest procedures will be a condition precedent to any otherwise permissible judicial consideration of a protest.

#### SECTION 10. DESIGN-BUILDER'S RESPONSIBILITY

At the time of submitting an SOQ and/or RFP response, as applicable, all Proposers must be registered by the Washington State Department of Labor and Industries in accordance with RCW 18.27.020; have a current UBI number; as applicable, have 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, and Washington Department of Revenue State Excise Tax registration number as required in RCW Title 82; not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3); and satisfy the bidder responsibility criteria in RCW 39.26.160(2) and RCW 39.04.350.

# EXHIBIT A Existing Conditions

### **Crystal Springs Elementary - Existing**



# Fernwood Elementary - Existing



### Woodin Elementary – Existing

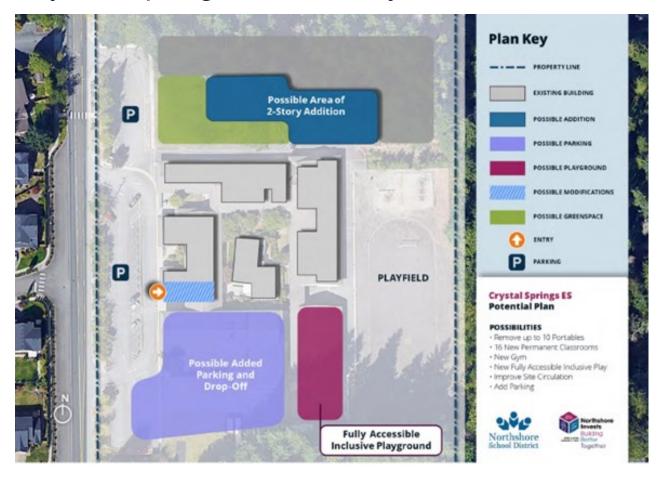


# Sorenson Early Childhood Center – Existing



# EXHIBIT B Conceptual Site Plan

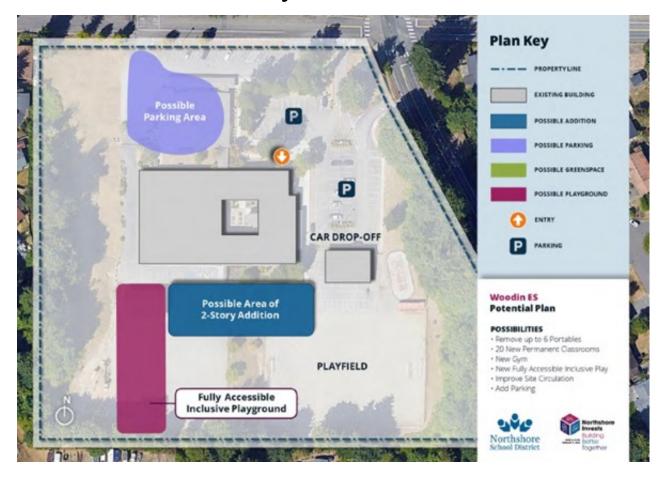
# **Crystal Springs Elementary – Potential**



### Fernwood Elementary – Potential



### Woodin Elementary – Potential



### Sorenson Early Childhood Center - Potential



# EXHIBIT C

# **DRAFT** Design-Build Contract

To be provided via addendum