



**Request for Proposals
General Contractor Construction Manager**

**New East Division Elementary School and
Madison Elementary School Replacement**

RFP# 4901

**Submittal Deadline:
August 22, 2016, 3:00 pm Pacific Time**

**Mount Vernon School District
August 3, 2016**

1.1 INTRODUCTION

The Mount Vernon School District (MVSD) is soliciting Proposals from prospective General Contractor/Construction Managers (GC/CM or Contractor) for Preconstruction Services and potential construction of the **New East Division Elementary School (EDES) and Madison Elementary School (MES) Replacement** project. This project consists of the construction of two elementary schools on separate sites that are combined into one project due to the critical nature and interdependence of their construction phasing and utilization during the construction process. The selected GC/CM will:

- Support an integrated delivery model together with MVSD staff, TCF Architecture, Parametrix and other consultants/vendors to maximize Project value to bond supporters, the public and other stakeholders.
- Provide preconstruction consulting services, including cost estimating, scheduling, phasing, logistics, constructability reviews, selection of materials, building systems and risk mitigation.
- Provide integrated use of current design and construction technology including Building Information Modeling and Virtual Design and Construction as appropriate.
- Assist in establishing performance goals with the Project team for the design, planning, execution and other methods to achieve these goals.
- Solicit and manage subcontractor and supplier procurement/bidding.
- Provide construction services to deliver the project, safely, on time and under budget.
- Lead, implement and track lean construction principles promoting efficiency and reducing waste
- Provide recommendations to the District on the use of MC/CM and EC/CM.

As defined under 39.10 RCW, Alternative Public Works Contracting Procedures, MVSD intends to award a contract for GC/CM services ("GC/CM Contract") utilizing a three-step competitive process to select the most qualified contractor. The three-step process is described in Section 4.0 of this document.

MVSD's overall project team includes TCF Architecture as the lead Designer and Architect of Record and their engineering consultants for civil, structural, mechanical, electrical and specialty consultants for other disciplines.

Key Project Team Members include:

Carl Bruner, Superintendent, MVSD

Suzanne Gilbert, Director of Capital Projects, MVSD

Richard Moewe, Project Manager, Parametrix

Brian Fitzgerald, Principal in Charge, TCF Architecture

Brian Ho, Project Manager/Project Designer, TCF Architecture

Jim Dugan, Parametrix, Project Director/Program Manager

The Selection Committee that will evaluate GC/CM proposals will be made up of some of the Project Team members listed above and may also include representatives of the community and other MVSD staff members. Proposers should assume that some Selection Committee members are without previous capital projects experience.

2.0 PROJECT DESCRIPTION AND REASONS FOR USING GC/CM DELIVERY

2.1 Project Scope (New East Division Elementary School)

East Division Elementary School (EDES) is a new school to be constructed on an undeveloped site. Once completed in the summer of 2018, EDES will be used as a “swing school” to house Madison Elementary School (MES) for the 2018/19 school year while that facility is demolished and replaced at its current site. When MES is completed in the summer of 2019, the MES students and staff will move back into their new facility and the students and staff of the current Lincoln Elementary School (LES) will move into the EDES facility as their permanent location and the LES facility will then be decommissioned by the District from use as a school.

The new EDES site is approximately 15.8 acres, located on the eastern side of Mount Vernon adjacent to a densely populated, suburban, residential neighborhood. The site is bordered to the north by dense single family housing and undeveloped wooded area to the east, south and west. The only unobstructed, direct access to the site is off of East Division Street, by means of a parcel running north to the primary property. The property has significant wetlands, with a limited area for construction of approximately 10 acres. While the site is adequate for its intended use, it does present construction challenges with the surrounding wetlands, proximity to the residential neighborhood, and public access limited to East Division Street. There will also be an emergency vehicle access from Monarch Boulevard to the north, but the city will not allow its use for any other purpose. The existence of wetlands on the site will require review and approval by local government, the State Department of Ecology, and the Army Corp of Engineers, and is expected to be a lengthy and complicated process.

The new school will be approximately 82,000 SF, will be 2-story due to the site limitations, and will be designed to accommodate approximately 618 K-5 students, including a special needs Life Skills program. Once construction of the new building is complete, as noted above, the MES students and staff will occupy the facility for one year until their building can be demolished and replaced.

The anticipated Owners MACC for the project is \$28M and the total project budget is \$39.8M. (Note that the Owners MACC equals the GC/CM MACC plus the GC/CM Fee, Negotiated Support Services and the Pre-Con Services Fee.) It is anticipated that an early site procurement package may be pursued to take full advantage of the Spring/Summer of 2017 for sitework. Construction on the building will begin in the Summer of 2017 and would be completed in the Summer of 2018 allowing the building to be occupied in August of 2018 for the 2018/19 school year.

2.2 Project Scope (Madison Elementary School Replacement)

The existing Madison Elementary School is located in central Mount Vernon on a 16.54 acre sloping site. The existing school was constructed in the 1950's, with additions in the 1960's and the 1980's. The site has a slope running downhill from Fir Street to the north property line of approximately 100 feet over 1,500 feet of distance from property line to property line. The site is bounded on the south by East Fir Street, the west by North 9th Street, the east by North 12th Street and residential lots and by a wooded area and railroad ROW to the north. The site is in an urban, residential neighborhood with a mix of commercial and multi-family homes to the west, single-family residential to the east and a cemetery to the south across Fir Street. The site is further complicated by its proximity to the main railroad tracks through town, which are located to the north. While the site is adequate for its intended use, it does present construction challenges on several fronts; the amount of space available for construction activities, the proximity to residential neighbors, the slope of site complicating building construction, lack of space to accommodate both on-site parking and bus loading areas.

The Madison Elementary School replacement will be approximately 79,500SF, will be either 2-story or 3-story due to the site limitations, and will be designed to accommodate approximately 600 K-5 students. To accommodate demolition and construction activities, the students and staff from MES will be relocated to the newly completed EDES for the 2018/19 school year. The existing MES will then be demolished beginning in the summer of 2018, and will be replaced with a new structure that is slated for completion in the summer of 2019. The MES students and staff will be relocated the new MES replacement facility when it is completed. The students and staff from Lincoln Elementary will be moved into EDES and Lincoln Elementary School will then be decommissioned by the District from use as a school.

The anticipated Owners MACC for the MES replacement project is \$28.5M and the total project budget is \$40.5M. (Note that the Owners MACC equals the GC/CM MACC plus the GC/CM Fee, Negotiated Support Services and the Pre-Con Services Fee.) It is anticipated that demolition/construction would begin in the summer of 2018 and would be completed in the summer of 2019 to allow occupancy for the 2019/20 school year.

2.3 Anticipated Schedule

MVSD intends to complete the GC/CM selection process in a timely manner and execute an agreement for Preconstruction Services by means of a separate, modified AIA A133, Agreement Between Owner and Construction Manager as Constructor (GC/CM Contract or Agreement), for the project at a time that will be early in the Design Development phase for EDES and prior to completion of Schematic Design for MES.

GC/CM Procurement Schedule

Activity	Start	Finish
PRC Application	6/29/16	6/29/16
PRC Presentation	7/28/16	7/28/16
First publication of RFP for GC/CM Services	8/2/16	8/2/16
Second publication of RFP for GC/CM Services	8/9/16	8/9/16
Pre-Submittal Conference at Madison Elementary School, Assemble Outside of Gym	8/11/16, 11:00am	8/11/16, 11:50am
Last day to submit questions for response via addendum	8/17/16	8/17/16, 3:00pm
RFP Submittal Deadline	8/22/16	8/22/16, 3:00pm
Open & Score Submittals Received	8/22/16	8/25/16
Notify Submitters of Most Highly Qualified Submitters & Invite to Interview	8/26/16	8/26/16
Interviews with Short-Listed Firms	9/8/16	9/8/16
Notify Submitters of Most Highly Qualified Firms & Invited to Submit RFFP	9/9/16	9/9/16
RFFP Submittal Deadline & Opening	9/23/16	9/23/16, 3:00pm
Notify Submitters of Scoring and Most Qualified GC/CM	9/26/16	9/26/16
Pre-Con Work Plan Due	10/10/16	10/10/16
School Board Approval of GC/CM Selection	10/19/16	10/19/16
GC/CM Agreement w/ Pre-Con Services Executed	10/21/16	10/21/16
Pre-Con Services (EDES)	10/21/16	4/19/17
MACC Estimate/Negotiation (90% CD's) (EDES)	March 2017	April 2017

School Board Approval of MACC/GMP (EDES)	4/19/17	4/19/17
GMP Amendment Executed (EDES)	4/20/17	4/20/17
Pre-Con Services (MES)	2/1/17	2/21/18
MACC Estimate/Negotiation (90% CD's) (MES)	January 2018	February 2018
School Board Approval of MACC/GMP (MES)	2/21/18	2/21/18
GMP Amendment Executed (MES)	2/23/18	2/23/18

If the selected GC/CM and MVSD 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 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 (EDES)

Activity	Start	Finish
Programming (Ed Specs)	May 2016	June 2016
Schematic Design	July 2016	September 2016
Design Development	October 2016	January 2017
Early Site Construction Documents	September 2016	December 2016
Construction Documents	February 2017	May 2017
Early Site Agency Review/Permitting	November 2016	December 2016
Agency Review/Permitting	March 2017	April 2017
Early Site Subcontract Bidding	January 2017	February 2017
Subcontract Bidding	May 2017	June 2017
Early Site Construction	March 2017	June 2017
Construction	July 2017	July 2018
Substantial Completion	July 2018	July 2018
Punchlist/Final Completion/Closeout	July 2018	August 2018
Owner Move-in	July 2018	August 2018
First Day of School	9/4/18	9/4/18
Warranty	July 2018	July 2019

Design and Construction Schedule (MES)

Activity	Start	Finish
Programming (Ed Specs)	May 2016	June 2016
Schematic Design	January 2017	March 2017
Design Development	April 2017	June 2017
Construction Documents	July 2017	January 2018
Agency Review/Permitting	December 2017	February 2018
Subcontract Bidding	March 2018	April 2018
Construction	June 2018	July 2019

Substantial Completion	July 2019	July 2019
Punchlist/Final Completion/Closeout	July 2019	August 2019
Owner Move-in	July 2019	August 2019
First Day of School	9/3/19	9/3/19
Warranty	July 2019	July 2020

The above Design and Construction dates are preliminary and may be adjusted once the GC/CM is aboard and the team has evaluated project scheduling. Construction is anticipated to be phased and scheduled to minimize impacts on school schedules and continuity of operations at the effected schools. Depending on the design progress, permitting and the bidding climate, early bid packages may be utilized to maximize construction efficiency, meet the schedule and minimize cost impacts.

2.4 Funding & Budget

Funding for this project was included in the Capital Bond that was approved by the voters in February 2016. Therefore, the District has sufficient funds available to complete the project. The preliminary Owners MACC budgets is \$56.5M (\$28M for EDES and \$28.5M for MES Replacement). The total project budget (including Design, Administration, Contingencies, Taxes, FF&E, etc.) is \$80.3M (\$39.8M for EDES and \$40.5M for MES Replacement).

2.5 Reason for Using GC/CM

Mount Vernon School District (MVSD) desires to retain the GC/CM as a partner early in the project to work with the project team to refine and confirm overall project goals, including the budget, detailed project scope, project phasing, project schedule and potential bid packages.

By delivering the Project using the GC/CM delivery method, MVSD hopes to benefit from the knowledge and experience of the selected GC/CM to obtain a high-value and high-quality Project at a reasonable cost. MVSD believes the success of the Project depends greatly on the knowledge, experience, leadership skills, and qualifications of the selected GC/CM's staff providing Preconstruction and Construction Services.

MVSD expects that the GC/CM procurement and project delivery method will provide a fiscal benefit through greater cost certainty associated with the guaranteed maximum price; reduced claim risks; reduced change orders because of early GC/CM involvement with the project; and opportunity to optimize scope, delivery and overall schedule for this work that is subject to critical phasing and schedule requirements.

3.0 SCOPE OF GC/CM SERVICES

3.1 General

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

The successful GC/CM will 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. The GC/CM will demonstrate a strong understanding of the unique aspects of work in Skagit County, including the availability and procurement of products, materials, equipment, freight, labor and other factors effecting price or schedule.

The GC/CM will provide all services typical of a general contractor including CPM scheduling, on-site supervision, subcontractor coordination, safety leadership, construction meeting organization, communications, maintenance of a clean project site, training of MVSD operations staff and coordination of other MVSD vendors including independent commissioning agents, special inspections agents and other District contractors with separate, simultaneous contracts related to the work.

3.2 Preconstruction Services

The GC/CM determined to be most qualified by the selection process will be asked to submit a Preconstruction Work Plan and budget. Subject to negotiation and approval of the Preconstruction Work Plan, 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 Preconstruction Work Plan and budget to MVSD within the time specified in the Request for Final Proposal (RFFP) will render the proposal non-responsive and MVSD may begin negotiations with the next ranked Proposer.

During Preconstruction, the GC/CM will work collaboratively and proactively with MVSD's Director of Capital Projects, Project Manager and the design team and shall be responsible for providing necessary consulting expertise to MVSD to ensure that the program scope is maximized and the construction budget and the project schedule can be met.

The GC/CM shall provide Construction Management (CM) services throughout the Project, from the preconstruction period through construction and shall closely coordinate such work with the design team and Owner. The GC/CM shall provide CM services including but not limited to:

- Identifying safe work practices;
- Recommending site logistics;
- Assisting in the preparation of required environmental permit documents;
- Recommending phasing/sequencing of work and construction scheduling;
- 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 alternative construction means/methods/options for cost savings;
- Identify products for Value Engineering (VE) and engineering systems for life cycle cost design considerations and then recommend all work necessary to support their implementation;
- Identifying and initiating procurement of long lead-time materials;
- Participating in Owner's Design Development and Construction Documents Phase QA/QC reviews; and
- Participating with the Owner in providing project updates and public outreach efforts.

3.3 GMP/MACC Negotiations & GC/CM Contract Award

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

The Owner may, with the assistance of the GC/CM, opt to conduct a series of negotiations for selected, smaller, defined bid packages, prior to the completion of the 90% MACC/GMP negotiation documents, 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.

The Contractor's GMP estimate(s) shall be completed no later than 21 days from receipt of the 90% Documents to be used for GMP Negotiations. In the event that MVSD and the Most Qualified GC/CM Proposer are not be able to reach agreement on a mutually satisfactory MACC/GMP that MVSD determines to be fair, reasonable and within the available funds, MVSD 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 Contractor. Contractor will not be reimbursed for the GMP negotiations. Upon termination of the negotiations, MVSD reserves the right begin negotiations with the next highest ranked firm.

3.4 Construction Services

Following successful negotiations of a MACC/GMP, MVSD and the GC/CM will execute a GMP Amendment and will enter into a construction contract. The GC/CM 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

MVSD intends to contract for GC/CM services on the basis of a combination of qualifications and fees using a three-step, competitive selection process and in accordance with the process authorized by RCW 39.10. All proposers must be registered by the Washington State Department of Labor and Industries in accordance with RCW 18.27.020. 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

Anyone interested in becoming the GC/CM may submit a proposal in accordance with the submittal requirements set forth in this Request for Proposals.

4.2 Process Summary

Step 1: Responses to the Request for Proposals (RFP) will be evaluated and the most highly qualified firms will be short-listed to interview with MVSD for further evaluation. Assuming a favorable response by proposers, MVSD anticipates inviting preferably three, but no more than four, of the most qualified firms for interviews.

Step 2: Short listed firms will be evaluated using an interview process. The evaluation of the Interview

process may further reduce the number of submittals that remain (Finalists).

Step 3: MVSD will invite Finalists to submit Final Pricing Proposals of Specified General Conditions and GC/CM Fee. Prior to the due date for submission of Final Pricing Proposals, Finalists will receive MVSD's form of Agreement, General Conditions, and a detailed matrix of items in the Specified General Conditions and GC/CM Fee. The GC/CM receiving the highest combined score as a result of the responses to the RFP, Interviews and Final Pricing Proposals will be selected to negotiate Preconstruction Services and enter into an Agreement with MVSD.

Note: Interim scoring for Step 1 and Step 2 will not be released during competition to the Proposers or the public. Scoring for all phases will be publically released only at the conclusion of the procurement process.

4.3 Agreement for Preconstruction Services

The Final Proposal will be evaluated and the scores added to the other scores. The firm with the highest score based on the selection committee's evaluation of the original Proposal, the Interview, and the Final Proposal will be asked to submit a Preconstruction Work Plan. Subject to approval of the Preconstruction Work Plan 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 Guaranteed Maximum Price (GMP) Negotiations

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

The Contractor's GMP estimate(s) shall be completed no later than 21 days from receipt of the 90% Documents to be used for GMP Negotiations. Should the Contractor and Owner not agree on a satisfactory GMP for the project that the Owner determines to be fair, reasonable and within the available funds, the Owner may cancel the negotiations. Should the Owner choose to cancel the negotiations upon failure to achieve a GMP, such cancellation will be effective upon receipt of written notification to the Contractor. Contractor will not be reimbursed for the GMP negotiations.

5.0 Step 1: Response to Request for Proposals (35 points)

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

Please respond to each of the items set forth below in a clear and concise manner. Proposals will be evaluated for accuracy, completeness, and responsiveness. Proposals considered unresponsive may be disqualified. Proposal responses must be in the same order as listed, clearly separated with tabs and labeled by response. Brevity is preferred. Pay attention to specific requests for information. The submittals shall be organized in a manner that will enable the GC/CM selection committee to quickly access pertinent information. In consideration of the reviewer's time, every effort should be made to avoid duplicating the information presented in the Proposal.

Submittals not meeting the following criteria for format/content will be considered non-responsive and will not be evaluated. Proposals should be limited to 50 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, bonding commitment letter or back cover. Tabs, cover and back cover shall have

no substantive written information included, otherwise they will be counted in the in the 50 pages. Pages printed on both sides will count as two pages. The bonding commitment letter does not count towards the page limit. 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 will be considered nonresponsive and will not be evaluated.

5.1 Letter of Interest: (0 points)

The letter of interest should not be more than two (2) pages, may contain any information not shown elsewhere in the submittals, and must provide the email and contact information for notices required by Section 13 below (Protest Process). In your letter, be sure to acknowledge that you have reviewed any addenda issued to the RFP.

5.2 Staff Qualifications: (5 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 MVSD. 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: the principal-in-charge or corporate executive dedicated to the project, project manager, preconstruction manager, project superintendent, project engineer, QA/QC manager, estimator, scheduler and the safety officer.

Provide detailed resumes for each proposed staff member, including their employment history, education, five most relevant projects and owner and designer references for these projects. Also include information specifically relevant to this project including, but not limited to experience in: comparable educational projects; completing projects with critical phasing and schedule requirements; managing GC/CM contracts; critical path method schedule preparation and analysis; and pricing/negotiation of change orders. 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 after the award of a contract for services will be permitted only by expressed, written permission of MVSD.

5.3 Past Performance on Relevant Projects: (5 points)

Please provide a description of the history and capabilities of your firm. Describe the types of projects or services the firm normally performs and the relative dollar value of each. Provide the firm's bonding capacity, standard insurance limits and confirm 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.

Provide profiles of five successfully completed (or currently ongoing) projects that demonstrate complexity, size, scope and value similar to these projects. For each project, provide the duration of construction, initial price, the final price, reference contacts for both Owner and Designer (include the manager who is familiar with your firm's performance) and note if any of the individuals named in your Project team participated as members of the project team for the listed project. Clearly indicate which projects were completed on a negotiated, cost-reimbursable basis (GC/CM, CM/GC or similar) or had similar elements and services. Preference will be given to firms that demonstrate relevant

experience in projects that were built using the GC/CM delivery method and included staff that is being proposed for this project. Previous Washington GC/CM experience is not required but is preferable.

Clearly describe which of your referenced projects were delivered using staff members proposed for this project and what their role was on the referenced project.

5.4 Project Approach: (10 points)

Please describe your overall approach to maximizing the value of your Preconstruction Services. In addition, briefly address the following Project issues:

- How do you anticipate leading your team and integrating with MVSD staff, TCF Architecture, Parametrix and the rest of the design team to support decision making? Please include a timeline for your plan.
- Describe your firm's experience in working on projects seeking to maximize sustainable construction practices during preconstruction. Indicate initiatives the firm has employed to achieve sustainable features and/or construction processes beyond those defined in the contract documents.
- This project is subject to the requirements of RCW 39.35 – High Performance Public Buildings. Provide a summary of your firm's experience in working with School District clients and their designers on projects designed and constructed to meet the Washington Sustainable Schools Protocol (WSSP). Identify initiatives that your firm has successfully employed during the preconstruction or construction process to assist previous clients to either meet or exceed the required WSSP points. Identify key opportunities or challenges with the WSSP and how it might affect your pre-construction services, buyout process and management plan.
- Describe your approach to cost estimating that supports decision making and avoids overly conservative estimates.
- Describe your approach to material and subcontractor buyout. How will you maximize price competitiveness and attractiveness for the Project?
- How do you plan on maximizing participation of local subcontractors, suppliers, and craft workers?
- Describe your experience and how you will apply your knowledge of managing construction with critical phasing and schedule requirements to this project.
- Describe your approach to Project completion, closeout, commissioning, as-built and final inspections. How will you support smooth transition to Mount Vernon School District for owner move-in and occupancy?
- Describe your firm's cost tracking and budget / forecasting approach when working as a Project team member during early design and throughout the Project.

5.5 Location, and Current Workload (3 points)

Please describe the typical geographic range of your firm's work. If the Bremerton/Silverdale area is outside of that typical geographic range, how do you plan on managing this work to the benefit of MVSD, including preconstruction meeting attendance and management during construction?

Provide a summary of your firm's recent, current and projected workload in addition to this Project. What has been your annual volume of work (in dollars) for each of the past ten years? What is your anticipated volume of work (in dollars) for the current year, and what is your plan for the next three years? How will

you manage your resources and workload to provide sufficient resources for the Project?

5.6 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 each of the past five (5) years. Discuss your firm's approach, commitment, and documentation to safety including return to work policy. Discuss your firm's approach to safety with students, staff and the general public on this project.

5.7 Cost Management/Risk Management/Value to Owner (5 points)

Provide a matrix summary of five (5) of your firm's most current, completed GC/CM projects of similar value/scope to this project. Matrix to include columns for: Project Name, Project Description, Planned Construction Start Date, Actual Construction Start Date, Planned Construction Finish Date, Actual Construction Finish Date, MACC/GMP Amount, Actual Final Cost of Construction, GC/CM Risk Contingency Budgeted, GC/CM Risk Contingency Used, Reasons for Budget or Schedule Over-runs.

5.8 DBE/MWBE/Apprentice Approach and Apprentice Program (5 points)

MVSD is committed to building community partnerships, supporting the local economy, and promoting SBE/MWBE and local participation.

Provide a summary of your firm's approach, commitment, and outreach plan to include small business, disadvantaged business enterprises and minority/women owned business enterprises in the project. What is your Firm's past performance in the utilization of such firms on completed projects?

Provide a summary of your firm's approach, commitment, and outreach plan to include apprenticeship participation programs in this project. What is your Firm's experience and performance in incorporating apprenticeship participation programs on past completed projects?

5.9 Reference Checks

MVSD 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, MVSD 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, MVSD may include itself as a reference if the firm has performed work for MVSD, even if the firm did not identify MVSD as a reference. Likewise, MVSD 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 Step 2: INTERVIEWS (50 points)

Those firms identified within the Short List from the Step 1 process will be invited for Interviews. Firms invited for Interviews will be provided with interview process details following the short list process. The Interview process will be used primarily to compare to the relevant qualifications, experience and project understanding of short-listed GC/CM team members.

7.0 Step 3: Final Pricing Proposals (15 Points)

Those firms shortlisted following Interviews in Step 2 will be invited to submit Final Pricing Proposals provided by MVSD. The Final Pricing Proposals will include two amounts. The first amount shall be for a lump-sum amount for the "Specified General Conditions" and the second shall be "GC/CM Fee" expressed as a percentage. The terms "GC/CM Fee" and "Specified General Conditions Work" will be

defined in the RFP and the GC/CM Contract. The criteria that MVSD will use to score the Final Pricing Proposals are stated in Section 8.3.

The Fee shall be stated as a percentage, which, for the purposes of Step 3, will be multiplied by the estimated MACC to determine a single, lump-sum dollar amount of the GC/CM Fee. The dollar amount of the Fee will be added to the dollar amount for the Specified General Conditions Work to determine a single amount that will constitute the Proposer's total Final Bid amount.

No other entries, modifications, or qualifications should be made to the Final Pricing Proposal. MVSD reserves the right to reject any or all Proposals, and to waive informalities or non-material irregularities in the Proposals received.

The name, address, and contractor registration number of the Proposer shall be typed or printed on the Final Proposal Form in the space provided. The name must match the name on the proposal guarantee.

Proposals must be submitted on the forms furnished by MVSD or on copies of those forms, and signed by a person authorized to bind the Proposer. Only the amounts and information asked for in the Proposal form will be considered as the Proposal.

8.0 EVALUATION CRITERIA

All the submittals received will be reviewed by the evaluation committee established by MVSD. Each evaluation criterion has been assigned points based on its relative value to the GC/CM selection process as a whole. The criteria and their associated points are as follows:

8.1 Step 1 – Response to RFP

8.1.1	Letter of Interest	0 points
8.1.2	Staff Qualifications	5 points
8.1.3	Past Performance on Relevant Projects	5 points
8.1.4	Project Approach	10 points
8.1.5	Firm Location and Current Workload	3 points
8.1.6	Accident Prevention Program, Safety, Claims,	2 points
8.1.7	Cost Management/Risk Management/Value to Owner	5 points
8.1.8	<u>DBE/MWBE/Apprentice Approach and Apprentice Program</u>	5 points

Subtotal: 35 Points*

***Scoring of Step 1, Response to RFP, will be used to determine the shortlist of Proposers to be invited to Step 2, Interviews.**

8.2 Step 2 - Interview

At the conclusion of the Step 1 process, those firms identified on the Short List will be invited to an Interview. An agenda, including details, presentation topics, information, and/or format, will be transmitted to those firms prior to the scheduled date and time of the Interviews. Specific interview evaluation criteria and weighted scoring for those criteria will be set by the interviewing committee prior to the interviews. Evaluation criteria may include, but will not be limited to, proposed teams qualifications/experience, relevance of project specific material presented, demonstrated knowledge/approach to our project, team's cohesiveness and demeanor, approach to outreach and responses to questions. **The total maximum points available for the interview will be 50 points*.**

*** For Proposers invited to the Interviews, their points earned from Step 1, Response to RFP, will be carried over and added to their point totals earned in Step 2, Interview, to determine the short list of Proposers to be invited to Step 3, Final Proposal.**

8.3 Step 3 - Final Proposal

Those firms shortlisted at the completion of Step 2 will be invited to submit a sealed Final Proposal Bid for the GC/CM Fee and Specified General Conditions work. The lowest responsive and conforming Final Proposal Bid will receive **15 points***. All other Final Proposal Bids shall be scored as follows:

Score = (Low conforming Final Proposal Bid / Final Proposal Bid being evaluated) x **15 points**

Note: MVSD 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 as a result of the Step 1, Response to RFP and Step 2, Interviews, will be carried over and added to the points received in Step 3, Final Proposal, to determine the Most Qualified Proposer for this GC/CM selection process. Total, maximum possible points for the GC/CM selection process (Step 1 + Step 2 + Step 3) is 100 Points.**

The Proposer receiving the highest combined score as a result of the Response to RFP, Interview and Final Proposal will be determined the Most Qualified Proposer and selected to negotiate an agreement with MVSD that provides for Preconstruction Services and MACC negotiations.

9.0 SUBMITTAL REQUIREMENTS

9.1 Submittal Delivery

In a sealed envelope or box clearly marked as "(Contractor Name), Response to RFP for GC/CM Services, Mount Vernon School District – New East Division Elementary School and Madison Elementary School Replacement" include: One (1) original unbound, clipped 8 ½"x11" hard copy and ten (10) bound hard copies, as well as one (1) electronic copy (CD, DVD, or flash drive) of the response to this RFP (in pdf format) containing the items listed in Section 5. The submittal must be received by the time/date noted in Section 2.3 – Anticipated Schedule, or as modified by subsequent addenda. Proposals will be received as follows:

By hand (in person or by courier) or by U.S. Mail:

Suzanne Gilbert
Project Manager for Capital Projects
Mount Vernon School District
124 E Lawrence St.
Mount Vernon, WA 98273

MVSD will consider a time stamped receipt from the MVSD Capital Projects Office front desk as evidence of the actual receipt of the proposal.

MVSD will not accept proposals by facsimile or electronic transmission. Any proposal that fails to meet the deadline or delivery requirement will be rejected and returned to the Proposer without having been opened, considered, or evaluated. In the event of any conflicts between the hard copy and electronic copy, the hard copy will prevail.

9.2 Late Submittals

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

9.3 Cancellation of RFP or Postponement of Submittal Due Date and Time

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

9.4 Pre-submittal Conference

A pre-submittal project information conference will be held, date & time as indicated in 2.3 above, at:

Madison Elementary School
907 E. Fir St.
Mount Vernon, WA 98273

All prospective Proposers are strongly encouraged to attend. Attendees should arrive at least 10 minutes before the start time. The intent of the pre-submittal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable MVSD to prepare responses. All questions shall be submitted via electronic mail (E-mail) to:

Suzanne Gilbert
Project Manager for Capital Projects
Mount Vernon School District
E-mail: sgilbert@mvsd320.org

Questions will be encouraged and welcomed during the pre-submittal conference.

9.5 Cost of Submittals

Proposers are responsible for all costs of participating in this process.

9.6 Collusion or Improper Contact

The Pre-Submittal Conference, and later the interviews, will be the only opportunity for proposers to speak directly with project representatives. During the GC/CM procurement process, questions shall be directed to the project team electronically through the e-mail listed in Section 9.4 above. Outside of those opportunities, any other contact with MVSD staff, Selection Committee members, Design Teams or Parametrix regarding this RFP or collusion of any kind is strictly prohibited. Proposers violating this prohibition will be disqualified from competition.

9.7 Public Disclosure of Submittals

Submittals received by MVSD in response to this RFP become public records that are subject to Chapter 42.56 RCW, the Public Records Act. The Proposer should clearly identify in its submittal 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 and copying by the public. If MVSD receives a Public Records Act request to view the information marked confidential or propriety in a Proposer's submittal following an award, MVSD'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, MVSD will release the requested information on the date specified.

9.8 Non-Disclosure Obligation

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

9.9 Addenda

If at any time, MVSD changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, MVSD will issue a written Addendum to the RFP. Proposers will be required to provide their contract 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. MVSD will notify proposers of addenda via the e-mail address provided as a contact. The Proposer shall acknowledge in their letter of interest portion of the response to the RFP that they have reviewed any addenda issued to the RFP.

9.10 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to MVSD no later than date 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. Communications concerning this RFP with other than the person listed below may cause the Proposer to be disqualified.

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

Suzanne Gilbert
Project Manager for Capital Projects
Mount Vernon School District
E-mail: sgilbert@mvsd320.org

10.0 CONTRACTOR'S RESPONSIBILITY

At the time of submitting the Final Pricing Proposal, 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).

11.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

If the GC/CM Contract is a covered transaction for purposes of 49 CFR Part 29, the Contractor will be required to verify that neither the Contractor, 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 the Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Mount Vernon School District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to MVSD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor 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.

12.0 PROPOSAL GUARANTEE

Finalists invited to submit Final Pricing Proposals shall furnish a proposal guarantee in the form of a firm commitment, such as a letter from your respective bonding company indicating your ability to bond the project, in the amount of at least 5% of the total Final Proposal (Sum of the GC/CM Fee and the lump-sum amount for Specified General Conditions).

13.0 PROTEST PROCESS

At the conclusion of Step 1, notice will be sent to all proposers identifying the firms invited to continue onto Step 2 –Interviews. At the conclusion of Step 2, notices will be sent to all interviewed firms identifying whether or not they have been invited to continue onto Step 3 – Final Pricing Proposal. Following the opening and scoring of Final Proposals, notice will be sent out to all proposers identifying the firm that has been determined to be the most qualified proposer and whom will be invited to negotiate with the District for Pre-Construction Services.

- A. **Form of Protest:** In order to be considered, a protest shall be in writing, addressed to the MVSD Director of Capital Projects at the following e-mail address:

Suzanne Gilbert
Project Manager for Capital Projects
Mount Vernon School District
E-mail: sgilbert@mvsd320.org

The written protest shall include:

1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer;
2. The Request for Proposals (RFP) Title under which the protest is submitted;
3. 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 MVSD's decision;
4. The specific ruling or relief requested; and
5. 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. Protests based on qualifications criteria: Any prospective Proposer.
2. Protests following submittal: Any Proposer submitting a response to the RFP showing a substantial financial interest in the solicitation or award of any Contract.

- C. **Time to Protest:**

1. Protests based on qualifications, criteria or other terms in the RFP documents that are apparent on the face of said documents must be received by MVSD no later than five (5) calendar days prior to the date established for submittal of proposals.
2. Protests based on other circumstances must be received by MVSD within five (5) calendar 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, MVSD Director of Capital Projects shall investigate the protest and shall respond in writing to the protest prior to the award of the Contract. Except as provided section 'E' below, the decision of MVSD Director of Capital Projects shall be final.

E. Reconsideration of Director of Capital Projects Decision.

A financially interested Proposer may request that MVSD Director of Capital Projects adverse decision be reviewed by the Mount Vernon School District Superintendent on a reconsideration basis only. Request for reconsideration shall be addressed to:

Carl Bruner
Superintendent
Mount Vernon School District
E-mail: cbruner@mvsd320.org

The only justification for reconsideration must either be (i) discovery of new information relevant to the underlying grounds for protest and unavailable at the time of the protest to MVSD Director of Capital Projects; or (ii) an error of law or regulation made by MVSD Director of Capital Projects.

1. The request for reconsideration must be in writing, filed with the Mount Vernon School District Superintendent, and include:
 - i. name, address, and telephone number of the person protesting or their authorized representative;
 - ii. a copy of the written decision of MVSD Director of Capital Projects; and
 - iii. justification for reconsideration by MVSD Director of Capital Project's decision, including all pertinent facts and law on which the Proposer is relying.
2. The financially interested Proposer must file the request for reconsideration no later than five calendar days after receiving MVSD Director of Capital Project's decision on the protest.
3. Upon receipt of a request for reconsideration, the Mount Vernon School District Superintendent or designee shall review:
 - i. The information submitted to and reviewed by MVSD Director of Capital Projects; and
 - ii. The decision of MVSD Director of Capital Projects, and shall thereafter issue a final determination regarding the request for reconsideration. No other information will be reviewed unless the basis for the request for reconsideration is new information.

F. 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 MVSD.