



Request for Qualifications Student Development and Success Center

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 Proposer represents that it has carefully read the terms and conditions of this RFQ and all attachments and addenda and agrees to be bound by them. 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:

Western Washington
University 516 High Street,
MS 9122
Bellingham, WA 98225-9122

PROJECT:

Student Development and Success Center
Western Washington University

OWNER CONTACT PERSON:

Chris Mead
Facilities Development & Operations
516 High Street, MS 9122
Western Washington University
Bellingham, WA 98225-9122

SOQ DUE DATE AND TIME

Proposer’s SOQ shall be submitted no later than:

3:00 PM local time, January 30th, 2024

All SOQs must be submitted pursuant to the instructions below. It is the Proposer’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.

Project Information Meeting is scheduled for January 5th, 2024 at 2:00 PM. The meeting will be conducted remotely and the information will be on the website.

SECTION 1 OWNER DESCRIPTION

1.1. **General**

Western Washington University is one of six state-funded, four-year institutions of higher education. The University is located in Bellingham, a city of approximately 87,500, situated in the northwest corner of Washington State. The University is 90 miles north of Seattle, 55 miles south of Vancouver, B.C., and an hour's drive from the ski area on 10,778-foot Mount Baker. Western maintains over 60 permanent buildings on a 212-acre campus that sits along Sehome Hill overlooking Bellingham Bay and many of Salish Sea's San Juan Islands. Among other properties, Western Washington University includes an additional 88 acres of off-campus laboratory and classroom facilities at Shannon Point Marine Center in Anacortes, Washington, and a 9.8-acre student-owned facility at nearby Lake Whatcom.

Since its founding in 1893, Western has grown into a comprehensive university with nearly 16,000 full and part-time students, making it the third largest institution of higher education in the state. The University is large enough to offer a wide range of high-quality programs and small enough to focus its resources on individual students. Faculty, students, and staff work closely together in a uniquely attractive setting to pursue a university education and build career skills on the sound foundation of the arts, humanities, sciences and professional studies.

Western Washington University – *Make Waves*. For further information about the campus in general, visit the Western Washington University website at: <http://www.wwu.edu/>.

In accordance with RCW 39.10, et seq., Western Washington University (WWU) will utilize a progressive design-build approach for the procurement and delivery of the project, meaning that the Design-Builder will be selected primarily on the basis of qualifications. This approach does not require design or a complete project price proposal during the selection process. The selected Design-Builder will work collaboratively with WWU in the complete development and delivery of the project.

WWU fully embraces the principle of collaboration and integrated project delivery that emphasize a cooperative approach to problem solving. Toward that end, WWU expects the design-build team, as part of the project team, to deliver this project by having a culture of open and honest communication in a collaborative environment where the project team contributes its best efforts for the benefit of the project as a whole.

1.2. **Funding/Authority**

WWU obtained authority to use the design-build delivery method from the Washington State Capital Projects Advisory Review Board Project Review Committee on November 30, 2023.

The estimated Design-Build contract value is \$36,900,000.00

1.3. **Procurement Website**

<https://fdo.wwu.edu/request-qualifications-rfq>

SECTION 2 OVERVIEW OF PROJECT

2.1. General Description of the Project

As more fully set forth in Exhibit A, the Student Development and Success Center Pre-Design dated July 2022, the University envisions a welcoming beacon located at the south end of the academic core of campus to recruit and support students who have obstacles that may deter them from accessing and succeeding in higher education. Many students come from marginalized and disenfranchised groups, including: first-generation students, students of color, students with disabilities, students managing significant and complex mental health needs, students identifying as LGBTQ+, students who are undocumented, students struggling with food insecurity and homelessness, student-parents, or students managing multiple of these identities in an environment that may not be prepared to support them fully.

The Student Development and Success Center will co-locate the Admissions Welcome Center with key student services so that students will have ready access to services that will help them achieve their goals. Critical student services that are essential to addressing student's challenges are currently spread out in the Old Main building and hindered by their remote location, poor visibility, and lack of equitable access. Old Main is not conveniently located, physically accessible, or culturally welcoming or inviting. In contrast, the new Student Development and Success Center will be an accessible and welcoming facility that consolidates essential student support services.

The University envisions a new facility that will co-locate a new Welcome Center with Admissions, New Student Service/Family Outreach, Academic Advising, Career Services, Student Outreach, and Counseling and Wellness Center, in one collaborative facility.

The Pre-Design set out in Exhibit A is based on a larger budget than what is currently in the budget. The University will require assistance from the Design-Build Team to work with the various stakeholder groups anticipated to occupy the building and determine the appropriate and necessary amount of space for each stakeholder. In addition, the University is looking for unique, memorable design features that are clearly identifiable as the Western Washington University campus and that incorporate the University's culture.

The facility will also have flexible space where complementary student services not based in the ADSC (such as Registrar, Financial Aid, Student Employment, Scholarships, and Disability Services) can offer more direct student-facing interaction, efficiently providing a comprehensive spectrum of services without relocating entire departments. The spaces will efficiently utilize capital resources by leveraging hybrid work patterns and collaboration technologies to find new and efficient ways to allocate and use space. In addition, the building will house a Social Justice Center, Commuter Resource Center, as well as a café that will entice foot traffic and encourage the use of collaborative/study space during many hours of the day.

The facility will also serve as a visible representation of Western's commitment to high-performance sustainable design and construction that will align with the Okanagan Charter, be carbon neutral and net-zero energy in accordance with the State Efficiency and Environmental Performance (SEEP) Executive Order.

The facility will present construction challenges based on its location in the heart of south campus, including a tightly constricted site surrounded by a busy campus with existing structures, utilities, and pedestrian walkways. Laydown space will be minimal, and all phases of construction will require careful planning and close coordination with multiple campus stakeholders.

2.2. **Project Goals**

The Owner has established the following Project Goals:

- 2.2.1. **Provide a Welcoming Gateway to the University.** The SCSC will be physically, culturally, and accessible to all students and provide a space to highlight Western's culture while promoting diversity and inclusivity, particularly for marginalized or disenfranchised populations. The design will incorporate unique, memorable vistas that are clearly identifiable as the Western Washington University campus.
- 2.2.2. **Visible, Integrated Spectrum of Student Services:** The building will provide access to multiple student services that are critical to retention and success of the students while providing vibrant student collaboration spaces and imbedded health and wellness promoting features.
- 2.2.3. **Holistically Sustainable Design and Construction.** The project will promote Western's adoption of the Okanagan Charter and further Western's sustainability objectives by achieving Living Future Challenge Zero Energy Certification™ and Zero Carbon Certification™.
- 2.2.4. **Efficient, Flexible Space.** The Design-Build Team will outreach to Stakeholders to obtain their input and create a design such that the SDSC results in an effective and efficient use of capital resources that leverage hybrid work patterns and collaboration technologies to efficiently allocate and use space and meet the needs of the Stakeholder, including hoteling space that will support student services with offices located elsewhere on campus.
- 2.2.5. **Execute a Successful, Collaborative Progressive Design-Build (PDB) Process to Produce the Envisioned Project within a Firm Budget:** The Design-Build team will develop and promote a collaborative relationship with the Owner and its stakeholders to exceed the Project Goals, provide full transparency to the development of the project costs and schedule, and leverage the efficiencies of the PDB process to maximize scope and programming within the established budget. The University expects the design and construction members of the Design-Build team to integrate early in the project and for the Design-Builder to maintain consistent Key Team Members throughout the project.

2.3. **Form of Agreement**

- 2.3.1. The Design-Build Team will work collaboratively with the Owner to establish a project scope, Basis of Design Documents, and Guaranteed Maximum Price. The Design-Build Agreement will be a modified version of the DBIA Form 530, Standard Form of Agreement Between Design-Builder and Owner with a modified version of the DBIA Form 535 General Conditions of Agreement. The Design-Build Agreement and General Conditions are attached as Exhibit D to this RFQ.

2.4. **Reasons for Using the Design-Build Procedure**

- 2.4.1. The Owner has received permission from the Capital Projects Advisory Review Board Project Review Committee to use the Design-Build Procedure set forth in RCW 39.10. This project will be delivered using progressive design-build. With progressive design-build, the entire Design-Build Team is integrated with the Owner at the earliest possible time, creating natural efficiencies with respect to the ability for the development of a design that maximizes the University's budget but also to more fully incorporate the University's and stakeholder's input into the design at the earliest possible stage. In addition, the interaction between the University and the Design-Build Team before substantial prescriptive

specifications are identified allow for maximum innovation by the Design-Build Team to better achieve the University's Project Goals.

2.4.2. Studies have shown that design-build provides time savings, and progressive design-build maximizes on the savings in the delivery method. Progressive design-build is also the fastest delivery method. Progressive design-build allows the Owner and its stakeholders to collaborate with the design-builder at the outset to customize the space and programming to the Owner's needs and to maximize the Owner's limited budget. Western has also experienced that disadvantaged business participation can be greater with the PDB delivery method.

2.5. **Guaranteed Maximum Price/Project Budget**

The Guaranteed Maximum Price for this Project will be Thirty Six Million, Nine Hundred Thousand dollars (\$36,900,000), not including tax. The Design-Build team will design the project so that it fits within the established GMP.

2.6. **Project Procurement Schedule**

The following is the Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via addenda issued prior to the date set forth below.

Date	Activity
December 15, 2023	Issue RFQ
January 5, 2024	Project Information Meeting
January 9, 2024	Last Date to Submit Questions Regarding the RFQ
January 19, 2024	Last Date to Issue Owner Addenda
January 30, 2024	SOQ Due Date
February 8, 2024	Notification of Finalists
February 9, 2024	Issue RFP
February 22, 2024	Last Date to Submit Proposed Changes to the Contract
February 28, 2024	Mandatory Site Walk-Through for Finalists
February 29, 2024	Confidential Individual Meetings
March 4, 2024	Last Date to Issue Owner Addenda
March 13, 2024	Technical Proposal Due Date
	Interviews with Finalists (optional)
March 21, 2024	Notification of Highest Scored Finalist

2.7. **Definitions**

2.7.1. **Business Day:** any day on which the Owner is open for regularly conducted business.

2.7.2. **Confidential Individual Meetings:** The confidential meeting(s) conducted individually between the Owner and each Finalist 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.

2.7.3. **Design-Builder:** The entity with the prime design-build contract with the Owner.

2.7.4. **Design-Build Team Member:** All entities listed by the Design-Builder as providing services or construction on the project. Besides the team members listed in this RFQ to list on the Design-Builder team, 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".

- 2.7.5. **Disadvantaged Business Enterprise:** Any business entity certified with the Washington State Office of Minority and Women's Business Enterprises under chapter 39.19 RCW.
- 2.7.6. **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.
- 2.7.7. **Procurement:** The Owner's process for selecting a Design-Build Team for this Project.
- 2.7.8. **Procurement Documents:** All documents issued by the Owner in connection with the Procurement or Project.
- 2.7.9. **Projects of Similar Scope and Complexity:** Projects that had completion dates within the last five (5) 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 educational facilities that include obtaining input from stakeholders for the purpose of incorporating many different departments into a cohesive and efficient space;
 - b. Projects for educational institutions that support student success and learning;
 - c. Projects that have restricted site access and include coordination of construction traffic and pedestrian access through a busy campus of buildings;
 - d. Projects that achieved high sustainability goals such as Living Future Challenge Zero Energy Certification™ and Zero Carbon Certification™, and that incorporate innovative sustainability materials and systems that promote health and wellness in alignment with the Okanagan Charter;
 - e. 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; and
 - f. Projects where the Design-Builder was selected prior to the establishment of the scope, schedule and GMP where the Design-Builder collaborated with the Owner to transparently develop the final scope, schedule, and GMP.
- 2.7.10. **RFP:** The Owner's Request for Proposals, which will be issued to those Finalists who are selected to proceed to the next phase of this Procurement.
- 2.7.11. **Small Business Entity:** A small business as defined in RCW 39.26.010 as a Washington state business, including a sole proprietorship, corporation, partnership, or other legal entity that:
- a. Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - i. Fifty or fewer employees; or
 - ii. A gross revenue of less than seven million dollars annually as reported on its federal income tax return, or its return filed with the Washington State Department of Revenue over the previous three consecutive years; or
 - b. Is certified with the Washington State Office of Minority and Women's Business Enterprises under Chapter 39.19 RCW.

2.8. **Acknowledgements**

The University would acknowledge that the Western Washington University campus is the ancestral homelands of the Coast Salish Peoples, who have lived in the Salish Sea basin, throughout the San Juan Islands and the North Cascades watershed, from time immemorial. We express our deepest respect and gratitude for our Indigenous neighbors, the Lummi Nation and Nooksack Tribe, for their enduring care and protection of our shared lands and waterways.

SECTION 3 PROCUREMENT PROCESS

3.1. **General Information**

3.1.1. **Compliance with Legal Requirements**

This Procurement will be conducted in accordance with RCW 39.10.330 and all applicable federal, state, and local laws, and Owner policies and procedures.

3.1.2. **Conflict of Interest and Communications with the Owner**

The Owner may make a written determination to waive a potential conflict of interest if the following apply:

- a. 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 Proposers or evaluation criteria, or
 - i. Where all documents and reports delivered to the Owner by the Consultant are made available to all Proposers.
 - ii. Proposers 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 regular mail only and directed to the following Owner’s Representative, Chris Mead.
- b. 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 Proposer or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, scoring, and/or selection of Finalists may be the cause for Owner to disqualify the Proposer 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 Proposer or Team Member.
- c. Following the Owner’s approval of the Finalists, 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 Proposer 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 Owner prior to the commencement of such activities.

3.1.3. **Expenses of Proposer and Payment of Honorarium**

With the exception of the payment of the Honorarium as noted below, the Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Proposer 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 Proposer 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 an Honorarium in the amount of Ten Thousand Dollars (\$10,000) to the responsible Finalists submitting responsive Proposals to the RFP that remain in competition until the point of Contract award but who are not awarded the Design-Build Contract.

At the University's option, upon payment of an additional amount of Five Thousand Dollars \$5,000.00, shortlisted Finalists will transfer all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the shortlisted Finalists' Proposal that consists of architectural, engineering and other design elements, specifications, ideas and concepts that are unique to the Project ("Project Preliminary Design"). The Owner and shortlisted Finalist shall enter into an Agreement transferring the ownership set forth in this paragraph, and in that Agreement, shall specifically designate those portions of the Proposal for which ownership in the Proposal shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Project Preliminary Design without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Project Preliminary Design.

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. Proposers recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Proposer may suffer from the 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 Proposers may be required to legally 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. Proposers must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. The Proposers may be required to ask a superior court of appropriate jurisdiction to prevent the inspection or release of records. All costs incurred by Proposers associated with any public records request are the responsibility of the Proposers.

3.1.5. **Protest Procedures**

The protest procedures applicable to the Procurement are set forth in Exhibit B to this RFQ.

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 Proposer 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 a Proposer, require additional information from a Proposer 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 Proposers;
- g. To contact references that are not listed in the Proposer's SOQs and investigate statements on the SOQs and/or qualification of the Proposer and any firms or individuals identified in the SOQ;
- h. 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;
- i. To utilize information from any source, including but not limited to references and individuals who are not identified by the Proposer and/or Finalist, information available to the Evaluation Committee, and information from Confidential Individual Meetings to evaluate Proposers and Finalists; 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 closeout the Project. The issuance of this RFQ is the first phase of the Procurement process. Proposers 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 SOQ or other deliverables that are submitted after the time set forth in the RFQ. Proposers are solely responsible for making sure that the Owner receives the SOQ in a timely fashion.
- b. The Owner will establish an evaluation committee and evaluate the information submitted by each Proposer to 1) determine whether the Proposer meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Proposer pursuant to the evaluation system described below. Any Proposer 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.
- c. 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. In addition to what is listed below, the evaluation committee will evaluate the strengths and weaknesses of each of the SOQs with respect to a) the Proposer's likelihood that it will help the University achieve its Project Goals and b) in comparison with other SOQs submitted in the procurement.

- d. Not more than four responsive and responsible firms will be selected as Finalists. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- e. The results of the SOQ evaluations will be carried forward and included in the final evaluation and selection.
- f. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once shortlisted, neither the Proposer nor 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 without written consent from the Owner. Any change to a submitted Team Member or Key Team Member will result in re-evaluation of the Proposer and may result in a change to the evaluation and scoring of the Proposer.

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

- a. The Owner will issue the RFP to the shortlisted Finalists. The RFP will further explain the evaluation criteria, Confidential Individual 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 mandatory site walk for the Finalists. The Owner will provide video and photographs of the site as well.
- d. The Owner will conduct Confidential Individual Meetings with each Finalist. The first Confidential Individual Meeting will be an Interactive Meeting that will occur prior to the submission of the Proposals and will allow the Owner to evaluate the Finalists' ability to collaborate with the Owner's team and to allow the Finalists to ask the Owner questions regarding the Project and the Owner's goals and concerns. The second Confidential Individual Meeting is optional and, if WWU determines it is necessary, will be an Interview after the submission of the Proposals and will allow the Owner to ask questions regarding the Design-Build Team's Proposal. The Confidential Individual Meetings will be further described in the RFP. All information from the Design-Build Teams provided in the Confidential Individual Meetings will remain confidential during the procurement process; however, see Section 3.1.4 with respect to the potential public disclosure of information provided during the procurement pursuant to any applicable public records act. The Confidential Individual Meetings will also provide an opportunity for direct interaction between the Finalist and the RFP Evaluation Committee.
- e. A Finalist may submit suggested proposed changes to the contract provisions no later than the date set forth in the Procurement Schedule. The Owner, at its sole discretion, may revise the RFP, the contract provisions and/or program documents and issue an addendum to all Finalists.

- f. Finalists will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
- g. The Price Proposal will be submitted in a separate .pdf document from the Technical Proposal and sent via separate digital submission, that is clearly marked as the Price 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 Proposers, seek written clarifications, and conduct discussions with Proposers on Proposals.
- j. The Owner will provide written notification to all Finalists of the selection decision and make a selection summary available to all Proposers at the conclusion of the Procurement.
- k. At the Owner's discretion, it will initiate negotiations with the Highest Scored Finalist. If the Owner is unable to execute a contract with the Highest Scored Finalist, negotiations with the Highest Scored Finalist may be suspended or terminated, and the Owner may proceed to negotiate with the next Highest Scored Finalist. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner's sole discretion. By submitting a Proposal pursuant to the RFP, the Proposer 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. **Price Proposal**

Finalists will submit a Price Proposal pursuant to the instructions set forth in the RFP. The portion of the Price Proposal for this Project that will be scored is anticipated to include the Design-Builder's overhead and profit costs. The University anticipates that it will also request, but not score, the proposed Validation Period Not to Exceed Amount, the proposed Phase 1 Not to Exceed Amount, and hourly rates for Key Team Personnel.

3.3.4. **Evaluation and Scoring of Proposers and Finalists**

In the evaluation and scoring of Proposers and Finalists, the Owner will consider the information submitted in the SOQ, the Technical and Price Proposal, Confidential Individual Meetings, and information from references and other sources. The result of the evaluation will be a comparative scoring of Proposers.

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

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

- i. The term "strength" ultimately represents a benefit to the Project and is expected to increase the Proposer's ability to meet or exceed the Project Goals. A minor strength has a slight positive

influence, and a significant strength has a considerable positive influence on the Proposer's ability to exceed the Project Goals.

- ii The term "weakness" detracts from the Proposer's ability to meet the Project Goals and may result in inefficient or ineffective performance. A minor weakness has a slight negative influence, and a significant weakness has a considerable negative influence on the Proposer's ability to exceed the Project Goals.
- b. **Excellent** (80-100 percent): The Evaluative Criteria demonstrates an approach that is considered to exceed the Project Goals and the RFQ or RFP requirements and provide a consistently outstanding level of quality. For the Evaluative Criteria to be considered Excellent, it must be determined to have significant strengths and/or a number of minor strengths and few, if any, appreciable weaknesses. The minimum allocation of points for Excellent is 80 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths will result in a higher percentage, up to a maximum of 100 percent. An Evaluative Criteria that is evaluated as Excellent is considered to present virtually no risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and would most likely exceed all Project Goals.
- c. **Good** (60-79 percent): The Evaluative Criteria demonstrates an approach that is considered to meet the RFQ or RFP requirements in a beneficial way (providing advantages, benefits, or added value to the Project) and offers quality. For the Evaluative Criteria to be considered Good, it must be determined to have strengths and no significant weaknesses. Minor weaknesses are offset by strengths. The minimum allocation of points for Good is 60 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weaknesses will result in a higher percentage, up to a maximum of 79 percent. There is little risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and would most likely meet all Project Goals.
- d. **Fair** (40-59 percent): The Evaluative Criteria demonstrates an approach that contains minor and/or significant weaknesses and limited appreciable strengths. The minimum allocation of points for Fair is 40 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 59 percent. There is some risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and meeting the Project Goals.
- e. **Deficient** (0-39 percent): The Evaluative Criteria demonstrates an approach that contains significant weaknesses and few or no appreciable strengths. The minimum allocation of points for Deficient is 0 percent. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 39 percent of the maximum points available for a given evaluation criterion. It is expected that the Proposer would not be able to deliver the Project to the Owner's satisfaction and meet the Project Goals. The Owner, at its sole discretion, may reject any Proposal deemed *Deficient* in fulfilling the requirements of the RFQ or RFP requirements.
- f. **Non-Responsive**: Does not meet the Minimum Qualifications required for

evaluation. In addition, the Owner, at its sole discretion, may reject any Evaluative Criteria deemed non-responsive to any of the requirements of the RFQ or RFP.

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

SOQ		Total SOQ Points: 110
	Team Organization	20 points
	Projects of Similar Scope and Complexity	20 points
	Sustainable Design and NetZero Experience	10 points
	Project Controls	30 points
	Successful Utilization of Small and Disadvantaged Businesses	10 points
	Stakeholder Engagement in Program Validation	20 points
Technical Proposal		Total Technical Proposal Points: 140
	Achieving Project Goals, Stakeholder Collaboration, and Project Vision	30 points
	GMP Development Plan	10 points
	Design Development and Management	30 points
	Construction Means and Methods	30 points
	Sustainability Plan	20 points
	Small Business/MWBE Enhancement and Inclusion Plans	20 points
Price Proposal		Total Price Proposal Points: 50
TOTAL		GRAND TOTAL Points: 300

SECTION 4 SOQ DOCUMENTATION REQUIREMENTS

4.1. Submittal Process

The University is requiring electronic submittals of the items listed below for this solicitation. Hard copy submittals will not be accepted. Submissions must be delivered through the University's eBuilder bid portal no later than 3:00 pm on the date in the schedule set forth in section 2.6 of the RFQ.

<https://app.e-builder.net/public/publicLanding.aspx?QS=035addb2d78e404c8510fad532094de7>

- .1 The electronic submittal shall include the solicitation number (PW776), the title of the document, and due date and time in the subject line. The Proposal shall be titled, "WWU PW776 Student Development and Success Center Statement of Qualifications"
- .2 Limit file size to 80MB.
- .3 The University will use the time stamp on the submittal upload to determine timeliness.

- .4 Proposers are responsible for ensuring timely delivery of submittals.
- .5 The University is not responsible for Proposer's technical difficulties in submitting electronically.
- .6 The Owner reserves the right not to evaluate late submittals.

4.1.1. If issues arise in accessing the RFQ documents or the submittal portal, please contact:

Chris Mead, Project Manager
Facilities Development & Operations
meadc7@wwu.edu
(360) 650-4005

Any addenda issued for this RFP will be published at the following website address:

<https://fdo.wwu.edu/request-qualifications-rfq>

4.1.2. Proposers are responsible for checking the website prior to submission of Proposals for any addenda. If you are unable to download the addenda, you may contact the individual noted above.

4.2. **SOQ Format Requirements**

The SOQs shall comply with the following format requirements:

- 4.2.1. SOQs shall be formatted in searchable .pdf format and shall include a searchable bookmark for each subsection of the submittal.
- 4.2.2. The body of the SOQ shall be organized in accordance with the Evaluation Criteria.
- 4.2.3. The body of the SOQ, when printed, shall be limited to a maximum of Twenty (20) pages. The **only** documentation that is **not** included in the page count is the following:
 - i. Letter of interest or cover letter.
 - ii. Statement of Proposer's Ability to Provide a Proposal Bond, or Performance and Payment Bond;
 - iii. Statement of Proposer's Ability to Meet the Owner's Insurance Requirements;
 - iv. Corporate Structure Questionnaires;
 - v. Identification of Projects Table;
 - vi. Resumes of Key Team Members;
 - vii. Divider tabs, provided that they contain no substantive content; and
 - viii. 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 reject SOQs that exceed the page limit or 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 (when printed) 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 the Identification of Projects Table, which may be presented in 8.5 x 14- inch format.
- d. The font shall for any portion of the submittal, including graphics, be no smaller than 10 point.

4.3. **SOQ Organization**

SOQs shall consist of the following parts:

4.3.1. Letter of Interest

4.3.2. Minimum Qualifications

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

4.3.3. Technical & Management Qualifications

- a. Team Organization
- b. Demonstrated History of Successful Projects Similar in Scope and Complexity
- c. Sustainable Design and NetZero Experience
- d. Project Controls
- e. Successful Utilization of Business Equity Enterprises, including Certified Disadvantaged Businesses

4.3.4. SOQ Attachments

- a. Resumes of Key Team Members
- b. Identification of Projects Table
- c. Corporate Structure Questionnaire(s)

SECTION 5 SOQ 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 Proposer 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 for the Project (if any) 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 Proposer's Ability to Provide Performance and Payment Bond (Pass/Fail)**

As a **mandatory minimum requirement**, the Proposer must have the ability to obtain a performance and payment bond in the amount equal to the value of the contract amount, subject to subsequent modifications to that amount, and sales tax. Proposer shall provide a letter signed by an authorized representative of Proposer's surety company (or agent) confirming that the Proposer can meet this minimum requirement. Any Proposer 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 current minimum A.M. Best rating of A-, Class VII or better. Letters indicating "unlimited" bonding capability are not acceptable.

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

As a **mandatory minimum requirement**, the Proposer must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Agreement and General Conditions (Exhibit D). Proposer shall provide a letter from Proposer's insurance company or broker indicating that the Proposer is capable of complying with the insurance requirements specified in Exhibit D or an ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above. Any Proposer 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 current minimum A.M. Best rating of A-, Class VII or better.

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 Proposer, Team Members, and individual Key Team Members. The Proposer is responsible for ensuring that contact information contained in their referenced project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on experience and expertise in performing substantive work on projects that are 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 Proposer, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work. Proposers should focus their discussions on how the projects noted in the SOQ are relevant to achieving the University's Project Goals for the Student Development and Success Center.

5.3.1. **Team Organization**

- a. The following Key Team Members shall be identified from the design-build team. Individuals identified may have multiple roles. Proposers should clearly identify the roles for the Key Team Members. The minimum number of years' experience is intended to be a guideline. The Owner reserves the right to award more points for Key Team Members with additional experience and to reduce points if the Key Team Member does not have the expected minimum number of years' experience.

- i. Corporate Executive dedicated to the project,

The Design-Builder's Corporate Executive has the authority to make the highest level decisions. The duties include, when necessary for the benefit of the Project, replacing Key Team Personnel, including the Project Manager; settling the most difficult disputes; and fostering a culture of partnering, integrity, and good faith among the leadership of all entities teamed with the Design-Builder.

- ii. Project Manager, The Project Manager shall be responsible for the overall design, construction, schedule, budget, quality management, and Contract Documents administration for the Project. The Project Manager should have a minimum of ten (10) years of experience managing Projects of Similar Size and Complexity to the Project.
 - iii. Design Manager, The Design Manager shall be responsible for ensuring that the overall Project design is completed, the design criteria are met, and the

design is managed and delivered to meet or exceed the Owner' Project Goals and Objectives and within the GMP. The Design Manager should have a minimum of ten (10) years of experience managing the design of Projects of Similar Size and Complexity to the Project.

- iv. Lead Design Architect, The Lead Design Architect will be the Designer of Record on the project and should have a minimum of 15 years' experience in a similar role on Projects of Similar Scope and Complexity. The Lead Design Architect will be responsible for the architectural vision for the project.
- v. Architectural Project Manager, The Architectural Project Manager will be responsible for managing the processes for the design team and should have a minimum of 8 years' experience in a similar role on Projects of Similar Scope and Complexity.
- vi. Lead Interior Designer. The Lead Interior Designer will be responsible for leading the effort to obtain input from Stakeholder groups and incorporating their needs into the Project. The Lead Interior Designer will also be responsible for designing the furniture for the Project. The Lead Interior Designer should have a minimum of 5 years' experience in a similar role on Projects of Similar Scope and Complexity.
- vii. Construction Project Manager, The Construction Project Manager is responsible to ensure the construction is managed and delivered in accordance with the Contract Documents requirements. The Construction Manager is also responsible for leading the Design-Builder's closeout of the project, including all testing and commissioning. The Construction Manager should have a minimum of ten years of experience managing Projects of Similar Size and Complexity to the Project, preferably with projects on a tight construction site.
- viii. Sustainability Lead, The Sustainability Lead will be responsible for guiding the project team on issues relating to achieving the University's sustainability goals for the project and will have substantial experience on Projects of Similar Scope and Complexity. Ideally, the Sustainability Lead will be knowledgeable of the certification required with respect to achieving Living Future Challenge Zero Energy Certification™ and Zero Carbon Certification™ and familiarity with the Okanagan charter and should have a minimum of 5 years' experience in a similar role.
- ix. Lead Cost Estimator, The Lead Cost Estimator shall be responsible for developing the cost estimates for the project using Target Value Design and continuous cost estimating, providing the owner with transparent cost information that will assist the owner in making decisions regarding the scope of the project and provide reliable cost information throughout the project. The Lead Estimator should have experience developing transparent estimates for cost reimbursable contracts on alternative delivery projects and should have a minimum of 8 years' experience in a similar role.
- x. Quality Control Manager, The Quality Control Manager will be responsible for the overall design and construction quality management plan and should have a minimum of 10 years' experience in a similar role. Teams with Quality Control teams will receive more points if the teams have a separate line of reporting outside the project team and are a consistent team throughout.
- xi. Safety Officer, The Safety Officer will be responsible for all safety on the project and have a minimum of 8 years experience in a similar role; and
- xii. Equity Manager The Equity Manager will be responsible for developing and implementing the inclusion plan for small and disadvantaged business entities

and should have 5 years' experience in a similar role.

The University anticipates that the Key Team Members will remain consistent throughout the project and not be replaced without the written consent of the Owner. No other consultants or trade contractors should be included in the proposal as these team members will be selected in consultation with WWU after the contract is awarded.

- b. Provide an organization chart for the Design-Build Team, including but not limited to the Key Team Members identified. Include in the organization chart the percentage of time that Key Team Members are estimated to be dedicated to the Project for each phase. Clearly identify the Key Team Member who will be responsible for leading the Design-Build Team and will be the prime contact with the Owner during each phase of the project. The organization chart should show reporting relationships and demonstrate that the Proposer has assembled a collaborative team.
- c. Provide a narrative describing the benefits of the team structure and the benefits that each Key Team Member provides to the Project. Explain how the Design-Build Team and Key Team Members will exceed the Project Goals. Describe the Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model. If the Team has not worked together, describe the efforts the Team has undertaken to create a collaborative teaming environment.
- d. For each Design-Build Team Member, identify all lawsuits or claims filed in any court or public administrative body in which the Design-Build Team Member, or any company owned or controlled by the Design-Build Team Member, is a party asserting a claim on a design or construction contract. For lawsuits and/or claims in Washington, identify those filed in the last ten years. For lawsuits and/or claims against the Owner, identify all claims and/or lawsuits filed at any time. With each lawsuit, identify the name of the parties, the court or administrative body, and the case number or identifying information for the case. Also identify the amount of the original claim as well as the amount ultimately recovered.

5.3.2. Demonstrated Experience of Successful Projects of Similar Scope and Complexity

- a. Describe the Team's past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Address in the narrative the Design-Build Team's experience with each element of the definition of 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. In addition to a discussion on each of the elements of the definition of Projects of Similar Scope and Complexity, please specifically address experience with the following:
 - i. Projects that include innovative materials or systems that help achieve high sustainability goals and the issues associated with the use of those materials or systems;
 - ii. Projects with a tight construction site; and
 - iii. Projects on a busy campus and management of pedestrians around

the construction site

- b. Describe how Team Members have utilized the progressive design-build process, innovative design and construction techniques, early involvement of construction personnel, and/or state of the art technology and sustainability measures to achieve the owner's goals, increase safety, and enhance communication and collaboration.

5.3.3. **Sustainable Design and Net Zero Experience**

- a. Describe the Design-Build Team's experience in working on projects seeking to maximize sustainable construction practices;
- b. Specifically address the Design-Build Team's experience in projects providing achievable solutions regarding the Okanagan Charter, Living Future Challenge Zero Energy Certification™, and Zero Carbon Certification™. Discuss any initiatives the Design-Build Team employed to achieve sustainability.
- c. Describe instances where the Team has exceeded owner's project goals for previous owners on Projects of Similar Scope and Complexity.

5.3.4. **Project Controls**

- a. Describe the Team's past performance with Progressive Design-Build or similar integrated projects development and management of Project budgets, including collaboratively and transparently developing a GMP and/or flexible scope within a fixed GMP with an owner.
- b. Discuss how the estimating and cost monitoring reporting process provided transparent, substantive, and meaningful information to the owner. Provide examples of deliverables to the owner that will assist in understanding the GMP development process. Specifically discuss successful experience using efficient design and construction techniques such as Target Value Design and pull planning and explain how the team's past experience will assist the Owner in achieving its Project Goals.
- c. Describe any issues or problems that arose on the projects discussed in this section and how those issues or problems were resolved.
- d. Provide as an attachment to the SOQ examples of deliverables from other projects that demonstrate how the Design-Build team will communicate updates in the cost or schedule to the Owner in a way that is understandable and transparent.
- e. Describe lessons learned in previous projects that your team has integrated into more successful project controls.
- f. Discuss your experience in using Value Engineering to maximize the project scope within the project budget. Include in the discussion specific Value Engineering techniques and how those techniques met the owner's project vision. The discussion should highlight specific scopes of work that were value engineered and how those scopes were incorporated into the project.

5.3.5. **Successful Utilization of Small and Certified Disadvantaged Businesses**

- a. Provide a summary of the Design-Build Team's performance in the state of Washington over the last five years in utilization of Small and Certified Disadvantaged Businesses. WWU reserves the right to award additional points to firms who have achieved substantial utilization of Small and Certified Disadvantaged Businesses in geographic areas that tend to have lower numbers of Certified Businesses such as rural counties like Whatcom and Skagit.
- b. For each project discussed, include the following information:

- i. Name of the project;
- ii. Date of Substantial Completion;
- iii. Name of the owner and a contact person with email and phone;
- iv. Final contract value;
- v. Owner's utilization goals for the project (if any);
- vi. The overall percentage of the final contract value paid to each of the following categories. Do not list businesses in more than one category.
 - Disadvantaged Businesses
 - Small Businesses

5.3.6. Stakeholder Engagement in Program Validation

Provide a summary of successful techniques used for allocating space between disparate stakeholder groups during program validation and prior to design to align scope, schedule, and budget.

- a. Discuss how the team has successfully developed scope and design to validate a program that met project goals within a fixed budget, especially budgets that were reduced between pre-design and construction.
- b. Describe lessons learned with respect to project validation and its application to design management in previous projects that your team has integrated into successful stakeholder engagement and program validation.

5.4. Resumes of Key Team Members

- 5.4.1. Provide a resume for all Key Team Members. Resumes should be no longer than 2 pages and should include the following information at a minimum. The resumes will not be evaluated separately. Rather, the resumes will be evaluated in the context of the criteria set forth in Section 5.3.1.
 - a. Description of the individual's proposed Project role;
 - b. Identification of employer and number of years employed by the firm;
 - c. Educational background, professional licenses, and/or certifications; and Experience relevant to their proposed role on the Project and how their experience will benefit this Project.

5.5. Identification of Projects Table

- 5.5.1. The Proposer must submit an Identification of Projects Table in the form attached as Exhibit G with the required information set forth herein for each project cited or mentioned in the body of the SOQ. Although it is not necessary to include all of the projects listed in the resumes, Proposers are encouraged to include those projects where they want to emphasize the experience of their Key Team Members. The Identification of Projects Table may be submitted on 8.5" x 14" formatted pages. The Proposer is responsible for ensuring that contact information contained in their Identification of Projects is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications. The Owner reserves the right to contact any person listed in the Identification of Projects or any other person with knowledge regarding any Project in which any Design-Build Team Member or Key Team Member participated. 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 and Contact Information (Name, title, email, and phone number);
- c. Location of project (include address);
- d. Delivery method (DBB, DB, PDB, CMAR, GC/CM, P3, etc);
- e. Brief Project Description;
- f. Name of each Design-Build Team Member and Key Team Member who is proposed for this Project who played a significant role on the listed project, including an identification of their project function;
- g. The initial contract price, the final contract price, and a brief explanation for any difference between the two amounts;
- h. The initial date scheduled for substantial completion, the actual date of substantial completion, and a brief explanation for any difference between the two dates;

5.6. Corporate Structure Questionnaire

- 5.6.1. Submit a completed Corporate Structure Questionnaire for Design-Builder (Exhibit E). If the prime Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner and provide a copy of the Joint Venture Agreement.

SECTION 6 LIST OF EXHIBITS

- A. Scope of Work
- B. Protest Procedures
- C. Proposal, Performance, and Payment Bond Instructions
- D. Agreement and General Conditions
- E. Corporate Structure Questionnaire
- F. Business Equity and Apprenticeship Utilization Requirements
- G. Identification of Projects Table

Exhibit A Project Scope of Work

The attached Pre-Design study was conducted with an anticipated budget that is higher than the Project's current budget.. Therefore, the Pre-Design is provided with the understanding that the Design-Build Team will be working with the University and the Stakeholders who will occupy the SDSC to maximize the spaces allocated to each Stakeholder to provide the space necessary for each Stakeholder group. The University is looking for a Design-Build Team that will successfully manage the competing interests of the Stakeholders to create a facility that will allow the Stakeholders to provide services so that the facility operates as intended. Further, the Pre-Design assumes that the project will use Cross Laminated Timber; however, the University has not decided to use Cross Laminated Timber and is open to the use of other materials and systems that will achieve the Project's high sustainability goals.

Exhibit B Protest Procedures

1. PURPOSE

To provide a prompt, fair and equitable administrative remedy to all Proposers and Prospective Proposers regarding the solicitation or procurement of a project, including but not limited to alleged substantive errors or omissions in the procurement documents, a decision by the Owner to award the Contract and/or notice from the Owner that a Proposal is non-responsive or that a Proposer is not responsible.

2. TIMING

Any actual or prospective Proposer showing a material economic interest in this Contract or who is aggrieved by either the solicitation or award of this Contract, may protest to the Owner, only in accordance with the procedures set forth below.

- A. **Protests Based on the Form or Content of the Solicitation Documents:** Any Protest based on the form or content of the solicitation documents, which is or should have been apparent prior to the date established for submittal of Statements of Qualifications or Proposals shall be submitted as pdf document via e-mail with the subject heading titled "PW776 – RFQ PROTEST, FORM OR CONTENT" to Brian Ross, Director of Capital Budget and PW Procurement, rossb5@wwu.edu, with CC copy sent to Chris Mead, meadc7@wwu.edu. Protests based on form and content of the solicitation documents must clearly labeled and filed as soon as practicable.

No protest based on the form or content of the solicitation documents will be considered if received by the Owner later than five (5) calendar days prior to the specified submittal date. The "solicitation documents" includes all documents issued by the Owner in connection with the solicitation of the project.

- B. **Other Protests:** Protests based on any other circumstances must be received by the Owner within four (4) business days from the date the Proposer was notified of any selection decision; provided, however, that in no event shall a protest be considered if all Proposals are rejected or if the protest is received after award of the Contract. Other protests shall be submitted as pdf document via e-mail with the subject heading titled "PW776 – RFQ PROTEST" to Brian Ross, Director of Capital Budget and PW Procurement, rossb5@wwu.edu, with CC copy sent to Chris Mead, meadc7@wwu.edu.
- C. The Owner will not proceed from the Request for Qualifications phase to the Request for Proposals phase until two business days after all Proposers are notified of the selection decision for the short listed Finalists. At the request of a Proposer not selected as a Finalist, the Owner will provide the requesting Proposer a scoring summary of the evaluation factors for that Proposer's Statement of Qualifications.
- D. The Owner will notify all Finalists of the selection decision and make a selection summary available to all Finalists within two (2) business days of the notification. If the Owner receives a timely protest from a Finalist, the Owner will not execute a contract until two (2) business days after the final protest decisions is transmitted to the protestor.

3. CONTENTS OF PROTEST:

To be considered, a Protest shall be in writing and shall include: (1) the name, street address, fax number 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.

- A. Decision by the Owner: The Protest shall be promptly considered on the written submittal by the Director of Capital Budget and PW Procurement. The Director will give notice of the Protest and provide a copy to any others as required. In its sole discretion, the Director may give notice of the Protest to other interested parties, including other Proposers. The Owner reserves the right to resolve or to attempt to resolve any Protest that concerns the form or content of the solicitation and which Protest was received before the proposal evaluations through written addenda to the procurement documents. Any addenda will be provided to all parties who have obtained a copy of the solicitation from the Owner.
- B. The Director will issue a written decision on the Protest within two (2) business days following the receipt of the Protest, stating the reasons for the action taken. A copy of the decision shall be provided to the aggrieved party, and any other party as may be required, including but not limited to: (i) personal service, (ii) facsimile, or (iii) email, with telephonic confirmation.
- C. The aggrieved party may appeal the decision of the Director through the judicial process in the county having jurisdiction (Whatcom County). The Owner will stay award of the Contract for two (2) business days, following the issuance of its decision.

4 JUDICIAL PROCEEDINGS

All judicial proceedings must be filed within four (4) business days of the issuance of the Owner's decision.

5 STRICT COMPLIANCE

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of this Contract, without first exhausting the administrative procedures specified herein.

6 REPRESENTATION

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party's own expense, by counsel.

7 COMPUTATION OF TIME

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. The term "business day" shall mean any day on which the Owner is open for regularly conducted business. 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.

8 ACKNOWLEDGEMENT

By submitting a proposal in response to this solicitation, the Proposer 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 a proposal.

Exhibit C Performance, and Payment Bond Instructions

1. The selected Design-Builder will be required to provide the following bonds for this Project:
 - a. Payment Bond in the amount equal to the value of the contract amount, subject to subsequent modifications to that amount, and sales tax.
 - b. Performance Bond in the amount equal to the value of the contract amount, subject to subsequent modifications to that amount, and sales tax.

2. The following shall apply:
 - a. Proposers must submit a statement from their bonding company that the Proposer can meet the bonding requirements set forth above.
 - b. The Payment and Performance Bond(s) shall be in the form attached hereto.

Exhibit D
Draft Agreement and General Conditions

1. Attached is the Draft Agreement and General Conditions for the Project.
2. Proposers must submit suggested changes to the Draft Agreement and General Conditions by the date set forth in the Procurement Schedule.

Exhibit E
Corporate Structure Questionnaire

1. Proposers shall complete the following information for the Proposed Design-Builder:

Legal Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Fax Number	
Type of Business	
D-U-N-S Number	
Federal Tax Identification Number	
State Contractor's Registration Number	
State Business License Number	

2. If the Proposed Design-Builder is a Joint Venture, Proposers must:

- a. Submit the above information the Joint Venture as well as for each member of the Joint Venture; and
- b. Attach a copy of the Joint Venture Agreement to this form.

Exhibit F
Business Equity and
Apprenticeship Utilization Requirements

BUSINESS EQUITY

Western Washington University (WWU) is committed to providing maximum opportunity for participation in contracting by Business Equity Enterprises (BEE). Development of a comprehensive BEE Inclusion Plan by the design-builder that is accepted by WWU shall be required as a condition for receiving an Award. Finalists will be required to provide a preliminary BEE Inclusion Plan with the Technical Proposal.

Prior to the execution of the contract for this project, WWU and the selected firm shall agree on an Inclusion Plan that will include and aspirational goal of BEE participation afforded by the various scopes and services of the work, as well as the strategies the Design-Builder will use to achieve the maximum BEE utilization on the Project. Participation may be either as the design-builder, a sub-consultant, sub-contractor, or supplier.

The Business Equity Enterprise (BEE) definitions include all the following:

1. Small Business Enterprise (SBE): A business entity licensed to do business in the State of Washington, including a sole proprietorship, corporation or other legal entity, that is owned and operated independently from all other businesses and either:
 - a. Conforms to the U.S. Small Business Administration Size Standards of the North American Industry Classification System (NAICS) Codes in which the business entity is proposed to be engaged; or
 - b. Is certified with the Washington State Office of Minority and Women's Business Enterprises (OMWBE).
2. Disadvantaged Business Enterprise (DBE): Any business certified with the OMWBE.
3. Minority Business Enterprise (MBE): A business entity licensed to do business in the State of Washington, including a sole proprietorship, corporation or other legal entity, that is more than 50% owned and controlled by at least one minority person.
4. Women's Business Enterprise (WBE): A business entity licensed to do business in the State of Washington, including a sole proprietorship, corporation or other legal entity, that is more than 50% owned and controlled by at least one woman.
5. Minority Women's Business Enterprise (MWBE): A business entity licensed to do business in the State of Washington, including a sole proprietorship, corporation

or other legal entity, that is more than 50% owned and controlled by at least one minority woman. The term “minority” means a person of Asian, African-American, Hispanic and/or Native American racial or ethnic heritage.

All BEE must perform a Commercially Useful Function on the Project. A Commercially Useful Function means a function performed by a BEE that is responsible for the execution of a distinct element of the work and carrying out its responsibilities by performing, managing, and supervising the work with its own resources and employees. Acting as a conduit to transfer funds to another business performing, managing or supervising the work does not typically constitute a Commercially Useful Function. Whether a business has performed a Commercially Useful Function is determined by many factors, including but not limited to the following:

1. The amount of work subcontracted to the BEE is consistent with normal industry practice;
2. The amount paid to the BEE is commensurate with the work it is actually performing;
3. Whether the BEE is merely a pass-through entity in order to obtain the appearance of participation;
4. Whether the BEE manages its own work, owns or leases its own equipment, manages its own work force for installation, is responsible for supplying its own materials and supplies, and maintains responsibility for the performance of the Work;
5. In the context of a BEE being a partner within a joint venture, that the BEE is providing resources and staff consistent with the stated percentage of the BEE’s interest in such joint venture; and
6. For materials and supplies, whether the BEE is responsible for negotiating the price, determining quality and quantity, ordering the materials, and paying for the material itself.

In the RFP stage, Finalists will be required to submit their proposed Inclusion Plan for the utilization of BEE. The criteria will be set forth in the RFP Evaluation Criteria. Currently, it is anticipated that each Finalist’s Inclusion Plan shall:

- State the overall BEE utilization goal the Finalist is proposing for this project.
- Outline the design and construction work scopes in which the Finalist anticipates the BEE will be utilized.
- Discuss specific strategies and/or relationships the Finalist intends to draw upon in pursuit of the University’s commitment to the equitable participation of the BEE on this project.
- Address the Finalist’s proposed actions to comply with the Business Equity requirements set forth in the contract.
- Discuss any identified challenges and opportunities, including how to mitigate those challenges and optimize the opportunities.

Prior to the execution of the contract, the Design-Builder will finalize the Inclusion

Plan and submit it to the Owner for review and final approval.

APPRENTICESHIP UTILIZATION REQUIREMENTS:

Mandatory apprenticeship 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. Design-Builder shall comply with the requirements of the Contract Documents related to apprenticeship. Proposers may contact the Department of Labor and Industries, Apprenticeship Program, at (360) 902-5320 to obtain information on apprenticeship programs.

Exhibit G
Identification of Projects Table

Name of Project	Owner and Contact Information	Location of project	Delivery Method (DBB, DB, PDB, CMAR, P3, etc.)	Project Description	Key Team Member involved in Project	Initial Contract Price and Final Contract Price	Initial completion date and final completion date