CHAPTER 00200

INSTRUCTIONS TO PROPOSERS

COMPETITION PROCESS

A. PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>No.</th>
<th>Event</th>
<th>Scheduled Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RFP Advertisement and Documents Available:</td>
<td>24 SEP 04</td>
</tr>
<tr>
<td>2</td>
<td>Informational Briefing: See Project Information for time and place; attendance is voluntary.</td>
<td>08 OCT 04</td>
</tr>
<tr>
<td>3</td>
<td>Last Request for Information: 10 days prior to due date of Initial Proposals.</td>
<td>22 OCT 04</td>
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<tr>
<td>4</td>
<td>Initial Proposals Due:</td>
<td>01 NOV 04</td>
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<tr>
<td>5</td>
<td>Interviews with Concepts (if any):</td>
<td>TBD</td>
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<tr>
<td>6</td>
<td>Three to five proposers invited to submit Best-and-Final Proposals (B&amp;F):</td>
<td>10 DEC 04</td>
</tr>
<tr>
<td>7</td>
<td>Pre-Proposal Briefing for B&amp;F proposers, attendance by proposers’ representatives is mandatory:</td>
<td>14 DEC 04</td>
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<tr>
<td>8</td>
<td>First Proprietary Meetings for B&amp;F proposers:</td>
<td>05 JAN 05</td>
</tr>
<tr>
<td>9</td>
<td>Second Proprietary Meetings for B&amp;F proposers:</td>
<td>26 JAN 05</td>
</tr>
<tr>
<td>10</td>
<td>Last Request for Information: 10 days prior to due date of proposals.</td>
<td>04 FEB 05</td>
</tr>
<tr>
<td>11</td>
<td>Last Addendum Issued: 7 days prior to due date of proposals.</td>
<td>07 FEB 05</td>
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<tr>
<td>12</td>
<td>B&amp;F Proposals Due:</td>
<td>14 FEB 05</td>
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<tr>
<td>13</td>
<td>University issues Request for Clarifications to B&amp;F Proposals (if any):</td>
<td>22 FEB 05</td>
</tr>
<tr>
<td>14</td>
<td>Deadline for receipt of Clarifications to B&amp;F Proposals:</td>
<td>01 MAR 05</td>
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<tr>
<td>15</td>
<td>B&amp;F proposers make in-person presentations to Technical Evaluation Panel:</td>
<td>07 MAR 05</td>
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<tr>
<td>16</td>
<td>Technical Evaluation Panel submits report to Jury:</td>
<td>14 MAR 05</td>
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<tr>
<td>17</td>
<td>B&amp;F proposers make in-person presentations to University’s Jury in a public meeting:</td>
<td>14 MAR 05</td>
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<tr>
<td>18</td>
<td>Jury evaluates and scores B&amp;F Proposals and recommends highest scoring proposal:</td>
<td>14 MAR 05</td>
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<tr>
<td>19</td>
<td>University Regents approve Jury recommendation and authorizes award subject to final negotiations with proposer:</td>
<td>17 MAR 05</td>
</tr>
<tr>
<td>20</td>
<td>University &amp; proposer complete negotiations:</td>
<td>25 MAR 05</td>
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<tr>
<td>21</td>
<td>Contract Award and NTP with design:</td>
<td>31 MAR 05</td>
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<tr>
<td>22</td>
<td>UW and D/B submit MUP Application:</td>
<td>01 MAY 05</td>
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<tr>
<td>23</td>
<td>D/B completes Construction Documents (see Best and Final Proposal Form):</td>
<td>TBD</td>
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<tr>
<td>24</td>
<td>City issues MUP and Building Permit:</td>
<td>01 DEC 05</td>
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<tr>
<td>25</td>
<td>D/B commences construction:</td>
<td>01 DEC 05</td>
</tr>
<tr>
<td>26</td>
<td>Scheduled Substantial Completion:</td>
<td>15 MAR 07</td>
</tr>
</tbody>
</table>

a. The University reserves the right to change the schedule or terminate the proposal solicitation process at any time.

b. The Scheduled Dates are the latest date the Event may occur without changes to the remainder of the Project Schedule or to the Contract.
B. REQUEST FOR PROPOSALS

1. The RFP Documents will consist of:
   a. Request for Proposal, including:
      1) Invitation to Proposers (Chapter 00005 - Project Information).
      2) Instructions to Proposers (incl. Attachment A: Agreement to Prepare DBOM Proposal)
      3) Proposal Forms.
   b. Conceptual Documents, as defined in Chapter 00570, including:
      1) Project Program / Scope of Work.
      2) Room Data Sheets
      3) Performance Specifications.
      4) Design and Construction Procedures.
   c. Information relating to existing surface and subsurface conditions and structures (which shall be part of the Contract Documents), including:
      1) Site survey map.
      2) Geotechnical report.

C. REQUEST FOR INITIAL PROPOSALS

1. Initial Proposal Submission: Date as indicated in 00005 - Project Information.
   a. Time: No later than 2:00 pm local time on the date indicated in the Project Schedule.
   b. Location: Capital Projects Office, at the address listed on the Project Title Page.
   c. Number of Copies: 25 originals in 3-ring binders.
   d. 1 compact disk copy of full proposal, in Adobe Portable Document Format (PDF) format.
2. No compensation will be made by University for submission of Initial Proposals.
3. Acceptance and Rejection: University reserves the right reject any or all proposers as unqualified, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional proposals. University reserves the right to reject the proposals of any proposer if University believes that it would not be in the best interest of the project to short-list or to make an award to that proposer, whether because the proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by University.
4. Agreement to Prepare Best-and-Final (B&F) Proposal: If a proposer's Initial Proposal is accepted, the proposer will be expected to execute an agreement within seven days after the date of notification of pre-qualification, to prepare a priced B&F Proposal for the design and construction of the project in accordance with the Request for Design-Build Proposals (RFP); said agreement to include:
   a. University's commitment to provide information in a timely manner, to employ qualified evaluators, and to evaluate the proposals in accordance with the published criteria.
   b. Proposer's commitment to abide by the rules of the RFP and to avoid contact with University staff, and the University's jury and technical evaluators, except as provided in the RFP.
   c. For a copy of the form of agreement, see RFP, Proposal Requirements, Chapter 00210 – Agreement for the Preparation of a Best and Final Design-Build Proposal.
D. REQUEST FOR BEST-AND-FINAL PROPOSALS

1. Pre-Proposal Briefing(s): Date(s) as indicated in Project Schedule above.
   a. Time: 2:00 pm local time
   b. Location: At location on the University campus indicated in Chapter 00005 Project Information.

2. First and Second Proprietary Meetings: Dates as indicated in the Project Schedule
   a. Time: TBD (anticipating all meetings to be completed on the same day)
   b. Location: TBD on the University campus.

3. Proposal Submission: Date as indicated in Project Schedule above.
   a. Time: No later than 2:00 p.m. local time on the date indicated in the Project Schedule.
   b. Location: Capital Projects Office, at the address indicated on the Project Title Page.
   c. Number of Copies:
      1) One original of Proposal Form and proposal security (under separate cover).
      2) One each of the design display boards.
      3) Three sets of full-size preliminary design drawings.
      4) 25 extra copies of all written materials (Proposal Notebooks) in 8.5 in x 11 inch 3-ring binders, with facsimile copies of Proposal Form.
      5) One compact disk copy of proposal in Adobe Portable Document Format (PDF) format.

4. Proposal Security: Each Best and Final Proposal must be accompanied by proposal security on the bond form provided in the RFP and made payable to the Regents of the University of Washington in an amount of five percent of the proposer's proposal lump-sum contract price.

5. Proposals will not be opened publicly.

6. Acceptance, Award and Rejection: All proposals will remain subject to acceptance for 60 days after the deadline for receipt of the proposals, but University may, at its sole discretion, release any proposal and return the proposal security prior to that date.
   a. University reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional proposals.
   b. University reserves the right to reject the proposal of any proposer if University believes that it would not be in the best interest of the project to make an award to that proposer, whether because the proposal is not responsive or the proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by University.
   c. University also reserves the right to waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer.

7. Execution of Agreement: When the University gives a Notice of Award to the successful proposer, the proposer will be expected to execute the Agreement within 15 days thereafter and deliver the required contract security.
EVALUATION

A. EVALUATORS

1. University Jury:
   a. Evaluation and recommendation will be made by a jury appointed by the University for that purpose (Jury).
   b. In the event that the University rejects the Jury's recommendation, no award will be made and the RFP process may be started over again.
   c. Jury Composition:
      Jury Members:
      1) Dean Robert Mugerauer, UW College of Architecture & Urban Planning, UW Architectural Commission Chair and Jury Chair;
      2) Professor John Schaufelberger, UW Construction Management Chair, UW Architectural Commission;
      3) Gayle Roberts, Student Representative, UW Architectural Commission;
      4) Lee Copeland, UW Architectural Commission and UW Architectural Advisor;
      5) Stephen Kieran, Kieran Timberlake Associates, LLP, UW Architectural Commission;
      6) Norman Pfeiffer, Pfeiffer Partners, UW Architectural Commission;
      7) Linda Jewell, Freeman & Jewell, UW Architectural Commission;
      8) Patricia Patkau, Patkau Architects, UW Architectural Commission;
      9) Andrea Lex, Senior Director, UW Educational Outreach;
      10) Denis Martynowych, Principal Planner, UW Capital and Space Planning Office
      11) Eric Smith, Group Manager for Construction, Special Projects Group, UW Capital Projects Office;

2. Technical Review Panel:
   a. The panel will be composed of University staff and consultants responsible for the preparation of the program, performance specifications, standards, or have responsibilities for campus operations, maintenance, security, parking, etc.
   b. Technical Review Panel Composition:
      University Representatives:
      1) Eric Smith, Group Manager for Construction, Special Projects Group, Capital Projects Office, Panel Chair;
      2) Randy Everett, Project Manager, Capital Projects Office;
      3) Butch Kuecks, Assistant Director, Facilities Services, Engineering Services;
      4) Lyle Zimmerman, Manager, Communications Technologies;
      5) Berkeley Parks, Sr. Facilities Consultant, Communications Technologies;
      6) Steve Kennard, Operations Officer, Real Estate Office;
      7) Lane McKittrick, Manager, Real Estate Office;
      8) Peter Dewey, Assistant Director, Transportation Services;
      9) Carl Root, Manager, Parking Services;
      10) Bill Talley, Campus Landscape Architect, Capital Projects Office;
      11) Rebecca Bullock, Assistant Director, Risk Management;
      12) Ray Wittmier, Assistant Police Chief, Operations, University Police;
      13) Jan Arntz, Environmental Planner, Capital Projects Office;
      14) Scott Davies, Associate Treasurer, Treasury Office; and
      Ex-Officio
      16) Mark Murray, Manager, Facility Safety Officer, Environmental Health & Safety;
      17) John Chapman, Director, Campus Engineering & Operations, Facilities Services;
      18) Jeanette Henderson, Director, Real Estate;
Consultants to the University
19) David Strauss, Snyder Hartung Kane Strauss, Architects;
20) Jonathan Hartung, Snyder Hartung Kane Strauss, Architects;
21) Kevin Kane, Snyder Hartung Kane Strauss, Architects;
22) Edward C. Wundram, AIA, The Design Build Consulting Group;
23) Dan Say, PE, Structural Engineer, Swenson Say Faget;
24) Mari Hamasaki, PE, Mechanical Engineer, Hamasaki Consulting;
25) Mike Fitzmaurice, PE, Electrical Engineer, Travis Fitzmaurice;
26) Steve Mikkelsen, AIA, Elevator Consultant, Lerch Bates & Associates;
27) Susan Black, LA, Landscape Architect, SB & Associates;
28) Mike DeLilla, P.E., Civil Engineer, RoseWater Engineering, Inc.;
29) Dennis Noson, PhD, Acoustical and Vibration Consultant, BRC Inc.; and

3. Contact with University's Evaluators Prohibited: Prospective proposers are prohibited from discussing the RFP and the project with any member of the Jury, technical review panel, or the University's staff, except as provided herein. Unauthorized contact with evaluators during the proposal preparation and evaluation periods may be grounds for disqualification.

4. Local Review Boards: The following independent entities having jurisdiction over the project may be requested to give their comments on the proposals prior to award:
   a. University's Architectural Commission;
   b. City / University Community Advisory Committee (CUCAC); and
   c. City of Seattle, Department of Planning and Development.

5. Notice of Award: A public announcement of the successful initial proposers and the best and final proposer will be made.

6. University may conduct such other investigations as University deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of proposers, proposed design professionals, subcontractors, suppliers, and other individuals and entities to perform the work in accordance with the Contract Documents.

B. SELECTION CRITERIA

Basis of Selection: The successful proposal (both initial proposal and best-and-final proposal) will be the one that provides the best value to the University, based on total score calculated by the Jury using ranked quality and price criteria ("weighted criteria"), as well as any exceptional qualifications. In evaluating proposals, University will consider the following, based on the Exhibits submitted with the Proposal Form:

1. Proposer's Accident Prevention Program: (pass/fail)
   a. Builder has an acceptable corporate accident prevention program (Initial Proposal);
   b. Builder has an acceptable site specific safety program (Best and Final Proposal);
   c. Builder's last reported Experience Modification Rate (EMR) is 1 or less; and
   d. Builder has a most recent three-year average Recordable OSHA Incident Rate of 8.5 or less and a Lost Workday Rate of 3.0 or less.

2. Proposal Price: (pass/fail) (300 points)
   a. Initial Proposal: Proposer acknowledges that the MADCC specified in the RFP, Chapter 00005 – Project Information is compatible with the program and schedule (pass/fail).
   b. Best and Final Proposal: Lump sum contract price is not greater than the MADCC (pass /fail).
c. Best and Final Proposal: Proposer with the lowest lump sum contract price shall be awarded the maximum points for this criterion (300); all others shall be awarded points in reverse proportion to the amount their lump sum contract price exceeds the lowest lump sum contract price.

3. Ability of Individual Design and Construction Personnel: (150 points)
   a. Demonstrated design excellence and construction management capabilities of individual architectural, engineering and construction personnel assigned to the project.
   b. Design and construction experience of assigned individuals with buildings of similar program, scope and size.
   c. Design and construction experience of assigned individuals with academic institutions.
   d. Design and construction experience of assigned individuals with general sustainable building and LEED projects.

4. Past Performance of the Firm on Similar Sized Urban Office Building Projects: (100 points)

5. Builder’s Record of Ability to Meet Time and Budget Requirements: (20 points)

6. Ability of Prime Proposer to Provide Project Performance and Payment Bonds: (pass/fail)

7. Recent, Current, and Projected Work Loads of the Builder: (20 points)

8. Location of the Builder’s Office Responsible for this Project: (10 points)

9. Concept of the Proposal:
   a. Design Excellence:
      1) Design Concept: (150 points)
         Design is responsive to site context, building’s role as a university “gateway” structure, and has an image appropriate for a university building.
      2) Program: (150 points)
         Design meets or exceeds program’s objectives, spatial requirements, functional relationships and minimum net assignable floor area (NASF).
   b. Sustainability and Energy Efficiency:
      1) LEED Rating Points: (250 points)
         All available points awarded to the proposal with the most supportable points in the LEED Rating System (Version 2.1); others awarded points directly proportional to their lower number of supportable LEED Rating Points. **Note:** For the purposes of this proposal evaluation only, points for LEED EA Credit 1: Optimizing Energy Performance, EA Credit 3: Additional Commissioning and EA Credit 5: Measurement and Verification will be counted double towards the overall point total.
      2) Five-Year Extended Warranty and Maintenance Cost: (50 points)
         Best and Final Proposal Only: All available points awarded to the proposal with optional five-year extended warranty and maintenance agreements with the lowest accumulative costs; others awarded points directly proportional to their higher five-year extended warranty and maintenance costs.

**Total points available:** 1,200 points
C. ALTERNATES PROHIBITED

Unsolicited alternatives are not allowed and will not be considered.

D. PROPOSAL EXHIBITS

Submit design display boards, drawings, specifications, and other data as indicated in Submittal Requirements, which shall be of form and character sufficient to adequately explain the design intent and the character of the proposed construction. In B&F Proposals, incorporate into the exhibits all substantiation specified in the Performance Specifications as to be submitted with the B&F Proposal.

E. QUALIFICATIONS

1. Qualification Information: To demonstrate qualifications to perform the work, each proposer must submit written evidence, as called for below, on AIA Document A305 Contractor’s Qualification Statement (1986 edition) and the U.S. Government Standard Form 330: Architect – Engineer Qualifications, or reasonable facsimiles thereof.
   a. The individuals or entities that will be providing professional design services must be listed in the Proposal (see Required Professional Design Disciplines below).
   b. The individuals or entities that will be providing construction management services must be listed in the Proposal.

2. Minimum Firm Qualifications Required:
   a. Licensure of design professionals in applicable jurisdiction.
   b. Minimum Experience in Similar Projects: Similar project type and size.
      1) Builder: 2 projects over $10 million each.
      2) Architect-of-Record: 1 office building project over $10 million.
   c. Minimum Experience in Design-Build Method of Contracting:
      1) Builder: 2 projects over $10 million each.
      2) Architect-of-Record: 1 non-residential project over $5 million.
   d. Bonding Capacity: Proposer (prime) must have a minimum available capacity of $15 million for performance and payment bonds.
   e. Insurability: Statement to the effect that the insurance requirements of the RFP can be met by the proposer.

3. Required Professional Design Disciplines:
   a. Design Architect (see list below);
   b. Architect-of-Record;
   c. Interior Designer;
   d. Landscape Architect;
   e. Structural, Mechanical, Electrical and Civil Engineers;
   f. Acoustical and Vibration Consultant; and
   g. Geotechnical and Foundations Consultant.

4. Design Architects:
   a. In a separate solicitation initiated in July, 2004, the University requested qualifications from individuals and firms that wished to be considered for the role of Design Architects for the Educational Outreach Building, as a member of a competing design-build team. The result of that effort is a list of firms that the Jury feels are capable of meeting the University’s high expectations for the design quality of the project.
   b. Proposers are not limited to the firms listed herein, but must designate in their Initial Proposal an individual or firm they propose for the role of Design Architect.
   c. Design Architects may also serve as Architect-of-Record on the proposer’s design-build team if they possess the appropriate State of Washington professional license.
d. Listed Design Architects:

1) ALLIED WORKS
ARCHITECTURE
Brad Cloepfil, Principal
910 NW Hoyt Street, Suite 200
Portland, OR 97209
T. 503.227.1737  F. 503.227.6509
web: www.alliedworks.com
e-mail: info@alliedworks.com

2) BASSETTI ARCHITECTS
Marilyn Brockman, AIA, Principal
71 Columbia Street, Suite 500
Seattle, WA 98104
T. 206.340.9500  F. 206.340.9519
web: www.bassettiarch.com
e-mail: mbrockman@bassettiarch.com

3) CALLISON ARCHITECTURE, INC.
James P. Rothwell, AIA, Principal
1420 Fifth Avenue, Suite 2400
Seattle, WA 98101
T. 206.623.4646  F. 206.623.4625
web: www.callison.com
e-mail: info@callison.com

4) CARLSON ARCHITECTS, PS
Don Carlson, FAIA, Principal
2111 Third Avenue
Seattle, WA 98121
T. 206.441.3066  F. 206.728.4661
web: www.carlsonarch.com
e-mail: information@carlsonarch.com

5) COLLINS WOERMAN
Richard Robison, AIA, Principal
Architect
777 – 108th Avenue NE, Suite 400
Bellevue, WA 98004
T. 425.889.3333  F. 425.828.9116
web: www.collinswoerman.com
e-mail: info@collinswoerman.com

6) FERNAU & HARTMAN
ARCHITECTS, INC.
Laura Hartman, Principal
2512 Ninth Street, No. 2
Berkeley, CA 94710
T. 511.648.4480  F. 511.648.4532
web: www.fernauhartman.com
e-mail: lh@fernauhartman.com

7) INTEGRUS ARCHITECTURE
Larry D. Hurlbert, AIA, Principal
1426 Alaskan Way, Suite 101
Seattle, WA 98101
T. 206.628.3137  F. 206.628.3138
web: www.integrus.net
e-mail: lhurlbert@integrus.net

8) L MN ARCHITECTS
George Shaw, AIA, Partner
801 Second Avenue, Suite 501
Seattle, WA 98101
T. 206.628.3460  F. 206.343.9388
web: www.lmnarchitects.com
e-mail: design@lmnarchitects.com

9) THE MILLER/HULL
PARTNERSHIP
Norman Strong, FAIA, Partner
71 Columbia – Sixth Floor
Seattle, WA 98104
T. 206.682.6837  F. 206.682.5692
web: www.millerhull.com
e-mail: skelly@millerhull.com

10) MITHUN
John H. Thomas, AIA, Principal
Pier 56
1201 Alaskan Way, Suite 200
Seattle, WA 98101
T. 206.623.3344  F. 206.623.7005
web: www.mithun.com
e-mail: mithun@mithun.com

11) NBBJ
Bradley D. Leathley, Principal
111 South Jackson Street
Seattle, WA 98104
T. 206.223.5555  F. 206.621.2300
web: www.nbbj.com
e-mail: info@nbbj.com

12) PERKINS & WILL
Peter S. Hockaday, FAIA, Project Manager
81 University Street
Seattle, WA 98101
T. 206.443.4980  F. 206.443.4981
web: www.perkinswill.com
e-mail: Peter.Hockaday@perkinswill.com

13) SCHACHT ASLANI ARCHITECTS
Cima Malek-Aslani, Principal
1932 First Avenue, Suite 204
Seattle, WA 98101
T. 206.443.3448  F. 206.443.3471
web: www.saarch.com
e-mail: saarch@saarch.com

14) SMWM
Cathy J. Simon, FAIA, Principal
989 Market Street, 3rd Floor
San Francisco, CA 94103
T. 415.546.0400  F. 415.882.7098
web: www.smwm.com
e-mail: info@smwm.com

15) SRG PARTNERSHIP
Rick Zieve, FAIA, Principal
101 Yesler Way, Suite 200
Seattle, WA 98104
T. 206.973.1700  F. 206.973.1701
web: www.srgpartnership.com
e-mail: info-sea@srgpartnership.com

16) STEVEN HOLL ARCHITECTS
Steven Holl, Principal
450 W. 31st Street, 11th Floor
New York, NY 10001
T. 212.629.7262  F. 212.629.7312
web: www.stevenholl.com
e-mail: mail@stevenholl.com

17) THOMAS HACKER ARCHITECTS INC.
Thomas Hacker, FAIA, Principal
733 SW Oak Street
Portland, OR 97205
T. 503.227.1254  F. 503.227.7818
web: www.thomashacker.com
e-mail: thanfo@thomashacker.com

18) WEINSTEIN A/U
Edward Weinstein, FAIA, Principal
121 Stewart Street, Suite 200
Seattle, WA 98101
T. 206.443.8606  F. 206.443.1218
web: www.weinsteinAU.com
e-mail: info@weinsteinAU.com

19) ZIMMER GUNSLUL FRASCA
PARTNERSHIP
Evett J. Ruffcorn, FAIA, Partner
925 Fourth Avenue, Suite 2400
Seattle, WA 98104
T. 206.623.9414  F. 206.623.7868
web: www.zgf.com
e-mail: eruffcorn@zgf.com
TERMS AND PROCEDURES

A. Copies of Documents: Complete sets of RFP documents may be obtained from the University’s Contact Person at the address indicated in Project Information.

B. Proposal Documents (RFP): RFP documents on compact disk(s) in Adobe PDF format are available on request at a nominal cost. One set per registered proposer. The RFP is also available at no cost on the UW Capital Projects Office’s web page at [http://www.cpo.washington.edu/html/ConsultContract_Other_RFQ.html](http://www.cpo.washington.edu/html/ConsultContract_Other_RFQ.html)

1. Documents will not be issued to, nor addenda sent to, subcontractors or suppliers.
2. Complete sets of RFP documents must be used in preparing proposals. Neither the University nor any consultant of the University who might have been involved in the preparation of the Proposal Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.
3. The University makes copies of the RFP available on the above terms only for the purpose of obtaining proposals for the work and does not confer any license or grant for any other use.

C. Questions: All questions about the meaning or intent of the RFP are to be directed to the University’s Contact Person at the address indicated in Project Information.

1. Interpretations or clarifications considered necessary by the University in response to such questions will be issued by addenda to the RFP, e-mailed, faxed or mailed to all parties registered with the University’s Contact Person as having received the RFP and requested notification of availability of addenda.
2. Questions will only be received from registered RFP holders, and must be in writing (letter, facsimile or e-mail) or submitted at Pre-Proposal Submission Meeting(s).
3. Questions received less than 10 days prior to the date for receipt of proposals may not be answered.
4. Only questions answered by formal written addenda to the RFP will be binding; oral and other interpretations or clarifications will be without legal effect.
5. Addenda may also be issued to modify the RFP documents as deemed advisable by the University. Only registered RFP holders will receive notification of addenda.

D. Briefings: Representatives of the University will be present to discuss the project.

1. University will transmit to all registered RFP holders of record such addenda as the University considers necessary in response to questions arising at the briefing.
2. Oral statements made by the University’s staff or consultants at briefings may not be relied upon and will not be binding or legally effective.
3. Questions and statements deemed by the University to be appropriate and relevant to the RFP will be answered in an addendum to the RFP.

E. Examination of RFP documents and site: It is the responsibility of each proposer, before submitting a proposal, to:

1. Examine thoroughly the RFP documents, including Information Furnished by Owner;
2. Visit the site to become familiar with and satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, or performance of the work.
3. Consider federal, state, and local laws and regulations that may affect cost, progress, and performance of the work;

4. Study and carefully correlate the proposer's knowledge and observations with the RFP documents and other related data;

5. Promptly notify the University of any conflicts, errors, ambiguities, and discrepancies which the proposer has discovered in the RFP documents.

F. Information Relating to Existing Surface and Subsurface Conditions and Structures: The University has identified certain reports, maps and/or tests, which have been utilized by the University in preparation of the RFP documents (Chapter 00300 – Information Furnished by Owner).

1. The proposer may rely on the general accuracy of the factual technical data contained in such reports but not upon other data, interpretations, recommendations or opinions contained in such reports, and not upon the completeness thereof for the purposes of preparing its proposal, for design, or for construction.

2. Where such reports and maps are not included in the RFP documents, copies will be made available by University to any proposer on written request.

3. Reports and maps included in the RFP documents are Contract Documents; however the proposer is responsible for any interpretation or conclusion it may have drawn from such reports.

G. Supplementary Investigations: Before submitting a proposal each proposer will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies, or data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, or performance of the work, or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by the proposer and safety precautions and programs incident thereto, or which the proposer deems necessary to prepare its proposal for performing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

H. Access to Site: On request, the University will provide each proposer access to the site to conduct such examinations, investigations, explorations, tests, and studies as each proposer deems necessary for submission of a proposal. Proposer must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests, and studies.

I. Availability of Site for Work: The site upon which the work is to be performed, rights-of-way and easements for access thereto, and other areas designated for use by Design-Builder in performing the work are identified in the Contract Documents.

1. All additional land or areas and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated into the work are to be obtained and paid for by Design-Builder.

2. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the University unless otherwise provided in the Contract Documents.

J. Sales and Use Taxes: University and its contractors are not exempt from state sales and use taxes on materials and equipment to be incorporated into the work, or from sales taxes applicable to the contract itself.

1. Sales taxes applicable to the contract between Owner and Design-Builder are not included in the Lump Sum Contract Price.

2. See Agreement and General Conditions of the Contract for additional information.
K. Contract Time: The time within which the work is to be completed will be incorporated into the Agreement.

1. See Proposal Form for intermediate milestones relating to completion; see Chapter 00570, Contract Definitions, for definitions of milestones.

2. The apparent successful proposer will be required to satisfy University that it will be able to achieve Substantial Completion within the specified Contract Time.

SUBMITTAL REQUIREMENTS

A. Initial Proposals

1. Initial Proposal Notebook:
   a. **Cover Letter.** Letter identifying the proposer (prime), and if appropriate, the joint-venture members. Identify the design architect, architect-of-record and the general contractor builder (if other than the proposer). Include a brief description of the legal relationship among the principal entities with regard to the project. Identify a single contact person for this proposal and his/her relevant contact information.
   b. **Organizational Chart.** Chart identifying the design and construction organizations that comprise the design-build team for the preparation of the proposal, identifying LEED Accredited Professionals (LAP). In the chart, indicate in each "block" the responsibility (e.g. Design Architect), the firm (e.g. Taliesin Associates), and the senior individual responsible for the service (e.g. Frank Lloyd Wright). The proposer’s organization may be supplemented in subsequent best and final proposal, but proposer (prime), builder, design architect and architect-of-record may not be changed without University permission.
   c. **Accident Prevention Program:**
      Provide a summary description of the builder’s accident prevention program and record. Include the following information:
      1) The builder’s last reported Experience Modification Rate (EMR);
      2) The builder’s most recent three-year average OSHA Recordable Incident Rate; and
      3) The builder’s most recent three-year average OSHA Lost Workday Rate.
   d. **Proposal Price.** Initial Proposal Form completed and signed as indicated on the form.
   e. **Ability of Individual Professional and Construction Personnel.** For each individual shown on the Organizational Chart, provide a brief summary of their qualifications and experience. Specifically address: 1) quality of their design or construction management skills; 2) design and construction experience with buildings of similar program, scope and size as the project; and 3) design and construction experience with academic institutions.
   f. **Builder’s Past Performance on Similar Projects.** List and briefly describe three similar sized urban office buildings constructed by the builder. Provide facility name, location, size, cost, year completed and a contact person for the building’s owner.
   g. **Builder’s Past Performance on Budget and Schedule.** If other than the three projects listed above, list and briefly describe three buildings constructed by the builder that best demonstrate the builder’s budget and schedule performance. Provide facility name, location, size, cost, year completed and a contact person for the building’s owner.
   h. **Performance and Payment Bonds.** Letter from proposer’s surety or its agent indicating that the proposer (not just the builder) currently has the capacity to provide performance and payment bonds up to $15 million each.
   i. **Insurability.** Provide a letter from proposer’s insurance agent that the proposer maintains, or can acquire, insurance policies and coverages specified in the Agreement.
   j. **Builder’s Recent, Current and Projected Workloads:** Bar graph depicting builder’s current (projected to year end) and previous four years’ annual gross billings for construction, and projected annual gross billings through 2006, if successful in this proposal (and including other uncompleted work currently awarded or under contract).
k. **Location of the Builder’s Project Office:** Indicate the location of the builder’s established office that will be responsible for this project.

l. **Concept of the Proposal:**
   1) **Design Excellence:** In a narrative format, discuss the proposer’s analysis and design approach to the project, and specifically address the proposer’s approach to the issues of: a) site context; b) university “gateway” structure; and c) the program objectives and requirements.
   2) **Sustainability and Energy Efficiency:** Discuss the proposer’s project goals for sustainability and energy efficiency, expressed as a target score range of the U.S. Green Building Council’s LEED Rating System, Version 2.1, May 2003 Edition.
   3) **Assignable Area:** Indicate if the proposer feels that the RFP Program assignable floor area (NASF) can be accommodated within the limits of site, city zoning, university master plan development standards, building code and budget.

2. **Appendix to Initial Proposal Notebook:**
   a. **Contractor’s Qualification Statement (AIA Document A305).** If a joint-venture, provide separate statement for each member firm. Include one-page resumes of the construction management personnel listed on the proposer’s Organizational Chart. As a minimum, provide the resumes of the proposer’s project executive, project manager, construction superintendent, senior safety personnel and senior quality assurance/quality control personnel to be assigned to the project.
   c. **Joint Venture Agreement.** If a joint venture, provide a copy of the joint venture agreement. Include copies of all indemnification and insurance agreements between the joint venture principal entities applicable to the project.
   d. **Brochures.** Proposer’s (designers and builders) standard printed firm brochures or project cut sheets (optional).

3. **Proposals:** Number indicated above. Materials larger than 8.5 x 11 inches (or folded to this size) will not be accepted.

4. **Standard printed brochures pages are preferable to custom-prepared graphics.**

B. **Best and Final Design-Build Proposals (by invitation only)**

1. **Best and Final Proposal Notebook:**
   a. **Cover Letter.** Letter identifying the proposer and acknowledging that the Initial Proposal qualifications and design-build team composition remain the same, or have been supplemented as indicated in the proposal.
   b. **Best and Final Proposal Form.** Copy of Best and Final Proposal Form completed and signed (with Contract Price blanked out). Provide proposal security (bid bond) with original proposal form only. Submit original executed and notarized proposal form and proposal security in separate envelope. Indicate proposer and project name on the envelope.
   c. **Description of the Proposal:**
      1) General description of the architectural design proposal: site and relationship to adjacent right-of-ways, exterior design and materials, interiors design and materials, parking capacity, building graphics, interior and exterior lighting, and security provisions included in the design proposal.
      2) Engineering concepts or diagrams in response to the performance requirements.
      3) Copies of Subcontractors’ Five-Year Extended Warranty and Maintenance Agreements and individual agreements’ cost, and accumulative cost of all agreements (see Performance Requirements, Chapter D – Services, F. Operations and Maintenance, para. 9.)
      4) **LEED Checklist.** For each LEED credit claimed, provide preliminary supporting
documentation (or reference appropriate proposal design drawings or specifications). In addition to the LEED checklist, provide a narrative of project specific sustainable design strategies and notes from eco-charrette, as well as any relevant LEED tracking tools being used by the design-build team.

5) Response to evaluation criteria: For criteria related to Concept of the Proposal, provide a criterion point by criterion point discussion of the merits of the proposal.

d. **Design and Construction Schedule.** Preliminary design and construction schedule for building, indicating design document preparation, submittals/reviews (including City of Seattle Master Use Permit) and Substantial Completion date; bar chart style, single page. Assume NTP and Substantial Completion dates listed in the RFP’s Project Schedule.

e. **Schedule of Values.** Guaranteed not-to-exceed (NTE) schedule of the values of the monthly progress payments based on the proposer’s preliminary design and construction schedule. Display in both tabular form and in a graph form similar to the preliminary schedule.


g. **Billing Rates.** Design Consultants published current year hourly billing rates.

h. **Safety Program.** Outline of the site specific safety program the builder intends to implement for this project. Indicate responsible individuals and reporting procedures.

i. **QA/QC.** Copy of the proposer’s QA/QC Program.

j. **Specifications.** Outline prescriptive specifications in CSI UniFormat or CSI MasterFormat.

k. **MUP Documentation.** Data, exhibits and information suitable for completing an application for a City of Seattle Master Use Permit (MUP) (application to be completed by the University and successful proposer immediately upon notification of proposal selection by the Jury).

l. **Design Display Boards.** Reduced copies of the six design display boards.

2. **Best and Final Proposal Exhibits:** See the Proposal Form for Exhibits that must be attached to or submitted with each Proposal; NO OTHER EXHIBITS ARE ALLOWED.

a. **Design Display Boards** (1 each of 6): Rigid, black or white, one-half inch thick, foam-core board. Required size of 36 x 48 inches, landscape format.

1) Exterior colored perspective drawing (color optional on all other design display boards)

2) Site/ground floor plan and surrounding area at one/eighth inch equals one foot.

3) Parking level floor plan at one/eighth inch equals one foot.

4) Typical upper floor plans at one/eighth inch equals one foot (number of plans shown are optional).

5) Roof plan at one/eighth inch equals one foot.

6) Building elevations and sections at one/eighth inch equals one foot.

7) Additional sketches and details at proposer’s option and in space available on the six display boards.


d. **Proposal Notebooks** (number as indicated above) in three-ring binders.

e. All materials submitted will become the property of the University.

f. University reserves the right to publish or display publicly all proposal exhibits.
C. Proposal Forms: Proposal Forms are included in the RFP Documents; additional copies may be obtained from the University. A word processor version of the Proposal Forms will be provided by the Owner in the appropriate final Addendum.

1. All blanks on the Proposal Form must be completed by printing in black ink or by typewriter.
   a. In addition to signatures, names must be typed or printed in black ink.
   b. The address and telephone number for communications regarding the proposal must be shown.
   c. State contractor license must be shown.
   d. Design professional registration numbers must be shown.

2. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
   a. The official address of the partnership must be shown below the signature.

3. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary.
   a. The corporate address and state of incorporation must be shown below the signature.
   b. If the proposer is an out-of-state corporation, evidence of authority to conduct business in the state where the work is to be performed must be attached.

4. The Proposal Form shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Proposal Form.

D. Submission: Proposals shall be enclosed in an opaque sealed envelope or box, marked with the project title and the designated portion of the project for which it is submitted and the name and address of the proposer.

1. Deliver all Proposals to the Capital Projects Office at the address listed on the RFP Project Title Page.

2. If the submission is sent through the mail or other delivery system, the sealed envelope or box shall be enclosed in a separate envelope marked "INITIAL DESIGN-BUILD PROPOSAL ENCLOSED" or "BEST AND FINAL DESIGN-BUILD PROPOSAL ENCLOSED" (as applicable).

3. All Exhibits shown on the Proposal Form shall accompany the Proposal Form in the same envelope or box; clearly identify each separate item with the proposer's name and project name.
   a. Exception: Display boards may be delivered by hand to University’s Contact Person at a designated location, under the same deadlines as the Proposal itself.

4. Best and Final Design-Build Proposals: Original signed copy of Best and Final Design-Build Proposal Form together with the original Proposal Security (Bid Bond) shall be submitted separately from the other materials and the sealed envelope shall be marked “Original Best and Final Design-Build Proposal” along with the name of the proposer.


1. Surety Bonds: Issued by a surety meeting the requirement of the General Conditions.

2. The proposal security of the successful proposer will be retained until such proposer has executed the Agreement, furnished any required contract security, and met the other conditions of the Notice of Award, whereupon the proposal security will be returned.
3. If the successful proposer fails to execute and deliver the Agreement and furnish the required contract security within 15 days after the Notice of Award, University may annul the Notice of Award and the proposal security of that proposer will be forfeited.

4. The proposal security of other proposers whom the University believes to have a reasonable chance of receiving the award may be retained by University until 7 days after the effective date of the Agreement with the successful proposer or 60 days after receipt of proposals, whichever is earlier.

5. The proposal security of proposers whose proposal is not considered competitive will be returned within seven days after notice of award to the successful proposer.

6. Withdrawal or Modification after Submission: Proposals may not be modified after submission; withdrawal of proposal after submission will result in forfeiture of proposal security.

7. Disqualification: Any proposer may be disqualified due to breach of proposal procedures, resulting in forfeiture of proposal security.

8. Execution of Agreement: Notice of Award will be accompanied by the required number of unsigned copies of the Agreement with all other written Contract Documents attached.

9. The proposer shall sign and deliver the required number of copies of the Agreement and attached documents to University with the required contract security and certificates of insurance.

10. Within 15 days thereafter University shall return one fully signed copy to the proposer.

END OF CHAPTER 00200
CHAPTER 00210

AGREEMENT FOR THE PREPARATION OF A BEST AND FINAL DESIGN-BUILD PROPOSAL

THIS AGREEMENT, made and entered into this _____ day of _______________ 2004, shall be the agreed basis for the preparation of a Best and Final Design-Build Proposal for the Project:

EDUCATIONAL OUTREACH BUILDING
University of Washington
Seattle Washington
Project No. 10623

As outlined herein and between the Regents of the University of Washington, hereinafter referred to as University, and

hereinafter referred to as Proposer.

RECITALS:

1. In accordance with RCW 39.10 Alternative Public Works Contracting Procedures, the University has requested and received proposals for the design and construction of the Project.

2. From among those submitting proposals, the University has selected the Proposer to participate with others in the second stage of the selection process, and has prepared a Request for Design-Build Proposals (RFP) and addenda for that purpose.

3. Proposer has examined the RFP attached hereto and desires to participate in the selection process and submit a Best and Final Proposal.

AGREEMENT:

1. PROPOSER’S RESPONSIBILITIES

1.1. Proposer shall use its best efforts to prepare and submit to University by the deadline for receipt of Best and Final Proposals, a good faith, completed responsive proposal in accordance with the RFP attached hereto, as amended from time to time prior to the date for receipt of Best and Final Proposals.

1.2. Proposer shall comply with the requirements, terms and conditions of the RFP. Proposer represents it is a responsible bidder capable and willing to perform all responsibilities of design-builder as set forth in the RFP.
2. UNIVERSITY’S RESPONSIBILITIES

2.1. University shall provide information regarding the requirements of the Project.

2.2. University shall appoint and designate a representative to act in its behalf with respect to the Project and the RFP. University or its representative shall receive inquiries made by the Proposer and shall render decisions pertaining thereto promptly.

2.3. University shall furnish information requested and required as expeditiously as necessary for the orderly progress of the preparation of the Best and Final Proposal.

3. PAYMENTS TO PROPOSER

University shall compensate Proposer for performing its responsibilities hereunder as follows:

3.1. If Proposer is selected for award of the design-build contract and an agreement is executed, University shall pay Proposer the sum indicated as the minimum payment in the agreement contained in the RFP, upon execution of the agreement. Such payment will be made upon submission of a valid request for payment, as partial payment of the contract sum.

3.2. If all Best and Final Proposals are rejected by the University prior to ranking by the University's Jury, upon expiration of the period for the consideration and acceptance or rejection of proposals, the University shall pay Proposer the sum of $80,000.00. Such payment will be made upon submission of a valid request for payment. Upon such payment, University shall have no further obligation to Proposer under this Agreement and Proposer agrees not to make or pursue any claim for additional compensation, through any remedy.

3.3. If all Best and Final Proposals are ranked by the University’s Jury but rejected by the University, upon expiration of the period for the consideration and acceptance or rejection of proposals, the University shall pay Proposer $80,000.00. Such payment will be made upon submission of a valid request for payment. Upon such payment, University shall have no further obligation to Proposer under this Agreement and Proposer agrees not to make or pursue any claim for additional compensation, through any remedy.

3.4. If another proposer is selected for award of the contract, University shall pay Proposer $80,000.00 upon execution of the agreement with another proposer or upon rejection of Proposer’s Best and Final Proposal, whichever occurs first. In no event shall University withhold payment more than 120 days after the deadline for receipt of proposals.

3.5. If University terminates the Project or the selection process, or this Agreement, for reasons other than the fault of Proposer, or if Proposer terminates this Agreement under Article 4.2 hereof, prior to the deadline for receipt of Best and Final Proposals, University shall pay Proposer that portion of $80,000.00 represented by the number of days this Agreement has been in effect prior to termination, divided by the number of days allocated for the preparation of Best and Final Proposals.

3.6. Under no other circumstances will University make a payment hereunder to Proposer.
4. TERMINATION

4.1. University may terminate the Project, the selection process or this Agreement at any time by giving Proposer written notice of such termination. The termination shall be effective on actual receipt of such notice of termination from the University, in writing by mail or facsimile.

4.2. Proposer may terminate this Agreement if University fails to perform its responsibilities hereunder through no fault of Proposer, upon ten (10) days written notice to University, except that University shall have ten (10) days from actual receipt of such written notice to perform those responsibilities it is alleged to have failed to perform.

5. CONDITIONS OF NON-PAYMENT

University shall not be required to make payments to the Proposer if Proposer:

1) Fails to perform its responsibilities under this Agreement,

2) Fails to conform to the rules and regulations of the selection process, including the terms and conditions set forth in the RFP and all attachments and addenda thereto,

3) Withdraws or refuses or fails to participate in said selection process, except as provided in 4.2,

4) Fails to submit a valid and responsive Best and Final Proposal,

5) Or if Proposer in any way revokes or modifies its proposal subsequent to the date for receipt of Best and Final Proposals, except as provided for in the RFP,

6) Prior to acceptance of a Best and Final Proposal and execution of an agreement, or rejection of Proposer's proposal by University.

6. SUCCESSORS AND ASSIGNS

University and Proposer each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party, with respect to all covenants of this Agreement. Neither University nor Proposer shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

7. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between University and Proposer and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both University and Proposer.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.
9. **TIME**

Time is of the essence of this Agreement and the Best and Final Proposal shall be prepared and submitted by Proposer on or before the date indicated in the RFP for receipt of Best and Final Proposals.

10. **OWNERSHIP OF BEST AND FINAL PROPOSAL**

10.1 The payment of an honorarium shall entitle the University to a limited, non-exclusive license to the designs in the proposal, and the rights to copy, publish, distribute, or display the design and technical proposal exhibits. If the Proposer has subcontracted the design of the proposal to a design consultant(s), the Proposer shall obtain from the design consultant(s) these same rights as they apply to the design and to the materials specified in 10.2 below.

10.2 Designs, drawings, sketches, illustrations, plans, specifications, descriptions, and photographs prepared by Proposer and submitted to University in satisfaction of this Agreement will become the property of University and will not be returned. University shall have all rights to exhibit, photograph, display, lend or publish these materials in any manner, in any style, under any circumstances and at any time or as often as University may choose.

10.3 University shall not use any copyrighted materials or designs in the Proposer’s Best and Final Proposal to construct this Project or any other project, or to contract with others to do so, except under the terms and conditions of the RFP or with the explicit written permission of the copyright owner.

11. **ATTACHMENTS**

11.1 Request for Design-Build Proposals (RFP) for the Educational Outreach Building, University of Washington, Seattle, Washington, dated September 24, 2004, including any addenda thereto.
IN WITNESS WHEREOF, said University has caused this Agreement to be subscribed in its behalf, and said Proposer has signed this Agreement to day, month and year first above written.

REGENTS OF THE UNIVERSITY OF WASHINGTON

PROPOSER:

By: _______________________________  By: _______________________________
Title: ____________________________  Title: ____________________________

APPROVED AS TO FORM

By: _______________________________
Title: ____________________________
CHAPTER 00300
INFORMATION FURNISHED BY OWNER

EXISTING CONDITIONS

A. Certain information relating to the surface and subsurface conditions of the Project site have been
developed by the University and are furnished to the proposers. The documents referenced below
shall be Contract Documents to the same extent as if bound herein. The University warrants the
accuracy of the factual data in these reports and maps, to the extent specified in the RFP, Contract
Requirements, Chapter 00500 – Agreement and Conditions of Contract, General Conditions of
Contract, Article 3.2 – Furnishing of Services and Information.

1. Map entitled: BOUNDARY & TOPOGRAPHICAL SURVEY, U.W. OUTREACH, UNIVERSITY OF
WASHINGTON, CAPITAL PROJECT OFFICE, dated 10-22-03, prepared by Mead Gilman &
Assoc., Professional Land Surveyors, P.O. Box 289, Woodinville, WA 98072 (425) 486-1252.,
Drawing Number 03209, (1 sheet).

2. Geotechnical Report: “Geotechnical Engineering Design Study, Proposed University of
November 21, 2003, prepared by Zipper Zeman Associates, Inc., Geotechnical and
Environmental Consultants, 811 First Avenue, Suite 404, Seattle, Washington 98104, (206) 264-
8295.

MASTER PLAN

A. Those sections of the Master Plan that apply to the Project are considered Contract Documents. See
“University of Washington Master Plan, Seattle Campus” dated January 2003. The full text of the
master plan is available on the University’s web site at
http://www.washington.edu/community/cmp.html

DESIGN GUIDES

A. Facility Design Instructions (FDI): In addition to the standards specified in the RFP, Performance
Requirements, Chapter 111 – Facility Performance, Section A. 4. Standards, the Design-Builder shall
comply with specifically referenced sections of the University’s “Facility Design Information”, dated
2003, and prepared by Engineering Services, University of Washington, Chapters 1-18. Including,
but not limited to: Voice, Data and Multimedia Communications, Sections 16A10, 16750, 16751 and
16752, and Standard Communication Drawings, SD-CM-0.1 through SD-CM-52.

B. The full text of the FDI is available on the University’s Engineering Services Website at
http://depts.washington.edu/fsesweb/fdi/fdi.html, including the link to Computing and Communications
website.

C. Signage Design Guide: The Design-Builder shall comply with the applicable requirements of the
University of Washington’s Campus Furnishings and Signage Guidelines, dated January 1993 or
later, prepared by Facility Management Office. Copy available upon request.

END OF CHAPTER 00300
CHAPTER 00400

PROPOSAL FORMS

INITIAL DESIGN-BUILD PROPOSAL FORM

PROJECT IDENTIFICATION

A. Project Identification: Educational Outreach Building located at the University of Washington, Seattle, Washington, Project No. 10632, consisting of an approximately five-story administrative office building, a basement level parking garage and the building’s site, for terms and conditions specified in the RFP.


C. Proposal To: The Regents of the University of Washington.

D. Proposal From: ______________________________________

PROPOSER'S OBLIGATIONS AND REPRESENTATIONS

A. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement for the Preparation of a Best and Final Design-Build Proposal with the University in the form included in the RFP to provide a responsive proposal as specified or indicated in the RFP Documents, under the terms and conditions of the Agreement.

B. This Proposal will remain subject to acceptance for 30 days after the day of Proposal opening. The Proposer will sign and deliver the required number of copies of the Agreement with any bonds and other documents required by the Instructions to Proposers within 15 days after the date of the University's notice to the Proposer.

C. In submitting this Proposal, the Proposer represents and agrees, as more fully set forth in the Agreement, that:

0. The Proposer has examined and carefully studied the RFP Documents.
    - Addendum No. _____, dated ______________.
    - Addendum No. _____, dated ______________.
    - Addendum No. _____, dated ______________.

0. The Proposer has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the work.

0. The Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

0. The Proposer has carefully studied the Information Furnished by Owner, including all data relating to existing surface and subsurface conditions and structures which has been identified or made available by Owner.

0. The Proposer is aware of the general nature of the work (if any) to be performed by the University and others at the site that relates to the work for which this Proposal is submitted.

0. The Proposer has correlated the information known to the Proposers, information and observations obtained from visits to the site, reports and drawings identified in the RFP Documents, and all additional examinations, investigations, explorations, tests, studies, and data furnished by the Owner or referenced in the RFP Documents.
0. The Proposer has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the RFP Documents and the written resolution thereof by the Owner is acceptable to the Proposer, and the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.

0. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

CONTRACT PRICE (Initial Proposal only):
In the opinion of the Proposer, and subject to the opportunity to prepare a Best and Final Design-Build Proposal, the design and construction of the Project, including site improvements and the minimum number of parking stalls, can be accomplished for the Lump Sum Contract Price of: $12,667,000.00, excluding applicable Washington State and local sales taxes.

CONTRACT TIMES (Initial Proposal only):
In the opinion of the Proposer, and subject to the opportunity to prepare a Best and Final Design-Build Proposal, the design and construction of the Project, including site improvements, and the minimum number of parking stalls, can be substantially complete within the Stipulated Contract Time of 714 calendar days.

EXHIBITS: (See 00200 Instructions to Proposers, Submittal Requirements, A. Initial Proposals)
A. Initial Proposal Notebook (25 copies).
B. Appendix to Initial Proposal Notebook (25 copies):
   0. Contractor’s Qualification Statement (AIA Document A305)
   0. Architect-Engineer Qualifications (U.S. Govt. Form 330)
   0. Joint Venture Agreement (if applicable)
   0. Brochures (optional)

MISCELLANEOUS
A. Communications concerning this Proposal shall be directed to the address, phone number, and facsimile number of the Proposer indicated below.
B. The terms used in this Proposal which are defined in the Conditions of the Contract have the meanings assigned to them in the Contract Documents. Terms defined in the Instructions to Proposers are used with the same meanings in this Proposal.
Request for Design-Build Proposals
Educational Outreach Building, Project No. 10623
Capital Projects Office, University of Washington
September 24, 2004

SUBMITTED BY:
A. By: _____________________________________________________________(SEAL)
   (Firm Name)

B. Signature: ______________________________________________________

C. _________________________________________________________________
   (Typed or Printed Partner or Officer’s Name)

D. Title: ____________________________________________________________

E. Address: _________________________________________________________
   _________________________________________________________________
   _________________________________________________________________

F. Phone No.: Facsimile No.: __________________________________________

G. State of Incorporation: _____________________________________________

H. State Contractor License Number / Name: ______________________________
   _________________________________________________________________

I. Architect-of-Record License Number / Name: ____________________________
   _________________________________________________________________

J. Submitted on ____________________________ (Proposer to enter date of signature)

END OF INITIAL PROPOSAL FORM
BEST AND FINAL PROPOSAL FORM

PROJECT IDENTIFICATION

A. Project Identification: Educational Outreach Building located at the University of Washington, Seattle, Washington, Project No. 10632, consisting of an approximately five-story administrative office building, a basement level parking garage and the building's site, for terms and conditions specified in the RFP.


C. Proposal To: The Regents of the University of Washington.

D. Proposal From: ____________________________.

PROPOSER’S OBLIGATIONS AND REPRESENTATIONS

A. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the University on the forms included in the RFP for the design and construction of the Project, as specified or indicated in the RFP Documents and as further described in this Proposal, under the terms and conditions of the Agreement.

B. The Proposal will constitute one of the Contract Documents, except for provisions that contradict the requirements of the RFP and that are not specifically accepted by the Owner by means of written Addendum prior to execution of the Agreement.

C. This Proposal will remain subject to acceptance for 60 days after the deadline for receipt of Best and Final Proposals. The Proposer will sign and deliver the required number of copies of the Agreement with any bonds and other documents required by the Instructions to Proposers, within 15 days after the date of the Owner’s Notice of Award.

D. In submitting this Proposal, the Proposer represents and agrees, as more fully set forth in the Agreement, that:

1. The Proposer has examined and carefully studied the RFP, including:
   a. Addendum No. _____, dated ____________.
   b. Addendum No. _____, dated ____________.
   c. Addendum No. _____, dated ____________.
   d. Addendum No. _____, dated ____________.
   e. Addendum No. _____, dated ____________.
   f. Addendum No. _____, dated ____________.

2. The Proposer has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the work.

3. The Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

4. The Proposer has carefully studied all data relating to existing surface and subsurface conditions and structures which has been identified or made furnished by the Owner.

5. The Proposer is aware of the general nature of the work (if any) to be performed by the Owner and others at the site that relates to the work for which this Proposal is submitted.

6. The Proposer has correlated the Information Provided by Owner, including information known to the Proposers, information and observations obtained from visits to the site, reports and drawings identified in the RFP Documents, and all additional examinations, investigations, explorations, tests, studies, and data furnished by the Owner or referenced in the RFP Documents.
7. The Proposer has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the RFP and the written resolution thereof by the Owner is acceptable to the Proposer, and the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.

8. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

9. Except as modified or supplemented herein or in the attached Exhibits, the Proposer’s Initial Proposal is included in and made a part of this Best and Final Design-Build Proposal.

CONTRACT PRICE -- THE PROPOSER WILL COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THE FOLLOWING PRICE(S):

Lump Sum Contract Price of ________________________________ ($ _______________ )
excluding Washington State and local sales tax, for the design and construction of the Project, subject to the terms and conditions of the Agreement Between Owner and Design-Builder – Lump Sum, which sum is not more than the MADCC specified in RFP Chapter 00005 – Project Information.

CONTRACT TIME -- THE PROPOSER AGREES THAT THE WORK WILL BE:

A. Substantially Completion the Project in accordance with the Agreement within: **Seven Hundred Fourteen (714) calendar days from the date of the Notice to Proceed (NTP).**

B. Intermediate Milestones: (Proposer to enter number of weeks after NTP)
   1. Schematic Design: ____ weeks after NTP
   2. Design Development: ____ weeks after NTP
   3. Construction Documents for first construction "package": ____ weeks after NTP.
   4. Construction Documents for final construction "package": ____ weeks after NTP.

EXHIBITS - THE FOLLOWING DOCUMENTS ARE ATTACHED TO AND MADE A CONDITION OF THIS PROPOSAL: (See Chapter 00200 – Instructions to Proposers, Submittal Requirements, B. Best and Final Design-Build Proposals.)

A. Best and Final Design-Build Proposal Notebooks (25).
B. Design Display Boards (6).
C. Architectural/Civil/Landscape Schematic Design and Engineering Concept Documents (3 sets).
D. Compact Disk copy of complete Best and Final Design-Build Proposal (1 disk).

MISCELLANEOUS

A. Communications concerning this Proposal shall be directed to the address, phone number, and facsimile number of the Proposer indicated below.

B. The terms used in this Proposal which are defined in the Conditions of the Contract have the meanings assigned to them in the Contract Documents. Terms defined in the Instructions to Proposers are used with the same meanings in this Proposal.
Request for Design-Build Proposals
Educational Outreach Building, Project No. 10623
Capital Projects Office, University of Washington
September 24, 2004

SUBMITTED BY (PROPOSER TO FILL IN ALL BLANKS):

A. By: ____________________________________________(SEAL) (Firm Name)

B. Signature: __________________________________________

C. __________________________________________ (Typed or Printed Partner or Officer's Name)

D. Title: __________________________________________

E. Address: __________________________________________

G. Phone No.: ______________________ Facsimile No.: ______________________

H. State of Incorporation: ____________________________

I. State Contractor License Number / Name: ____________________________

J. Architect-of-Record License Number / Name: ____________________________

K. Submitted on ____________________________ (Proposer to enter date of signature)

END OF BEST AND FINAL DESIGN-BUILD PROPOSAL FORM

END OF CHAPTER 00400
CHAPTER 00450

RFP ADDENDA

A. Addenda to the Request for Design-Build Proposals (RFP), when and if issued by the University, will be included as sub-sections of this Chapter.

END OF CHAPTER 00450