

**REQUEST FOR FINAL PROPOSALS for GC/CM SERVICES  
(RFFP)  
Issued to Proposers on Short List**

**1. GENERAL**

The following is provided as a supplement to the original Request for Proposals (RFP) to assist Proposers on the Short List in submitting their Final Proposal, which consists of the Outreach Plan and bid.

**2. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

**2.1** In submitting its Final Proposal, Proposer acknowledges that it will provide, for the duration of the project, the full complement of staff designated, including the specific persons identified, in its written response to the RFP.

**2.2** Proposer acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself to the general and local conditions which can affect the Work or its cost.

**2.3** Proposer acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of these Contract Documents.

**2.4** Proposer acknowledges that drawings made a part of this Request for Final Proposals are for information only, and shall not be used for construction.

**2.5** Proposer acknowledges that adjoining areas will be conducting normal operations during the work. Proposer should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the work be coordinated with ongoing operations.

**2.6** Proposer acknowledges that its bid is based upon a schedule and assumptions which incorporate the conditions set forth above, and in the Contract Documents as defined in the GC/CM Contract attached hereto. All components of the Contract Documents, whether attached hereto or referenced only, are incorporated by reference and hereby made a part of this RFFP.

**2.7** Owner assumes no responsibility for any conclusions or interpretations made by Proposer based on the information made available by Owner. Should a Proposer find discrepancies or omissions in the drawings or specifications, or should Proposer be in doubt as to their meaning, Proposer shall at once notify the Owner. If appropriate, Owner will send written instructions to all short-listed Proposers by addenda. Questions received less than seven calendar days before the time for submission of Final Proposals and bids may not be answered. All addenda issued shall be incorporated into these Contract Documents.

**3. PREPARATION OF BIDS**

**3.1** Each Proposer is required to submit bid amounts on the Final Proposal Form included in this RFFP. The first amount shall be for the "Percent Fee," and the other amounts shall be for the "Specified General Conditions Work," which includes the cost of implementation of the proposed Outreach Plan. The terms "Percent Fee" and "Specified General Conditions Work" are defined in the GC/CM Contract included in this RFFP.

**3.2** Proposer shall comply with the following instructions in preparing its Final Proposal and bid.

**3.2.1** State the Percent Fee as a percentage, and multiply it by the estimate of the Maximum Allowable Construction Cost (MACC) stated on the Final Proposal Form to determine a single dollar amount for the Percent Fee. The dollar amount for the Percent Fee will be added to the total dollar amount for the Specified General Conditions Work to determine a single amount, which shall be the Proposer's Total Bid.

**3.2.2** In completing the Final Proposal Form, the Proposer must enter a percentage for the Percent Fee and a dollar amount for both the Percent Fee and the Specified General Conditions Work. No other entries, modifications, or qualifications shall be made to the bid. Failure to comply in full with these requirements shall be grounds for a Final Proposal being declared nonresponsive. The Owner reserves the right to reject any or all Final Proposals and to waive as an informality any non-material irregularities in the Final Proposals Forms received.

**3.2.3** The Proposer's business name, address, other contact information, Contractor's Registration Number, UBI Number, and Employment Security Department number of the Proposer shall be typed or printed on the Final Proposal Form in the space provided.

**3.2.4** Final Proposals must be (1) submitted on the Final Proposal Form furnished by Owner or a copy of this form, and (2) manually signed in ink by an authorized representative of the Proposer. The person signing the Final Proposal Form must initial each page.

**3.2.5** Proposers shall submit bids in the format provided on the Final Proposal Form. Only the amounts and information required on the Final Proposal Form furnished by the Owner will be considered as the Final Proposal. All blank spaces must be filled in.

**3.2.6** Receipt of all addenda must be acknowledged by identifying the addendum number in the space provided in the Final Proposal Form.

#### **4. PREPARATION OF OUTREACH PLAN**

The Outreach Plan for inclusion of small business entities (sbe), disadvantaged business enterprises (dbe), and state-certified and non-certified minority business enterprises (MBE), women's business enterprises (WBE), and minority women's business enterprises (MWBE) shall fully describe the proactive strategies, resource commitments, and specific steps the Proposer will take to effectively reach out to sbe/dbe/MBE/WBE/MWBE in support of the Owner's commitment to business equity.

#### **5. TAXES**

The proposal shall include all taxes imposed by law except Washington State Sales Tax upon Work that is to be made a permanent part of the Project. Retail sales tax upon sales and rentals to the Contractor of tools, equipment, and material primarily for use by the Contractor, including but not limited to, sales and rentals of same required under Section 01 50 00 of the Contract Documents, rather than for resale as a component part of the finished structure, shall be included in the proposal.

## **6. SUBMISSION AND WITHDRAWAL OF BIDS**

**6.1** The Outreach Plan and the Final Proposal Form shall be submitted in separate sealed envelopes or packages at the University of Washington, Capital Planning and Development, University Facilities Building, top floor, Seattle, WA 98195. The mailing address of the office is Capital Planning and Development, University of Washington, University Facilities Building, Box 352205, Seattle, WA 98195-2205. The envelopes shall each be (1) addressed to the University of Washington and (2) show the project name, submittal deadline date and time, and the name and address of the Proposer.

The Outreach Plan shall be submitted up to 3:00 pm on \_\_\_\_\_.

The Final Proposal Form shall be submitted up to 3:00 pm on \_\_\_\_\_.

**6.2** Receipt of Final Proposals and proposal modifications by facsimile, e-mail, telephone, or orally will not be considered.

**6.3** A Proposer may withdraw its Final Proposal by submitting a written request to the address noted in paragraph 6.1 above before the proposal submittal deadline. Owner will return the Final Proposal unopened after a Contractor has been selected for MACC negotiations by the Owner.

## **7. LATE SUBMISSIONS**

**7.1** Any Outreach Plan or Final Proposal Form, proposal modification, or request to withdraw a Final Proposal that is received after the deadline set forth herein will not be considered.

**7.2** The only acceptable evidence to establish the time of receipt at the office designated in this RFFP is the time/date stamped or printed by Owner on the bid envelope or package or other documentary evidence of receipt maintained by Owner.

## **8. BUSINESS EQUITY GOAL**

Prior to the execution of the GC/CM Contract, the Owner and the selected Contractor shall agree on an aspirational goal of combined sbe/dbe/MBE/WBE/MWBE participation for this project. In meeting that goal, which is stated in Article 7.9 of the GC/CM Contract, the selected Contractor shall comply with the requirements of Section 10.10 of the General Conditions for GC/CM Projects at the University of Washington.

## **9. APPRENTICESHIP UTILIZATION REQUIREMENTS**

Mandatory apprentice utilization of at least fifteen percent (15%) of the total labor hours worked on the Contract is required. Apprentices must be registered as apprentices with the State Apprenticeship and Training Council. Contractor shall comply with the requirements of the Contract Documents related to apprenticeship. Proposers may contact the Department of Labor & Industries, Apprenticeship Program at 360-902-5320 to obtain information on apprenticeship programs.

## **10. FINAL SELECTION**

Final selection of a Contractor for MACC negotiations will be made consistent with the requirements set forth in the Request for Proposals.

## **11. PRECONSTRUCTION SERVICES – WORK PLAN AND AGREEMENT**

Within seven (7) days of notification of its selection for MACC negotiations, Contractor shall meet with Owner to begin development of a Preconstruction Work Plan (Work Plan) using the form available online at <http://cpo.uw.edu/business/boilerplate/gccm>. The Work Plan shall include a description of the services to be performed by the Contractor and shall support the Key Principles and Approaches described in Section 4.0 of the RFP.

The Work Plan shall include a schedule of the activities included in the scope of work for Preconstruction Services, the anticipated number of hours needed to complete each activity, and the name(s) of the individuals that will be used to complete each task and an hourly rate for each individual the Contractor intends to use to accomplish the tasks assigned. The hourly rates multiplied by the number of hours needed to complete all tasks shall, unless adjusted pursuant to mutual agreement of the Owner and Contractor, and applicable mark-up fees, constitute the total compensation for Preconstruction Services.

If the Work Plan is not satisfactory the Owner will advise the Contractor of the shortcomings in the Work Plan. The Contractor will not be entitled to any compensation under this paragraph until a Work Plan, satisfactory to the Owner, is provided and an Agreement for Preconstruction Work is executed. Failure to submit a Work Plan within twenty-one (21) calendar days of the Owner/Contractor initial Work Plan development meeting, that is acceptable to and approved by the Owner, may result in the Owner canceling the Contractor's selection. The Owner may then, at its discretion, begin discussions with the next highest scoring Proposer.

Subject to approval of the Work Plan by the Owner, the Contractor shall immediately execute the Agreement for Preconstruction Services, as included in this RFFP, which shall be solely for the performance and payment of Preconstruction Services, and the Contractor shall submit the completed Work Plan as Attachment A to the Agreement for Preconstruction Services.

## **12. MACC NEGOTIATIONS AND GC/CM CONTRACT**

At the time a MACC, or a mini-MACC, as the case may be, is successfully negotiated, the parties will sign the GC/CM Contract, which contract will supersede and incorporate all of the terms of the Agreement for Preconstruction Services into the GC/CM Contract, thereby merging the two agreements.

Should the Contractor and Owner not agree on a MACC the Owner may cancel the negotiations and begin negotiations with the next highest scoring Proposer. Should the Owner choose to cancel the negotiations upon failure to agree upon a MACC, such cancellation will be effective upon receipt of written notification by the Contractor. Contractor shall not be reimbursed for the MACC negotiations; however, the Contractor will be paid in accordance with the Agreement for Preconstruction Services, for any preconstruction work performed prior to the date the MACC negotiations are cancelled. Contractor shall not be entitled to any other compensation, damages, loss of profits, or payment of any kind.

## **13. BID AMOUNTS**

**13.1** After the Final Proposal Forms have been opened and the bid amounts read, the calculation of the Percent Fee bid amount will be checked for correctness. A discrepancy between the Percent Fee percentage and the Percent Fee bid amount shall be resolved by accepting the Percent Fee percentage as correct and making any necessary adjustment in the Percent Fee bid amount. The Owner shall mathematically correct, where necessary, the summation of the Total Bid amount.

**13.2** The Proposer's Total Bid amount as included on the Final Proposal Form shall be valid until execution of the GC/CM Contract between the Owner and the selected contractor, and the Total Bid amount shall be included as part of the Total Contract Cost.

**14. COMPARABLE PERCENT DISADVANTAGE FOR NON-RESIDENT CONTRACTORS**

In accordance with RCW 39.04.380, for a public works bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that non-resident contractor. The CPD is the percent advantage provided by the non-resident contractor's home state. For the purpose of determining the successful bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total bid and all accepted alternate bid items, if any. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington state contractor bid amounts.

See example below:

EXAMPLE: Alaska Nonresident Contractor Total Bid Amount	\$100,000
Multiplied by the Alaska CPD	
x 0.05	
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Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	+ 5,000
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Nonresident Disadvantage Total	\$105,000

If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska nonresident contractor will be named the low bidder for purposes of proposal evaluation.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the Washington bidder will be named the low bidder for purposes of proposal evaluation.

**END OF SECTION**