



City of

ORTING WASHINGTON

Public Works Maintenance Building Request for Qualifications

This **REQUEST FOR QUALIFICATIONS** ("RFQ") from the Owner named below invites the submittal of a Statement of Qualifications ("SOQ") from firms interested in providing design-build services for the Project described below. By submitting an SOQ, the Offeror 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. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting SOQ to the Owner for the Project.

OWNER:

City of Orting
110 Train St SE Orting, WA 98360

PROJECT:

City of Orting's Public Works Maintenance Building
Located on Rocky Road NE, near the Orting Wastewater Treatment Plant and North End Reservoir

OWNER CONTACT PERSON (Offerors shall submit the SOQ to):

Mark Bethune
City Administrator, City of Orting
110 Train St SE Orting, WA 98360

SOQ DUE DATE AND TIME (Offeror's SOQ shall be submitted no later than):

October 20th at 4:30 PM

All SOQs must be submitted pursuant to the instructions below. It is the Offeror's sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. Owner has the right to reject any SOQs not properly delivered.

SECTION 1: OWNER DESCRIPTION

1.1 General

The project is sponsored by the City of Orting's Public Works Department. The City is located in Pierce County between the Puyallup and Carbon Rivers.

1.2 Funding/Authority

The project is fully funded by City of Orting's funds, which are used in accordance with the City's Municipal Code. The project funding limit for the Design Build Contract is approximately \$1.2 Million. The City is looking at potential loans that may bring the limit to as high as \$2 Million.

1.3 Procurement Website

www.cityoforting.org

SECTION 2: OVERVIEW OF PROJECT

2.1 General

The project consists of constructing a pre-engineered (pre-engineered wood, steel or pole-barn) maintenance facility, on-site and off-site developments for the City of Orting's Public Works Department on city owned property on Rocky Road NE. The building has two primary spaces - an administration area for Public Works employees and visitors, and a warehouse area for vehicle and equipment storage, minor repair of the department's vehicles and equipment, and to dispatch PW staff to complete work orders.

- The City has an Architectural Design Review Code that is administered by the Planning Commission. The structure must have some external features that have a turn-of-the-century/Western look. A City brochure that give examples is available at City Hall. The Planning Commission has agreed to allow for steel siding and steel roofing. Acceptable features include windows with grids, steel siding that has more of a batt and board look, and cupolas on the roof.
- The building shall be constructed in accordance with the latest adopted City's Building and Construction code. See Title 10 of the Orting City Code:
http://www.sterlingcodifiers.com/codebook/m_index.php?book_id=409
- The facility shall have the requirements as shown in Exhibit A – Project Scope.
- Access will be from Rocky Road NE and all traffic, including maintenance vehicles, will access from this road.
- Parking shall be limited to two primary areas, shared employee and public parking, and a secured parking area for maintenance vehicles. Each parking area will be designed to accommodate and meet ADA requirements for parking as well as access to the facility.
- The site is located on Rocky Road NE, and the current site layout is shown in Exhibit B. The City will also provide the latest site documents, utility locations, and other base maps available for the area with the RFP for proposal pricing. The design team will be responsible for verification of the documents when the contract is awarded.

2.2 Project Objectives

The city has identified the following key goals for the project:

- Create a centralized location for approximately 12-15 Public Works employees and their vehicles and equipment, as seen in Exhibit A: Project Scope of Work.
- The final design needs to allow for potential future development and expansion of the building, maintenance, and parking areas for 25 years of growth. Offerors need to consider this when developing the site's layout.
- The building's interior, especially office space, should consist of an open floor plan that allows the City to maximize interior usage.
- The final design needs to provide a transition between the administration and warehouse areas. This may include wide corridors or hallways throughout the public office space, a secure access point to the maintenance area, and clear separation between the public and secure areas of the building. The final layout will provide a comfortable office environment that is inviting to the public visiting the building while also providing a large enough, secured area for maintenance workers to access, work-on, and move equipment.

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2.3 Scope of Work

The design-builder awarded this contract is responsible for the following tasks:

- Project Management
 - Scheduling of project through design, construction, and closeout
 - Providing schedule of values and accurately managing budget.
 - Interfacing with Owner and providing required documentation
- Project Design
 - 60% Design Deliverable, including project drawings and specifications for the City's review
 - 100% Design Deliverable, including project drawings and specifications for the City's review
 - Final Design including all comments from city's review.
 - Geotechnical survey to verify site conditions. Any variance from the documents issued with the RFP will be part of the verification change order process.
 - Integrating owner requirements and provided material into design
 - Cost estimating with design deliverables
 - Permit coordination including obtaining all permits and approvals.
- Construction
 - Perform all construction activities, including
 - Site grading, landscaping, foundation work, building erection, finish work, flat work, general conditions, site cleaning, etc.
 - Manage and coordinate all on-site and off-site work, including all subcontractors
 - Develop work plans and other documentation to submit for the owner's approval
 - Site surveying
 - Closeout Activities (punchlist documentation and resolution, O&M manuals, systems and equipment training, as-built documentation, final inspection and acceptance.)
 - Coordination and installation of owner-provided equipment

- Post-Construction
 - 2-year Warranty
 - Factory Warranty on HVAC, Hot Water, and Heater
 - Post Completion Maintenance

2.4 Estimated Budget

The budget for the Scope of Work referenced in Section 2.3 is approximately \$1.2 - \$2 Million.

2.5 Project Procurement Schedule

The following is the Project Procurement Schedule based on business days. The Owner reserves the right to modify the Project Procurement Schedule via Addenda issued prior to the date set forth below.

Date	Activity
Step 1 - RFQ	
September 22nd	Issue RFQ
+ 14 Days to 21 days October 6th – Oct13th	Project Information Meeting, on site mtgs by appt.
+ 21 Days October 13th	Last Date to Submit Questions Regarding the RFQ
+ 28 Days October 20th 4:30	SOQ Due Date
+ 40 Days November 1st	Notification of Short Listed Offerors
Step 2 - RFP	
+ 45 Days November 6th	Issue RFP
+ 55 Days November 16th	Site Walk for Short Listed Offerors
+ 60 Days November 21st	Confidential Individual Meetings
+ 66 Days November 27nd	Last Date to Submit Proposed Changes to Contract or Alternative Technical Concepts
+ 70 Days December 1st	Last Date to Issue Owner Addenda
+ 75 Days December 6th	Proposal Due Date
Step 3 - Interviews	
+ 80 Days December 11th	Interviews with Short Listed Offerors
Step 4 - Award	
+ 111 days January 11th	Notification of Preferred Offeror

2.6 Definitions

- 2.6.1 Alternative Technical Concepts (ATC):** Alternative Technical Concepts are suggested changes submitted by proposing teams to the City's supplied basic configurations, project scope, design, or construction criteria. These proposed changes provide a solution that is equal or better to the requirements in the RFP. If the ATC concept is acceptable to the City, the concept may be incorporated as part of the proposing team's technical and price submittal.
- 2.6.2 Business Day:** any day on which the Owner is open for regularly conducted business.
- 2.6.3 Confidential Individual Meetings:** The confidential meeting(s) conducted individually between the Owner and each Short Listed Offeror after the issuance of the RFP. All Confidential Individual Meetings will be conducted pursuant to the instructions in the Procurement Documents, and all participants will be required to enter into a confidentiality agreement before the meeting.
- 2.6.4 Design-Builder:** The entity with the prime design-build contract with the Owner.
- 2.6.5 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. Members of the Design-Build Team may also be referred to as "Team Members."

- 2.6.6 Design Excellence:** Design Excellence is achieved with memorable design solutions that exceed the Owner's vision and defined functional requirements; include state of the art structures and facilities that are high performance and sustainable; and possess a holistic awareness that considers context, site, and the environment.
- 2.6.7 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.
- 2.6.8 Procurement:** The Owner's process for selecting a Design-Build Team for this Project.
- 2.6.9 Procurement Documents:** All documents issued by the Owner in connection with the Procurement or Project.
- 2.6.10 Projects of Similar Scope and Complexity:** Projects that had completion dates within the last ten (10) years and that have many or all of the following characteristics:
- a. Projects of a similar size and budget that include design and construction of pre-engineered buildings (pre-engineered wood, steel or pole-barn) and site improvements. Preferred projects are buildings that include a combination of office, maintenance, and storage space, which were built for public entities.
 - b. Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design.
 - c. Projects where the Design-Builder establishment the final price and schedule, and these were not directed by the owner.
- 2.6.11 RFP:** The Owner's Request for Proposals, which will be issued to those Short Listed Offerors who are selected to proceed to the next phase of this Procurement.

SECTION 3: PROCUREMENT PROCESS

3.1 General Information

3.1.1 Compliance with Legal Requirements

This Procurement will be in accordance with the Washington Administrative Code (WAC) and Orting, Washington City Code and all applicable federal, state, and local laws, and Owner policies and procedures. The City of Orting determined this project is in compliance with RCW 39.10.300 Design-Build Procedure – Uses.

3.1.2 Conflict of Interest and Communications with the Owner

This project will follow the WSDOT Organizational Conflicts of Interest M3043.01 policy on any and all issues pertaining to Conflict of interests.

See <http://www.wsdot.wa.gov/publications/manuals/fulltext/M3043/OCOI.pdf> for this manual, key provisions of which are summarized below.

- a. Consultants who assisted the Owner in the RFQ/RFP preparations may not propose or participate on any Design-Build Team on this Project.

The Owner may make a written determination to waive a potential conflict of interest if the following apply:
 - i. The role of the Consultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the Procurement and did not include assistance in development of instructions to Offerors or evaluation criteria, or
 - ii. Where all documents and reports delivered to the Owner by the Consultant are made available to all Offerors.
- b. Offerors are required to conduct the preparation of their SOQs with professional integrity and free

of lobbying activities. Communication with the Owner regarding this Project shall be via email or standard mail and directed to the following Owner's Representative, or may be fielded through the City Engineer via phone call: Do not communicate about the Project or the Procurement with any other Owner employees, representatives, or consultants. Communication with other Owner employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Offeror or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Offerors may be the cause for Owner to disqualify the Offeror team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.

- c. Following the Owner's approval of the Short Listed Offerors, the Owner anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from Owner will set forth the rules and parameters of such permitted contacts and communications. To the extent any Offeror intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by the Owner prior to the commencement of such activities.

3.1.3 Expenses of Offeror and Payment of Stipend

With the exception of the payment of the Stipend as noted below, the Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all Proposals. The Owner will pay a stipend in the amount of _five thousand dollars (\$5,000) to the responsible Short Listed Offerors 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.

3.1.4 Public Disclosure

All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner under the applicable 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 Procurement. Offerors 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. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.

3.1.5 Protest Procedures

- a. All Protests will be directed to:
 - Mark Bethune, Orting City Administrator
 - Orting City Hall
 - 110 Train St SE
 - PO Box 489
 - Orting, WA 98360
- b. Any Protest based on the form or content of the Procurement documents, which is or should have been apparent prior to the date established for submittal of the SOQ or Proposal, will not be

considered if received by the person set forth above later than ten (10) calendar days prior to the specified submittal date.

- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror or Short Listed Offeror was notified of any selection decision; however, in no event will a protest be considered if all SOQ or Proposals are rejected or if the Protest is received after award of the Contract.
- d. To be considered, a Protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Project for which the Protest is submitted; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following Business Day.
- f. By submitting an SOQ and/or Proposal in response to this Procurement, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting an SOQ and/or Proposal.

3.1.6 Identification of Projects

For each Project identified in the SOQ, provide the following information. The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluative criteria in Section 5.3, or the Offeror can provide a separate table for the identified Projects. The identification of Projects will not be evaluated separately. Rather, the Projects will be evaluated in the context of the criteria set forth in Section 5.3.

- a. Name of Project;
- b. Owner/Customer;
- c. Owner's Contact (Project contact of the owner or customer, current address, e-mail, and phone number, of individual who can verify the characteristics of the submitted Project example.);
- d. Location of Project (include address);
- e. Delivery Method (Description of the delivery method and integration of design and construction that identifies the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other);
- f. Project Description (applicability/relevance of the referenced Project to the evaluation criteria for this Project);
- g. Key Team Members (Name of each Key Team Member who is proposed for this Project who played a significant role on the Project example, including a description of their Project responsibilities and functions);
- h. Project Price (The initial contract price, the final contract price, and an explanation for any difference between the two amounts);
- i. Project Schedule (The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates);

3.2 Owner Rights and Procurement Conditions

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

- a. To cancel the Procurement process and reject any and all SOQs and/or Proposals;
- b. To waive any informality or irregularity;

- c. To revise the Procurement Documents and Schedule via an Addendum;
- d. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
- e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP;
- f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
- g. To contact references who are not listed in the Offeror's SOQs and investigate statements on the SOQs and/or qualification of the Offeror and any firms or individuals identified in the SOQ;
- h. To consider Alternative Technical Concepts and/or approaches identified by Offerors;
- i. 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; and
- j. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ or Proposal. Such approval or disapproval shall not be unreasonably exercised.

3.3 Outline of the Procurement Process

3.3.1 Request for Qualifications (RFQ).

- a. This RFQ invites firms to submit SOQs describing in detail their technical, management, and financial qualifications to design, permit, construct, commission, and close out the Project. The issuance of this RFQ is the first phase of the Procurement process.
- b. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any Addenda. The Owner will not consider SOQs or other deliverables that are submitted after the Time set forth in the RFQ. Offerors are solely responsible for making sure that the Owner receives the SOQ in a timely fashion.
- c. The Owner will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the Owner in this Procurement.
- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- e. Not more than three responsive and responsible firms will be selected as Short Listed Offerors. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- f. The results of the SOQ evaluations will not be carried forward and included in the final evaluation and selection.
- g. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once shortlisted, neither the Offeror or Team Members that are submitted to the Owner as part of the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member. A change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a change to the evaluation and ranking of the Offeror. Changes in key personnel after contract award will be restricted to equally or better qualified team members, subject to owner approval. Owner may choose to terminate contract with preferred offeror or impose liquidated damages in the amount of \$5,000.00 if the preferred offeror

changes Key Team Members after being awarded the contract.

3.3.2 Request for Proposal (RFP), Confidential Individual Meetings & Selection Process

- a. The Owner will issue the RFP to the Short Listed Offerors. The RFP will further explain the evaluation criteria, Proprietary Meetings, and other elements of the RFP process.
- b. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
- c. The Owner will conduct a non-mandatory Site Walk Through with all Short Listed Offerors.
- d. The Owner will conduct Confidential Individual Meetings with each Short Listed Offeror as described in the RFP. The format of the Confidential Individual Meetings will be designed to allow the Short Listed Offerors to ask the Owner questions regarding the Project and the Owner's goals and concerns, and to explore the acceptability of Alternative Technical Concepts as identified by the Short Listed Offeror. All information from the Design-Build Teams provided in the Confidential Individual Meetings will remain confidential during the procurement process; however, see Section 3.15 with respect to the potential public disclosure of information provided during the procurement pursuant to any applicable public records act. The Proprietary meetings will also provide an opportunity for direct interaction between the Short Listed Offeror and the RFP Evaluation Committee.
- e. A Short Listed Offeror may submit suggested proposed changes to the Contract provisions or Alternative Technical Concepts 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 Short Listed Offerors.
- f. Short Listed Offerors will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
- g. The Price Proposal will be submitted in a separate distinctly marked and sealed envelope from the Technical Proposal.
- h. The Owner will establish an RFP Evaluation Committee to review and evaluate the Technical Proposal. The RFP Evaluation Committee may be the same as the RFQ Evaluation Committee. The RFP Evaluation Committee will evaluate the Proposals in accordance with the published evaluation criteria.
- i. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on Proposals.
- j. The Owner will provide written notification to all Short Listed Offerors of the selection decision and make a selection summary available to all Offerors at the conclusion of the Procurement.
- k. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

3.3.3 Interview Process

After the Owner has evaluate the Offerors' proposals, the offerors will be brought in to have an interview with the evaluation team to further understand the Offeror's project team and the specifics of the Offeror's proposal.

- a. It is suggested the Offeror bring the following project team member's to the interview, project manager, design lead, field lead, scheduler/estimator, and any other key members of the project team. The evaluation team may ask questions to all members of the offeror's interview panel.
- b. The questions from the evaluation team will generally be targeted at past experience of team and team members, specific questions from the firm's proposal, technical construction or design questions, etc.

- c. The interviews will be with one Offeror at a time and generally last an hour to two hours.
- d. The evaluation team will based their points from the interview section on design-build past experience, construction and design past experience for similar type projects, creativity of the design and layout of the project, sequencing of design and construction, and how well the team works together.

3.3.4 Price Proposal

Short Listed Offerors will submit a Price Proposal pursuant to the instructions set forth in the RFP. The requirements for the price proposal will be provided in the RFP, such as required bid items, etc.

3.3.5 Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the Owner will consider the information submitted in the SOQ, the Technical and Price Proposals as well as the meetings with the Offerors with respect to the evaluation criteria set forth in the RFQ and RFP. The result of the evaluation will be a comparative ranking of Offerors.

For the purpose of selecting and evaluating Offerors, the evaluation criteria will be given the following relative weights:

SOQ		Total Weight: 250 points
	5.2 - Minimum Qualifications	Pass/Fail
	5.3.1 - Team Organization	40 points
	5.3.2 - Past Performance with Projects of Similar Scope and Complexity	100 points
	5.3.3 - Past Performance on Design-Build Design, Engineering, and Permitting	70 points
	5.3.4 - Design-Build Construction Past Performance	40 points
Technical Proposal		Total Weight: 400 points
	Conceptual Design	200 points
	Scheduling/Sequencing of Work	100 points
	Use of Budget	100 points
Interviews	(At City Option)	Total Weight: 150 points
Price Proposal		Total Weight: 200 points
		Overall Total: 1000 points

SECTION 4: SOQ DOCUMENTATION REQUIREMENTS

4.1. SOQ Format Requirements

The SOQs shall comply with the following format requirements:

- 4.1.1 SOQs shall be formatted in searchable .pdf format.
- 4.1.2 The body of the SOQ shall be organized in accordance with the Evaluation Criteria.
- 4.1.3 The body of the SOQ, when printed, shall be limited to a maximum of twenty (20) single-sided pages.
 - a. The **only** documentation that is **not** included in the page count is the following:
 - i. Letter of interest or cover letter (which may not exceed two (2) pages;

- ii. Statement of Offeror's Ability to Provide a Proposal Bond, or Performance and Payment Bond;
 - iii. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements;
 - iv. Resumes of Key Team Members;
 - v. Divider tabs, provided that they contain no substantive content; and
 - vi. Cover pages, provided that they contain no substantive content.
- b. **SOQs 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 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. Pages shall be 8.5 x 11 inches, with the exception of location plans, which may be presented in 11 x 17-inch format; however, larger pages may only contain graphics and/or designs and may not be used for an Offeror's narrative.
 - d. The font shall be no smaller than 10 point.

4.2 SOQ Organization

SOQs shall consist of the following parts:

4.2.1 Letter of Interest

4.2.2 Minimum Qualifications

- a. Statement of Offeror's Ability to Provide Performance and Payment Bond. (See Section 5.2.1 and Attachment C)
- b. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (See Section 5.2.2 and Attachment D)

4.2.3 Technical & Management Qualifications

- a. Team Organization
- b. Demonstrated History of Successful Projects Similar in Scope and Complexity
- c. Design-Build Engineering, Permitting, and Design Past Performance
- d. Design-Build Construction Past Performance
- e. Design-Build Project Management Past Performance

SECTION 5: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION

5.1 Letter of Interest (No points)

The SOQ must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Offeror and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project; 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.

5.2 Minimum Qualifications

5.2.1 Statement of Offeror's Ability to Provide Performance and Payment Bond (Pass/Fail)

As a **mandatory minimum requirement**, the Offeror must have the ability to obtain a performance and payment bond in the amount of \$1,000,000.00. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall

be a company authorized to conduct business in the state where the Project is located with a minimum rating of A- ; Financial Size Category VII. Letters indicating “unlimited” bonding capability are not acceptable.

5.2.2 Statement of Offeror’s Ability to Meet the Owner’s Insurance Requirements. (Pass/Fail)

As a **mandatory minimum requirement**, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment D). Offeror shall provide a letter from Offeror’s insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Attachment D. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A- ; Financial Size Category VII.

5.3 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 Offeror, Team Members, and individual Key Team Members. The Offeror 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 past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to successful projects in which the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

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

5.3.1 Team Organization

- a. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals would be performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals.
 - i. Person responsible for the overall management of the Project and design-build contract;
 - ii. Designer of Record;
 - iii. Person responsible for overall construction management;
 - iv. Person responsible for on-site field supervision and direction and construction (Superintendent);

Other persons to consider in the team organization are the Person responsible for safety; Person responsible for quality assurance; Person responsible for cost controls, scheduling, and budgeting.
- b. Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information:
 - i. Description of the individual's proposed Project role;
 - ii. Identification of employer and number of years employed by the firm;
 - iii. Educational background, professional licenses, and/or certifications;
 - iv. Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project; and

- v. Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project.
- c. Describe the corporate structure of the Design-Builder. 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.

5.3.2 Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity

- a. Describe the Team's past performance in successfully managing Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved. Projects performed under the Design-Build procurement method are preferred.
- b. Describe the Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
- c. Describe the Team's past performance in developing and/or managing costs within a similar scoped project.
- d. 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 or to those who can provide evidence of their ability to create a successful team.

5.3.3 Design-Build Design, Engineering, and Permitting Past Performance

- a. Describe the Design-Builder's past performance in managing the design process. Designs created for the Design-Build procurement method are preferred.
- b. Describe the Team's past performance 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. Describe the software used by the Team for design services, including a description of the specialized software the Team would utilize for this Project.
- d. List all professional registrations and/or certifications that are relevant to the work associated with the Project, such as PE, DBIA, CCM, etc.

5.3.4 Design-Build Construction Past Performance

- a. Describe the Team's past performance on projects done under the Design-Build procurement method (or similar integrated delivery methods).
- b. Include in the narrative the Team's approach to the following:
 - i. Sequencing construction activities to maximize efficiency and minimize impact on the Owner;
 - ii. Assessing whether the Design-Builder has achieved performance requirements;
 - iii. Change orders; and
 - iv. Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

SECTION 6: LIST OF ATTACHMENTS, EXHIBITS

- A. Scope of Work
- B. Proposed Site Layout
- C. Proposal, Performance, and Payment Bond Instructions
- D. Insurance Requirements and Instructions



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Exhibit A Project Scope of Work

Example of Preferred Building Style



Administration Area Requirements – Approximately 3,500 square feet

Space	Purpose	Approx. Area (sf)	Other Req.
Reception	Single Work Station	200	Near front door, power, data, phone
Office	Office	200	Desk, Files, lay-out table, power, data, phone
Office	Office	200	Desk, Files, lay-out table, power, data, phone
Office	Public Works Director	200	Desk, Files, lay-out table, power, data, phone
Conference/Break Room	Staff Training + Break room	500	Kitchen w/ microwave, refrigerator, sink w/ upper + lower cabinets, dishwasher, garbage disposal
Public Restroom	Men + Women	75	
Restroom	Men's	75	
Restroom	Women's	75	
Locker Room(s)	Associated w/ Restrooms	150	15 Men's Lockers, 5 Women's Lockers - Single Tier: 12" W x 15" D x 72" H
Communications Room	Mechanical/ Electrical room	50	
Work Station	SCADA	75	Two computers (provided by others)
Map Room	Store + Review Drawings	300	Layout table
Building Department Storage	Dead File Storage	500	

Public Works Vehicles Space Requirements

#	Vehicle	L (ft.)	W (ft.)
1	Backhoe	23	9
2	Street Sweeper	18.5	11
3	2017 F450 Dump Truck (L)	21	9
4	2006 F650 Dump Truck (S)	23	9.5
5	Brush Cutter	13	13
6	Grader	16	7.5
7	1995 F350 Boom Truck	21.5	8
8	2016 F350 Service Trk		
9	2016 F250 (PU)	23	9
10	2007 F450 Ford Crane Truck	23	9
11	2001 Chev WW (PU)	21	9
12	2005 F150 (PU)	21	9
13	2009 F150 (PU)	21	9
14	2013 F150 (PU)	21	9
15	Vactor Trailer 2016	25	9
16	2016 F250 (PU)	21	9

17	2016 F250 (PU)	21	9
18	2016 F350 (PU)	21	9
19	2015 F350 Ford Flatbed	19	9
Minimum Clearance Height: 14 ft.			
20	(3) Gators		
21	(4) Commercial lawn mowers		

Warehouse Area Requirements

Space	Requirements
Spare Parts Storage	Readily Accessible for Vehicle Loading & Unloading
Tool Storage	Secure, easy access for staff
Welding Area	Non-combustible wall finishes if along interior wall
Maintenance Area	Power for shop tools, lighting, data, phone
Mechanical Work Station	Power, data, phone

Building Recommendations

General Building Recommendations

Public Portion Located Northwest

Secure/Non-Public Portion Located Southeast

'L' Shaped Building

<u>Administration Area Recommendations</u>	<u>Warehouse Area Recommendations</u>
Fully Heated & Cooled	Enclosed parking for vehicles listed above
Separate Reception & Lobby	2 Overhead doors to connect enclosed parking & Maintenance Space
Outdoor Patio	2 Access Points for lockers: Office & Maintenance Space
Entrance Porch	10 Tandem Vehicle Bays Capable of Drive-Thru Access with Appropriate Sized Mechanically Operated Overhead Doors
	Overall Garage/Warehouse size approximately 70'x200'
	Outdoor Covered Storage Area Along Southeast Wall
	Maintenance Area Centrally Located within Vehicle Storage Area
Warehouse Overhead doors	All garage type doors shall be windowed

Exhibit B

Proposed Site Layout (Not to Scale)





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Exhibit C

Proposal, Performance, and Payment Bond Instructions

1. Offerors are required to provide a Proposal Bond upon being shortlisted for this Procurement. The following shall apply:
 - a. The Proposal Bond shall be in the amount of 5% of the total bid.
 - c. The Proposal Bond must be submitted within five (5) days of the date that the Offeror is shortlisted for the Project. Failure to timely submit a Proposal Bond will result in the disqualification of Offeror from this procurement. In such a case, and at the Owner's sole option, the Owner may add another Offeror to the shortlist.

2. The selected Design-Builder will be required to provide the following bonds for this Project:
 - Payment Bond in the amount of 100% of the contract value.
 - Performance Bond in the amount of 125% of the capital costs for this Project.

If either of the boxes above are selected, the following shall apply:

- (i) Offerors must submit a statement from their bonding company that the Offeror can meet the bonding requirements set forth above.
- (ii) The executed Payment and Performance Bond shall:
 1. Be signed by an approved Surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner;
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner; and
 - c. Has a current rating of at least A-VII in A.M. Best's Key Rating Guide or is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).
 2. The Owner may require the Surety (or sureties) named on the Payment and Performance Bond to appear and qualify itself. Whenever the Owner deems the security to be inadequate, the Owner may require in writing that the Offeror furnish additional Surety to cover any remaining work. No payments will be made until the added security is furnished.



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Exhibit D

Insurance Requirements and Instructions

1. The Selected Design-Builder will be required to provide insurance as follows:

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

A. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Per Project Aggregate Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance shall be written on a "Special" causes of loss policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of at least \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The policy shall include an occupancy clause and list as loss payee the City of Orting. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. Pollution Liability Insurance: The Contractor will provide a Pollution Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity. This insurance shall be primary over any and all insurance the agency may have in place. Additionally, the Contractor is responsible for ensuring that any sub-contractor provide adequate insurance coverage for the activities arising out of subcontracts. The Pollution Liability may be either a separate policy or an endorsement on the Contractor's General Liability Coverage.

C. Minimum Amounts of Insurance

Contractor shall maintain at least the following insurance limits:

1. Automobile Liability insurance with a minimum Combined Single Limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products- completed operations aggregate limit.
3. Workers Compensation and Employers' Liability \$1,000,000 Employers' Liability each accident, \$1,000,000 Employers' Liability Disease-each employee, \$1,000,000 Employers' Liability Disease-policy limit.
4. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

F. Waiver of Subrogation

The Contractor, their subcontractors, sub-subcontractors, agents and employees, waive all rights of subrogation against the City, for damages caused by fire or other perils to the extend covered by the General Liability and Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement.

G. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

I. Subcontractors

Contractor shall ensure that each subcontractor, sub-subcontractors, agents and employees of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

2. Offerors must provide either:
 - a. A statement from their insurance company that Offerors can meet the insurance requirements set forth above; or
 - b. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above.