

**REQUEST FOR QUALIFICATIONS**  
**City of Bothell**  
**Fire Station 42 and 45 Replacement**

This Request for Qualifications (“RFQ”) from City of Bothell (the “Owner”) invites the submittal of a Statement of Qualifications (“SOQ”) from firms interested in providing Design-Build services for the Bothell Fire Stations 42 and 45 Replacement (Project) described below. By submitting a Statement of Qualifications (“SOQ”), the Proposer represents that it has carefully read the terms and conditions of this RFQ, and all attachments and addenda, and agrees to be bound by them.

Proposers shall submit the SOQ to **Jeff Sperry/Krista Lutz** at City of Bothell City Hall (18415 101<sup>st</sup> Ave NE, Bothell, WA 98011) before 2:00 p.m., July 19, 2019.

**SECTION I OVERVIEW OF PROJECT**

**A. General**

The City of Bothell (City) is starting a multi-year project to rebuild, with new construction, Fire Stations 42 & 45 on existing sites. Currently many industry wide standards and codes are not being met within the current stations due to the age of the stations and configuration of the current space. Not meeting these standards increases the risks to not only personnel but also to personal protective equipment, apparatus, and community safety. Because fire service operations will continuously need to be maintained during the project duration, the Design-Build Team will design and construct temporary facilities and implement phased construction as part of this project. The selected Design-Build team will assist the City in determining the locations for the temporary facilities for the stations, preferably from the City’s inventory of properties.

The City has established programming and preliminary station sizing based on operational needs as influenced by call demand, staffing, regulatory compliance, national standards, and trends in the fire service. New station 45, located in Snohomish County, is programmed as an approximately 17,000SF facility with 4 bays. Station 45 will be constructed first to accommodate additional fire staff added through levy funds. Station 45 will also include a small office to accommodate police staff. New station 42, located in King County, is programmed as an approximately 26,000 SF facility with a 5 bay drive through. The new station 42 will also have fire department administrative offices and a detached reserve and support apparatus structure that will be constructed as a separate non-essential building on the site. This building will include three 60’ deep bays with an additional approximately 3,000SF. In addition to the fire-fighting equipment and vehicles, the stations will include living quarters for the fire fighters as well as public spaces. If the budget allows, the City would also like to add training facilities at fire station 42.

**Reason for using Design Build**

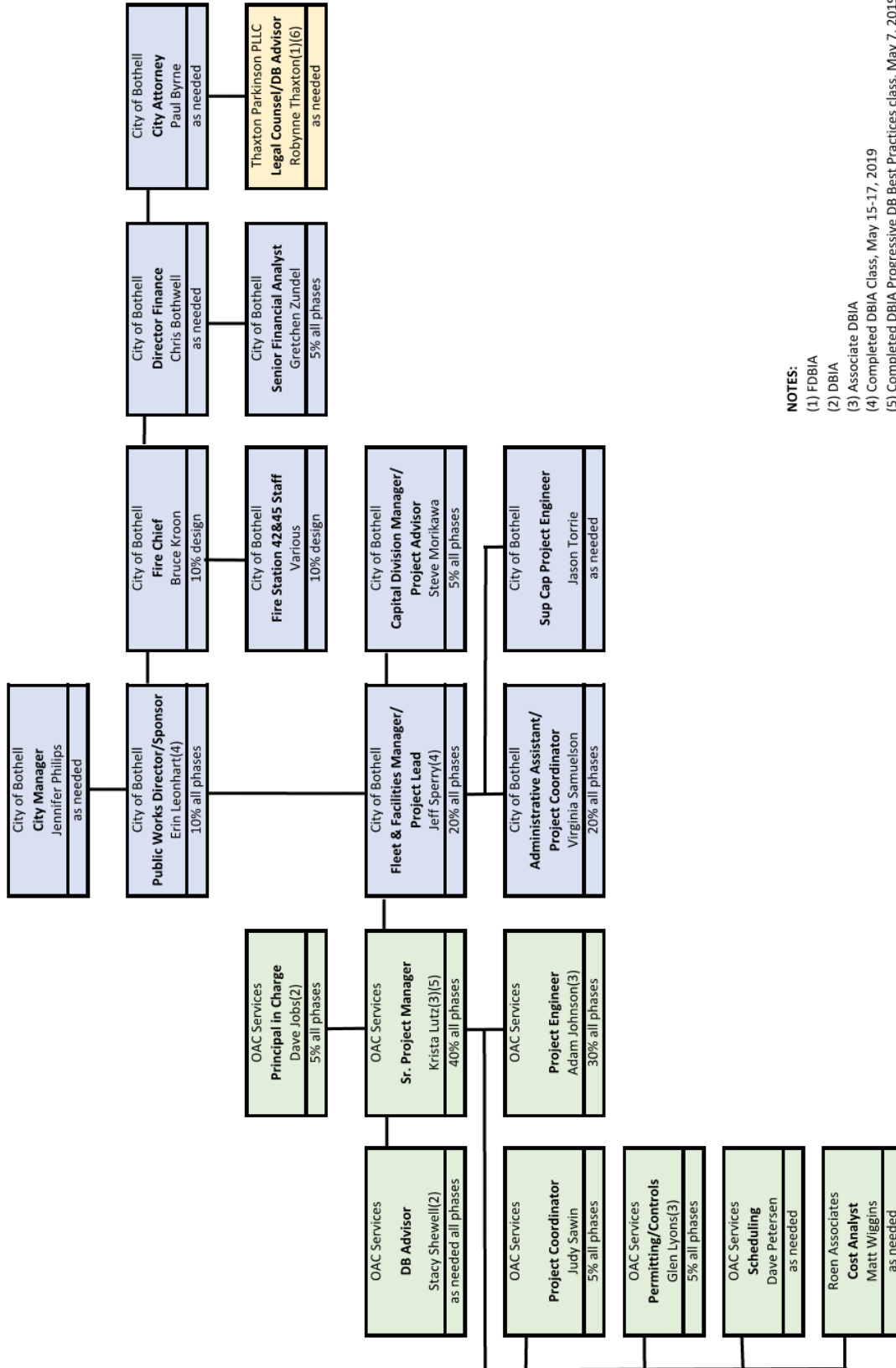
The City wants to optimize development of progressive design-build (PDB) solutions such as early collaboration between the owner, designer, and builder, more informed estimating and scheduling during design, O&M and life-cycle costing, procurement of subcontractors and suppliers in a competitive market, phasing and sequencing of two stations and temporary facilities while critical services are maintained, and open-book pricing and transparency. The Fire Stations meet all of the required criteria for DB delivery under the RCW.

Fire stations are critical facilities with life-safety responsibility to the community that need to stay operational at all times. To stay operational, the City seeks to work with the Design-Build (DB) team to develop strategies for phasing construction and utilizing temporary facilities, which must be located in close proximity to each of the stations, with minimal impact to response times. The sites are small and constrained and the apparatus must be stored in an environmentally controlled space at all times. The stations require specialized equipment for decontamination, communications, and vehicle maintenance.

DB provides greater opportunity for innovation and efficiency than design-bid-build. Having a DB involved during early design development will help to ensure that specialized equipment is incorporated into the design efficiently, per AHJ requirements, according to best practices. Most importantly, the design-builder can work with the City to develop innovative approaches to this phased and sequenced work for both fire stations and implement overlapping work tasks to leverage efficiencies and ensure these critical facilities (and any temporary facilities) maintain life-safety operations for the community at all times. In addition, the design-build team will achieve significant efficiencies by working with the owner team for the first station and using the lessons learned and information from the first project in the second.

Time is critical in delivering these facilities. Significant savings in project delivery time will be realized using PDB. The nature of the project will greatly benefit from design-builder input to more effectively manage risks and costs. The DB will become a critical project partner in phasing and sequencing of work, ability to maintain ongoing emergency response and operations during construction, material selection, design details, value engineering and constructability analysis. The DB will be able to perform site investigation during preconstruction to minimize the potential of unforeseen conditions with regards to underground utilities, soils conditions, etc. The DB will be able to identify long-lead materials and equipment and bid those items early so that the schedule is not impacted. By developing the phasing and temporary facility strategy with the DB team, the project can optimize on concurrent design of both stations through concept design (and possibly through construction documents) as well as potential overlap of construction, streamlining the total project schedule, reducing duration of impact to emergency operations, enabling innovative solutions, and ultimately providing greater value for the tax payer's investment.

**B. Owner Team**



- NOTES:**  
 (1) FDBIA  
 (2) DBIA  
 (3) Associate DBIA  
 (4) Completed DBIA Class, May 15-17, 2019  
 (5) Completed DBIA Progressive DB Best Practices class, May 7, 2019  
 (6) Taught DBIA Progressive DB Best Practices Class, March 28, May 7, 2019

## C. **Project Goals**

The Owner has established the following Project Goals:

1. **Efficient and Effective Design.** The Design-Build Team will provide designs that maximize the square footage available to meet the needs of the Bothell Fire Department, so the stations can effectively serve the community, including:
  - a. Include the functions and amenities in an efficient workspace including administration spaces within the limited footprint of the building and incorporate as many additional amenities as the budget allows (such as the desired training facility);
  - b. Provide comfortable spaces for staff that are both livable, provide health benefits such as exercise facilities, and incorporate best practices from the “Healthy In/Healthy Out” guide produced by the Washington State Council of Fire Fighters <https://www.wscff.org/health-wellness/healthy-in-healthy-out/>;
  - c. Create functional and comfortable public spaces and buildings that fit into and enhance the surrounding community;
  - d. Design for easy long and short term maintenance and upkeep; and
  - e. Meet or exceed the City’s sustainability goal of LEED Silver.
2. **Maximize Efficiency of Phasing Plan and Schedule.** The Design-Builder will develop a design and construction phasing plan and schedule that will:
  - a. Maximize the efficiencies of designing and constructing similar stations through the use of repetitive design submissions, equipment submittals, and maintenance and operations requirements.
  - b. Create a temporary facility plan that minimizes the impact on the 24/7 emergency operations and maximizes Department’s ability to continuously serve the community, including collaboration with the Owner to determine the optimum location of the temporary facilities;
  - c. Create a reliable schedule that achieves completion of the Project as soon as practicable.
3. **Efficient Pricing.** The Design-Build Team will provide transparent pricing that takes advantage of the efficiency of progressive design-build, including the following:
  - a. Create efficiencies through the standardization of design elements, such as equipment and systems, in the two facilities;
  - b. Fast track design and construction to maximize the Owner’s budget and minimize the schedule; and
  - c. Utilize materials and equipment that are easily maintained from reliable suppliers with excellent warranty service.
4. **High Functioning Team.** The Design-Build Team will develop and promote a high functioning, collaborative relationship between itself, the Owner, and the Stakeholders to achieve Design Excellence within the Owner’s budget and schedule and demonstrating exemplary design and project management.
5. **Design for Safety.** The Design-Build Team will create designs that enhance the safety of the project(s) in both construction and in the operation of the facility. The design and construction process will reduce re-work and interference with operations with a goal of no recordable incidents.

**C. Estimated Target Budget**

The estimated target budget for design and construction is approximately \$24 million.

**D. Project Solicitation Schedule**

The following is an estimated solicitation schedule. The Owner reserves the right to modify the schedule.

<b>Date</b>	<b>Activity</b>
June 28, 2019	Issue RFQ (pending PRC approval)
July 19, 2019	SOQ Due Date
July 24, 2019	Notification of Shortlisted Finalists
July 29, 2019	Issue RFP
August 19-20, 2019	Office Tours and Interactive Meetings
August 22, 2019	Last Date to Submit Questions or Proposed Changes to Contract
August 26, 2019	Last day to issue addenda
August 30, 2019	Proposal Due Date
September 9, 2019	Notification of Highest Scored Finalist

**E. Definitions**

1. Design-Builder: The entity with the prime contract with the Owner.
2. Design-Build Team: All entities listed by the Design-Builder as providing services or construction on the project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ.
3. Design Excellence: Design Excellence is achieved through design solutions that exceed the Owner’s Project Goals while maximizing the Owner’s budget and producing efficiencies in the operation and maintenance of the facilities with a focus on safety both during construction and the long term management of the facilities.
4. 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.
5. Projects of Similar Scope and Complexity: Projects that had completion dates within the past 6 years and that have many or all of the following characteristics:
  - a. Projects of a similar size that include design and construction of fire stations;
  - b. Projects where the design and construction were fast tracked and achieved schedule efficiencies;
  - c. Projects that utilize an integrated delivery method (GC/CM, DB, private Integrated Project Delivery, etc.) that require strong coordination and integration of the design and construction team and early involvement of the contractor during design;
  - d. Projects where the Design-Builder was selected prior to the establishment of the final scope, price, and schedule and where the Design-Builder collaborated with the Owner to develop the final scope, price, and schedule;
  - e. Projects where the design-builder assisted the owner in site selection;
  - f. Projects where the design-builder developed temporary facilities to minimize impact on 24/7 operations;
  - g. Projects where the design maximized function within a limited space; and
  - h. Projects that achieved the owner’s sustainability goals at LEED Silver or greater.

## **SECTION II SOLICITATION PROCESS**

### **A. General Information**

#### **1. Compliance with Legal Requirements**

This solicitation will be in accordance with RCW Ch. 39.10 and all applicable federal, state, and local laws, and Owner policies and procedures.

#### **2. Conflict of Interest and Communications with the Owner**

Consultants who assisted the Owner in the project preparations may propose or participate on any Design- Build Team on this project.

Communication with the Owner regarding this project shall be via email and directed to **Krista Lutz** at [klutz@oacsvcs.com](mailto:klutz@oacsvcs.com). Do not communicate about this project with any other Owner employees or consultants. Communication with other Owner employees or consultants may cause the firm involved to be disqualified from submitting under this solicitation. Proposers shall not visit fire stations during the RFQ and RFP process without express permission from the Owner.

#### **3. Expenses of Proposer and Payment of Honorarium**

The Owner accepts no liability for the costs and expenses incurred by firms in responding to this solicitation. Each Proposer that enters into the solicitation process shall prepare the required materials, the SOQ and the Proposal at its own expense and with the express understanding that it cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process. In accordance with RCW Ch. 39.10.330, the Owner will pay an honorarium in the amount of five-thousand dollars (\$5000.00) to the short-listed responsible Finalists submitting responsive proposals to the RFP that remain in competition until the point of Contract award, but who are not awarded the Design-Build Contract.

#### **4. Public Disclosure**

All documentation provided to the Owner may be considered public documents under applicable Washington State laws and may be subject to disclosure in accordance with Washington State Public Records. Proposers recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

Any material requested to be treated as confidential, proprietary information or trade secrets must be clearly identified and readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and Proposers may be required to justify why such material should not, upon written request, be disclosed by the Owner under the Washington Public Records Act. The Owner will endeavor to provide at least two (2) business days' notice of a public records request for material submitted pursuant to this solicitation. Proposers must respond to the notice in writing with any objection to the production of the documents within two (2) business days of receipt of the notice.

#### **5. Protest Procedures**

The protest procedures are set forth at Attachment A to this RFQ.

### **B. Owner Rights and Solicitation Conditions**

The Owner reserves without limitation and may exercise at its sole discretion, the following rights and conditions with regard to this solicitation process:

1. To cancel the solicitation process and reject any and all proposals;
2. To waive any immaterial informality or irregularity;

3. To revise the solicitation documents and schedule via an addendum;
4. To reject any Proposer that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
5. To provide clarifications or conduct discussions, at any time, with one or more Proposers;
6. To contact references that are not listed in the Proposer's SOQs and investigate statements on the SOQs and/or qualification of the Proposer and any firms or individuals identified in the SOQ;
7. To consider the claims history of any Proposer as part of the evaluation of the Proposer; and
8. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the Owner's best interests.

**C. Outline of the Solicitation Process**

**1. Request for Qualifications (RFQ).**

- a. This RFQ invites firms to submit their SOQ describing in detail their technical, management, and financial qualifications to design, permit, construct, closeout, and commission the Project. The issuance of this RFQ is the first phase of the solicitation process being conducted pursuant to RCW Ch. 39.10.330. Questions related to this RFQ can be submitted to Krista Lutz.
- b. Proposers will submit their SOQ, and other deliverables required pursuant to this solicitation at the time and in the manner set forth in this RFQ and any addenda. The Owner will not consider SOQ or other deliverables that are submitted after the time set forth in the RFQ. Proposers are solely responsible for making sure that the Owner receives the SOQ in a timely fashion. The Owner reserves the right to disregard immaterial irregularities in either the manner or the format of any SOQ.
- c. The Owner will evaluate the information submitted by each Proposer to determine 1) whether the Proposer meets the mandatory minimum requirements and 2) pursuant to the scoring system described below. Any Proposer who fails to meet the mandatory minimum requirements set forth in this RFQ will not be considered further by the Owner in this solicitation.
- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any addenda issued thereto. The maximum percentage for each criterion is listed below. The percentage listed indicates relative weight or importance given to each criterion.
- e. At its sole discretion, if the Owner receives more than eight SOQs, the Owner reserves the right to conduct an initial abbreviated review of all of the SOQs and narrow the number of SOQs to a smaller number for a more in depth review. The initial abbreviated review will evaluate the same criteria as the more in depth review.
- f. Not more than five responsive and responsible firms will be selected as Finalists. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- g. The SOQ scores will be carried forward and included in the final evaluation and selection.
- h. The Owner is requesting that the Design-Build Team be limited to the Lead Designer, the Lead Constructor, and specialty designers (for example firms who specialize in the design of fire stations) at this time. During the procurement, the Design-Build Team should not include a separate electrical, mechanical, or structural design firm or any trade subcontractors. Additional design and engineering sub-consultant team members will be selected at a future date.
- i. Design-Build Team Members and Key Team Members included by the Design-Builder in the SOQ (collectively "Team Members"), will be used as a basis for selection. Substitution of Team

Members at any time during the solicitation process and in the performance of the work will not be allowed without written authorization from the Owner, which shall not be unreasonably withheld. Proposers and Finalists must submit the qualifications information of all proposed substituted Team Members to the Owner. Even with written authorization from the Owner, a change to any submitted Team Member will result in re-evaluation and may result in a change to the evaluation and ranking of the Proposer, which may result in the removal of a Finalist from the short list.

## **2. Request for Proposal (RFP), Interactive Meetings & Selection Process**

- a. The request for proposals will include: Management Proposal, Interactive Meetings and Price Proposal
- b. The Owner will issue the RFP to the shortlisted Finalists. The RFP will further explain the evaluation criteria, the Interactive Meetings and other elements of the RFP process.
- c. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
- d. Each Finalists will be asked to host the Owner Evaluation Committee in an Office Tour and Interactive Meeting at the home office of the Design Builder. . The format of the Interactive Meetings will be designed to allow the Finalists to ask the Owner questions regarding the Project and the Owner's goals and concerns. The Interactive meetings will also provide an opportunity for direct interaction between the Finalist and the RFP Evaluation Committee.
- e. A Finalist may submit suggested proposed changes to the contract provisions no later than the date set forth in the Schedule. The Owner, at its sole discretion, may revise the RFP, the contract provisions and/or program documents and issue an addendum to all Finalists.
- f. Finalists will submit a Management Proposal and Price Proposal in accordance with the solicitation schedule. The deliverables with the Management Proposal will include the Finalists' design ideas and concepts to accomplish Project Goal number 1 as well as proposed phasing plans to accomplish Project Goal number 2. Finalists are encouraged to include their best prices in their proposals.
- g. The Owner will establish a Proposal Evaluation Committee to review and evaluate the Management Proposal, Price Proposal and Interactive Meetings. The Proposal Evaluation Committee may be the same as the SOQ Evaluation Committee. The Proposal Evaluation Committee will evaluate the Proposals in accordance with the published evaluation criteria. Evaluators will use points to score each Proposal.
- h. At its sole discretion, the Owner may ask written questions of Proposers, seek written clarifications, and conduct discussions on Proposals.
- i. The Owner will provide a written notification to all Finalists of the selection decision and make a selection summary of the final proposals available to all proposers within two business days of the written notification.
- j. The Owner will initiate negotiations with the Finalist submitting the highest scored proposal. If the Owner is unable to execute a contract with the Finalist submitting the highest scored Proposal, negotiations with that Finalist may be suspended or terminated, and the Owner may proceed to negotiate with the next highest scored firm. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated.
- k. Finalists will submit a Price Proposal that will provide the following information:
  - i. Hourly rates for the Key Team Members listed in the Proposal. The Hourly Rates are not scored but will be incorporated into the Design-Build Agreement as an Exhibit. Separate rates shall be submitted for preconstruction and construction services should



they differ.

- ii. Design-Builders Fee as a percent of the Cost of Work. The definition of Profit and Overhead will be included in the Design-Build Contract provided with this RFQ.
  - iii. Phase 1 (as set forth in Attachment F-Design-Build Agreement and General Conditions) Not to Exceed Amount. The Phase 1 Not to Exceed Amount is not scored but provided the Owner agrees to the scope and the Not to Exceed amount, it will be incorporated into the Design-Build Agreement.
- I. The Price Proposal will be submitted separately from the Management Proposal, with the words "Price Proposal" on the envelope

### 3. Evaluation of Proposers

In the evaluation and scoring of Proposers and Finalists, the Owner will consider the information submitted in the SOQ, the Management Proposal, Price Proposal, and Interactive Meetings with respect to the evaluation criteria set forth in the RFQ and RFP. The result of the evaluation will be a comparative scoring of Proposers.

In evaluating each of the criteria, the Evaluation Committees will identify significant and minor strengths and weaknesses from the submissions. The Evaluation Committees will then use the following standards to evaluate the submissions and determine the number of points for each Evaluative Criteria based on the percentages assigned in the RFQ, the RFP and any addenda. In the description below, the term "Proposer" includes both Proposers in the SOQ phase as well as Finalists in the RFP phase of the procurement.

#### a. Definition of "strength" and "weakness":

- i. The term "strength" ultimately represents a benefit to the Project and is expected to increase the Proposer's ability to meet or exceed the Project Goals and/or meet the definition of Design Excellence. A minor strength has a slight positive influence and a significant strength has a considerable positive influence on the Proposer's ability to exceed the Project Goals and meet the definition of Design Excellence.
- ii. The term "weakness" detracts from the Proposer's ability to meet the Project Goals or the definition of Design Excellence and may result in inefficient or ineffective performance. A minor weakness has a slight negative influence and a significant weakness has a considerable negative influence on the Proposer's ability to exceed the Project Goals and meet the definition of Design Excellence.

**b. Excellent (81-100 percent):** The Evaluative Criteria demonstrates an approach that is considered to exceed the Project Goals and the RFQ or RFP requirements and provide a consistently outstanding level of quality. For the Evaluative Criteria to be considered *Excellent*, it must be determined to have significant strengths and/or a number of minor strengths and few, if any appreciable weaknesses. The minimum allocation of points for *Excellent* is 81 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths will result in a higher percentage, up to a maximum of 100 percent. An Evaluative Criteria that is evaluated as Excellent is considered to present virtually no risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and would most likely exceed all Project Goals and meet the definition of Design Excellence.

**c. Good (61-80 percent):** The Evaluative Criteria demonstrates an approach that is considered to meet the RFQ or RFP requirements in a beneficial way (providing advantages, benefits, or added value to the Project) and offers quality. For the Evaluative Criteria to be considered *Good*, it must be determined to have strengths and few minor

but no significant weaknesses. Minor weaknesses are offset by strengths. The minimum allocation of points for *Good* is 61 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weaknesses will result in a higher percentage, up to a maximum of 80 percent. There is little risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and would most likely meet all Project Goals and may meet the definition of Design Excellence.

- d. **Fair** (41-60 percent): The Evaluative Criteria demonstrates an approach that contains minor and/or significant weaknesses and limited appreciable strengths. The minimum allocation of points for *Fair* is 41 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 60 percent. There is some risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and meeting the Project Goals or the definition of Design Excellence.
- e. **Deficient** (0-40 percent): The Evaluative Criteria demonstrates an approach that contains significant weaknesses and few or no appreciable strengths. The minimum allocation of points for *Deficient* is 0 percent. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 40 percent of the maximum points available for a given evaluation criterion. It is expected that the Proposer would not be able to deliver the Project to the Owner's satisfaction and meet the Project Goals or the definition of Design Excellence. The Owner, at its sole discretion, may reject any Proposal deemed *Deficient* in fulfilling the requirements of the RFQ or RFP requirements.
- f. **Non-Responsive**: Does not meet the Minimum Qualifications required for evaluation. In addition, the Owner, at its sole discretion, may reject any Evaluative Criteria deemed non-responsive to any of the requirements of the RFQ or RFP.
- g. **Scoring**. For the purpose of selecting and evaluating Proposers, the evaluation criteria will be given the following relative weights:

<b>RFQ Response (SOQ)</b>		
	Team Organization	25 points
	Demonstrated History of Successful Projects of Similar Scope and Complexity	30 points
	Design and Permitting Experience	20 points
	Scheduling and Construction Experience	25 points
	Safety Performance	Pass/Fail
	Previous experience with OMBWE firms	Pass/Fail
	<b>Total SOQ Points Possible</b>	<b>100 points</b>
<b>RFP Response (Meetings and Proposals)</b>		
	<b>Evaluative Criteria</b>	<b>170 points</b>
	Overall Management Approach	40 points
	Design Development	50 points
	Scheduling, Sequencing, and Project Management	50 points
	Project Controls, Cost Tracking and GMP Development	30
	<b>Design-Builder's Fee Percentage</b>	<b>30 points</b>
	<b>Total Points Possible from RFP Phase</b>	<b>200 points</b>
	<b>Total Number of Points</b>	<b>300</b>

**D. Contract Format**

The Owner will enter into negotiations with the highest scored Finalist for the Design-Build Agreement. The proposed Design-Build Agreement and General Conditions are attached to the RFQ as Attachment F. The Owner reserves the right to modify the proposed Design-Build Agreement and General Conditions and/or negotiate its terms with the highest scored Finalist. The Design-Build Agreement and General Conditions attached as Exhibit E is a modified form of the Design-Build Institute of America's form 530 and 535. A red-lined version of the documents will be provided upon written request.

Attachment F includes the City's proposed structure for Phase 1, which consists of two sub-phases, Phase 1A and Phase 1B. The intent of Phase 1A is to validate the project scope and budget as well as to bring both stations to approximately thirty percent design. Phase 1B will then take the design of station 45 to approximately sixty percent and establish the GMP for both stations, with the GMP for station 42 to be based on agreed upon assumptions between the City and the Design-Builder that will be further developed in Phase 2. This phasing plan represents the City's initial concept of how to efficiently phase the project; however, the City recognizes that the Finalists may have a better and more

efficient way to achieve Project Goal number 2 and develop the GMP for both stations and their respective temporary facilities. Therefore, with the Management Proposal in the RFP stage, the Finalists will provide their proposed phasing plans to the City for the design, construction, and development of the GMP.

### **SECTION III SOQ DOCUMENTATION REQUIREMENTS**

#### **A. Submittals**

Proposers will submit SOQs pursuant to the following instructions:

#### **B. SOQ Format Requirements**

The SOQs shall comply with the following format requirements:

1. SOQ shall be bound in 8-1/2" x 11" format; four (4) signed hard copies and one (1) PDF copy supplied via flash drive.
2. Digital SOQs shall be formatted in searchable pdf format.
3. The body of the SOQ shall be organized in accordance with the Evaluation Criteria.
4. Section 3 of the SOQ, Technical and Management Qualifications, when printed, shall be limited to a maximum of fifteen (15) pages.
5. Section 4 of the SOQ, Identification of Projects, when printed, shall be limited to a maximum of two (2) 11" x 17" pages.
6. For all sections of the SOQ, the following shall apply:
  - a. The **only** documentation that is **not** included in the page counts set forth above is the following:
    - i. Letter of interest.
    - ii. Statement of Proposer's Ability to Provide Performance and Payment Bond;
    - iii. Statement of Proposer's Ability to Meet the Owner's Insurance Requirements;
    - iv. Organization Chart
    - v. Corporate Structure Questionnaires;
    - vi. Identification of Projects Table;
    - vii. Resumes of Key Team Members;
    - viii. Divider tabs, provided that they contain no substantive content; and
    - ix. Cover pages, provided that they contain no substantive content.
  - b. **SOQs with sections that exceed the page limit may be rejected.** The Owner, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal section within the page count requirement.
  - c. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.
  - d. The font should be no smaller than 10 point.

**C. SOQ Organization**

SOQs shall consist of the following parts:

1. Letter of Interest
2. Minimum Qualifications
  - a. Statement of Proposer's Ability to Provide Performance and Payment Bond. (See Attachments B and C)
  - b. Statement of Proposer's Ability to Meet the Owner's Insurance Requirements. (See Attachment D)
3. Technical & Management Qualifications
  - a. Team Organization
  - b. Demonstrated History of Successful Projects of Similar Scope and Complexity
  - c. Design and Permitting Experience
  - d. Scheduling and Construction Experience
  - e. Safety
  - f. Diverse Business Inclusion – Past Performance
4. Identification of Projects Table
5. Key Team Members Resumes
6. Corporate Structure Questionnaires

**SECTION V SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION**

**A. Letter of Interest (No points)**

The SOQ must include a cover letter containing the name, address, business and mobile telephone numbers, and e-mail address of the Proposer and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number and e-mail address for each Design-Build Team Member and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

**B. Minimum Qualifications**

**1. Statement of Proposer's Ability to Provide Performance and Payment Bond (Pass/Fail)**

As a **mandatory minimum requirement**, the Proposer must have a bonding capacity of not less than \$24 million and the ability to obtain a performance and payment bond. Proposer shall provide a letter from Proposer's surety company or underwriter confirming bonding capacity. Any Proposer who fails to meet this mandatory minimum requirement will not be considered further by the Owner in this solicitation process. The surety shall be a company qualified and registered to conduct business in the state of Washington.

**2. Statement of Proposer's Ability to Meet the Owner's Insurance Requirements. (Pass/Fail)**

As a **mandatory minimum requirement**, the Proposer must establish that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment D). Proposer shall provide a letter from Proposer's insurance broker (or agent) confirming its commitment to insure Proposer if selected to perform the Project. Any Proposer who fails to meet this mandatory minimum requirement will not be considered further

by the Owner in this solicitation. The insurer shall be a company qualified and registered to conduct business in the state of Washington.

### **C. Technical and Management Qualifications**

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by providing the following technical and management qualifications of the Proposed Design-Build Team Members and the Key Team Members. The Proposer is responsible for ensuring that contact information contained in their referenced project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on experience and expertise in performing substantive work on projects that are "similar scope and complexity" to this project within the last six (6) years. Priority will be given to successful projects in which Proposed Design-Build Team Members and/or individual Key Team Members had substantial responsibility for their respective scopes of work. The Owner reserves the right to conduct reference checks and/or verify the information provided in the SOQ. The Owner also reserves the right to use the information obtained during the reference checks in scoring the Proposer.

The SOQ will be evaluated on the following technical and management qualifications:

#### **1. Team Organization**

- a. Provide an organization chart (showing Key Team Members and their firm affiliation) for all phases of the project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. At a minimum identify the Key Team Members performing the following functions. Note that the same individual can perform multiple functions.
  - i. Person responsible for the overall management of the Design-Build effort and contract;
  - ii. Person responsible for the design;
  - iii. Person responsible for the design management;
  - iv. Person responsible for overall construction management effort (Construction PM);
  - v. Person responsible for on-site field supervision and direction and construction (Superintendent);
  - vi. Person responsible for cost controls and budgeting; and
  - vii. Person responsible for scheduling;
- b. Provide a narrative describing the benefits of the team structure and the benefits that each Key Team Member provides to the Project. Explain how the team and Key Team Members will achieve Design Excellence and exceed the Project Goals. Describe the Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model.
- c. Describe the corporate structure of the prime Design-Builder and complete the corporate structure questionnaire for the Design-Builder, Attachment E. If the prime Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner and provide a copy of the Joint Venture Agreement. Provide corporate structure questionnaires for each business entity proposed as part of the Design-Build Team.

- d. For each Design-Build Team Member, identify all lawsuits or claims filed in any court or public administrative body in which the Design-Build Team Member, or any company owned or controlled by the Design-Build Team Member, is a party asserting a claim on a design or construction contract. For lawsuits and/or claims in Washington, identify those filed in the last ten years. For lawsuits and/or claims against the Owner, identify all claims and/or lawsuits filed at any time. With each lawsuit, identify the name of the parties, the court or administrative body, and the case number or identifying information for the case. Also identify the amount of the original claim as well as the amount ultimately recovered.

## **2. Demonstrated History of Successful Projects of Similar Scope and Complexity**

- a. Describe the Team's experience in successfully managing Design-Build (or a similar integrated delivery model) projects of Similar Scope and Complexity to clients to include management and communications of an integrated team of design consultants, subcontractors and owners, partnering, and dispute resolution. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- b. Describe the Team's experience in designing Fire Stations and explain how the Team's experience with these Fire Stations will assist the Owner in exceeding its Project Goals and achieving Design Excellence.
- c. Describe the Team's experience in progressive Design-Build projects where the Design-Builder assists the owner in developing the scope of the project and negotiating the GMP after contract award.
- d. Describe the Team's experience in developing and managing a Guaranteed Maximum Price. Explain the ideal timing in the project to establish a GMP.
- e. In evaluating this factor, the Owner reserves the right to award more points to teams with project experience that meet more of the elements of the definition of Projects of Similar Scope and Complexity. The Owner will also consider the information regarding Projects of Similar Scope and Complexity provided in other sections of the SOQ.

## **3. Design and Permitting Experience**

- a. Describe the Design-Builder's experience in managing the design process.
- b. Describe the Team's experience with designing and permitting projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- c. Discuss previous experience with designing a highly functional working environment within a constrained space or on a constrained site.
- d. Describe the Team's capacity for drafting designs, including but not limited to the following information:
  - i. Whether the design is performed in-house or is contracted to another firm; and
  - ii. Software used by the firm (AutoCad, etc.) and the version used;

## **4. Scheduling and Construction Experience**

- a. Describe the Team's experience in developing integrated design and construction schedules for Projects of Similar Scope and Complexity, and specifically describe any projects where the Team has designed and constructed phased projects on multiple sites.

- b. Describe the Team's experience with construction management and construction for projects with Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- c. Describe the Team's approach to the following:
  - i. Conceptual estimating and early budget management;
  - ii. Phased design and construction sequencing planning and schedule development;
  - iii. Quality control/quality management; and
  - iv. Change orders.

**5. Safety**

- a. Describe the Team's experience in developing and complying with safety plans for Projects of Similar Scope and Complexity.
- b. For each project listed in this SOQ, provide the number of recordable injuries on the site of the Project.
- c. List the Washington State Department of Labor and Industries Experience Rating for each proposed member of the Design-Build Team. If any member of the proposed Design-Build Team has an experience rating higher than 1.0, please provide an explanation for the rating.

**6. Diverse Business Inclusion - Past Performance**

Describe your team's programs, approaches, and specific steps that were used to include diverse businesses, included but not limited to OMWBE certified businesses, in previous projects. Please highlight strategies that were successful in increasing diverse business participation.

**D. Identification of Projects (not scored)**

- 1. The Proposer must submit an Identification of Projects Table with the required information set forth herein. The Identification of Projects Table may be submitted on 11" x 17" paper and may be no more than two pages in length. The Proposer is responsible for ensuring that contact information contained in their Identification of Projects is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications. The Owner reserves the right to contact any person listed in the Identification of Projects or any other person with knowledge regarding any Project in which any Design-Build Team Member or Key Team Member participated.
  - a. Name of project;
  - b. Owner/Customer;
  - c. Location of project (include address);
  - d. Description of the delivery method and integration of design and construction and identify the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor or other;
  - e. Project description and applicability and relevance of the referenced project to the evaluation criteria Project.
  - f. Name of each Key Team Member who is proposed for this contract who played a significant role on the project example, including a description of their project responsibilities and functions;



- g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
    - h. The initial date scheduled for substantial completion, the actual date of completion, and an explanation for any difference between the two dates; and
    - i. Project contact of the owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted project example.
  2. The information provided in this section will not be scored separately. Rather, the information will be used to obtain basic information regarding the projects and determine whether projects identified in the SOQ are within the definition of Projects of Similar Scope and Complexity.

**E. Key Team Member Resumes**

1. Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information:
  - a. Description of the key individual's proposed project role;
  - b. Identification of employer and number of years employed by the firm;
  - c. Educational background, professional licenses, and/or certifications;
  - d. Experience relevant to their proposed role on the Project and how their experience will benefit this project, clearly identify individual's role on projects listed in section C-2 of the SOQ 'Demonstrated History of Successful Projects of Similar Scope and Complexity'; and
  - e. Proposed percentage of time that the individual will be assigned to the Project by phase (Phase 1 and Phase 2).
2. The information provided in this section will not be scored separately. Rather, the information will be scored with Section V.C.1 above

**F. Corporate Structure Questionnaire**

Submit a completed Corporate Structure Questionnaire for each company proposed on the Design-Build Team.

**SECTION VI LIST OF RFQ ATTACHMENTS**

- A. Protest Procedures
- B. DBIA 620 Performance Bond Form
- C. DBIA 625 Payment Bond Form
- D. DBIA Insurance Exhibit
- E. Corporate Structure Questionnaire
- F. Proposed Draft Progressive Design-Build Agreement and General Conditions of Contract