ATTACHMENT B:

REQUEST FOR PROPOSAL

CHILDREN AND FAMILY JUSTICE CENTER
Design Build Contract

Contract C00863C13

Part A

Request For Proposal Forms

December 2013

King County

Department of Executive Services
Facilities Management Division

CHILDREN AND FAMILY JUSTICE CENTER
Design-Build Contract

Part A

REQUEST FOR PROPOSALS

King County Contract C00863C13

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December 13, 2013

King County
Facilities Management Division

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This Table of Contents describes the documents provided to Proposers for the Children and Family Justice Center Project: the Owner's Performance and Programming Documents as well as courtesy copies of Reference Documents (Additional Reports, Surveys, etc.). Please refer to the Owner's Performance and Programming Documents, including the Contract and General Conditions and Reference Documents, to understand the complete requirements for the Project.

For convenience of packaging and reference only, documents are provided to the Proposers in seven parts, lettered A through H. Parts are arranged as follows:

Part A – Request For Proposal

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REQUEST FOR PROPOSALS
FROM DESIGN-BUILD ENTITIES

King County, acting by and through its Facilities Management Division ("County"), will receive competitive sealed proposals from pre-qualified Design-Build Entities ("Proposers") for the following public work:

CHILDREN AND FAMILY JUSTICE CENTER PROJECT
(Project Number C00863C13)

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

A. King County will use a two-phase process to select a design-build contractor (Design-Builder) to deliver the Design-Build Project (the Project) described in the Contract. During the first phase of the procurement, the County determined the short list of Proposers for the Project based on Statements of Qualifications (SOQs) it received in response to its Request for Qualifications (RFQ), dated August 23, 2013. This Request for Proposal (RFP) is issued as part of the second phase of the procurement.

B. The County will utilize the procurement procedures described within RCW 39.10.300. A Request for Qualifications ("RFQ") from interested Applicants was issued by the County through this advertisement. SOQ's were evaluated by the County to determine a shortlist of the three (3) highest scored Applicants which demonstrated capabilities and abilities to successfully deliver and complete the Project. A Request For Proposal ("RFP"), including all performance requirements and corresponding documents, is now being issued to the shortlisted Design-Build teams ("Proposers"). At the County's option, the County may conduct interviews and other meetings with Proposers. An honorarium will be paid to the two responsive shortlisted Proposers participating in the RFP processes that are not awarded a contract.

C. Following evaluation by the County of the shortlisted Proposers, the County will select the Proposer receiving the highest score (considering qualifications, technical, selective pricing [i.e. fee] and other evaluation factors), who shall be referred to as the "Top Ranked Finalist ("TRF")." It is the intent of the County to conduct clarification and reconciliation meetings with the TRF. If the County is unable to execute a contract with the TRF, clarification and reconciliation meetings with the TRF may be suspended or terminated and the County may proceed to the next highest scored Proposer. The County shall continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated.

D. The County encourages the Proposers to actively seek and use both local hires and firms for the performance of both design and construction services on this project. However utilization of these hires and firms is voluntary and will not be evaluated by the County for this RFP. After the Contract is executed the selected Design Builder will work with the County to identify opportunities to utilize both local firms and hires, where possible, and in a manner that does not increase the Budgeted GMP.

E. The process for determining the Top Ranked Finalist includes a review of the mandatory pass/fail requirements, the quality of the Proposer's Technical Proposal, Proposer's final presentation to determine the Proposer's ability to provide the best value for the design and construction guaranteed maximum price (GMP) budget of $149 Million (not including sales tax).

F. King County will accept Proposals only from the three short-listed Proposers.

G. **Anticipated Schedule**. The selection process is anticipated to proceed as outlined below. This schedule is subject to revision by an addendum to this RFQ and RFP.

	Selection Process	Date
1.	Public Announcement for RFQ	August 23, 2013
2.	Submittal of RFQ questions	September 12, 2013
3.	Statements of Qualifications Due (4:00 p.m.)	September 25, 2013
4.	Performance References Due	October 9, 2013
5.	Selection of shortlisted Proposers and Notification	November, 2013
6.	Issue RFP to shortlisted Proposers	December 13, 2013
7.	Pre-Proposal Kick-off Meeting	December 18, 2013
8.	Proposal Stage Memorandum of Understanding Due (Form A)	January 3, 2014
9.	Last day to submit Security Background Reference Check Form (Form N) for the January 10 Site Visit	December 24, 2013
10.	Voluntary Site Visit (12:00pm to 2:00pm)	January 10, 2014
11.	Proposers comments on draft Contract And General Terms And Conditions	January 17, 2014
12.	First Proprietary Meeting	January 14-17, 2014
13.	Second Proprietary Meeting	February 12-14, 2014
14.	Third Proprietary Meeting	March 12-14, 2014
15.	Last day to submit RFI questions by Proposers	March 19, 2014
16.	Submittal of Proposals	April 4, 2014
17.	Final Presentation & Interviews of Proposer's Conceptual Designs	April 15-17, 2014
18.	Clarification & Reconciliation with Top Ranked Finalist	May 2014
19.	Contract Execution	June 2014
20.	Notice Proceed (NTP-1)	June 2014

1.2 DEFINITIONS

A. Capitalized terms used and not otherwise defined herein, shall have the meanings set forth in the Contract.

1. The "Work" means all of Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

2. Where the word "shall" or "must" is used, it is intended to be a mandate; and where the word "should" or "encouraged" is used, it is intended to be a recommendation

3. "Or Equal" when product, material or equipment is specified by one or more patents, brand names, or catalog numbers proprietary name or name of manufacturer or any combination thereof, it shall be understood that this is for the purpose of defining the performance process, article desired or other salient requirements, and shall be deemed to be followed by the words "or equal," whether or not such words appear. Other products, materials or equipment, of equal or better capacities, quality and function, may

be considered by the Project Representative upon the Contractor's request for “or equal” determination.

4. “Design-Builder”, “Proposer”, “Design-Build Entity”: For the purpose of this RFP are all intended to refer to the “Design-Builder”.

5. “Budgeted GMP”: The total amount that the County has budgeted for the design and construction for the Work.

6. “Owner Requested Betterments”: For the purpose of this RFP, County requested additional program elements that increase value to the overall project as identified in Form D within the Budgeted GMP.

7. “Enhancements”: For the purpose of this RFP, voluntary improvement to quality or value to the Work offered by the Design Builder within the Budgeted GMP.

8. “Owner’s Project Criteria” or “Owner’s Performance and Programming Documents”: the owner’s project criteria includes Part B, “Facility Performance Standards”, Part C, “Facility Program”, and Part D, “Room Data Sheets”

9. The term “Bid” shall have the same meaning as “Proposal” as used within this Request for Proposal (RFP).

10. “Days” for purposes of this RFP days means calendar days.

1.3 COLLABORATION

A. The County expects a collaborative partnering work relationship among the County, Design-Builder, its Subcontractors and the City’s representatives. The collaborative partnering process (hereinafter referred to as “collaborative”) is intended to draw on the strengths of each organization to help identify and achieve mutual and reciprocal goals, including achieving completion of the Work on time, within budget and in accordance with its intended purpose. A primary consideration in the collaborative process is the prompt and equitable resolution of issues affecting the conduct of the Work, consistent with the rights and responsibilities of the respective Parties under the Contract. The County believes that Project objectives can be best achieved through a collaboration that promotes and facilitates strategic planning, design, construction and commissioning of the Project. The goal of the partnering process is to better manage overall risk to the Project and to each Party to the Contract.

B. This collaborative approach recognizes that each Party’s success is tied directly to the success of all other members of the Project team and requires the Parties to: (1) organize and integrate their respective roles, responsibilities and expertise; (2) identify and align their respective expectations and objectives; (3) commit to open communications, transparent decision making, proactive and non-adversarial interaction, problem- solving, and the sharing of ideas; (4) continuously seek to improve the project planning, design, and construction processes; and (5) reasonably share both the risks and rewards associated with achieving the Project objectives.

1.4 PROJECT OVERVIEW

A. The Project will be comprised of a newly constructed courthouse, juvenile detention facility and a parking structure located on the existing Youth Services Center site in the First Hill neighborhood of Seattle, Washington. These new facilities will provide juvenile and family court with space for co-location of programs and services for youth and families, an efficient detention facility with built-in flexibility to respond to changes in the detention population, and improved visibility, security, and safety.

B. The proposed Children and Family Justice Center Project will be located on a rectangular, 9.1-acre parcel. The site is bordered by E. Spruce Street on the south, 12th Avenue

on the west, E. Remington Court on the north, and 14th Avenue on the east. The Site is located in an area that includes single-family and multi-family residential developments on the north, east and south. On the west side along 12th Avenue there is mixed use, retail and office developments.

C. The Project will be constructed in phases adjacent to the existing Youth Services Center which is a 24/7 operating facility. Phase 1A scope includes the construction of a new complex of buildings generally on the northern portion of the site consisting of a new Courthouse Building containing 10 courtrooms and associated support spaces and facilities and a new juvenile detention center providing space for 154 dorms. Phase 1B scope includes demolition of the existing Youth Services Center after move-in and occupancy of the new Courthouse and Detention buildings and constructing a new parking structure on the south half of the site. The parking structure is envisioned to have 440 stalls.

D. The design for the Courthouse Building, Detention Building and Parking Structure must take into account future expansion desired by the County as defined in the Facility Program as Phase 2. Any future expansions required by the County must comply the City of Seattle zoning requirements.

1.5 SCOPE OF WORK

A. The Work includes all services, labor, material, and equipment necessary to design and build the Project in accordance with the Contract Documents. The detailed Project requirements are identified within the Owner's Performance and Programming Documents.

B. Proposers are advised that this RFP was developed to organize and consolidate the design and construction criteria for all Project components. However, the Owner's Performance and Programming Documents do not specifically describe every detail of the Work required. It is each Proposer's responsibility to review all pertinent Project requirements and criteria, as contained in the entire RFP, and the Proposer selected as the Design-Builder must perform its obligations in accordance with the requirements of the entire RFP and Contract Documents.

C. The Design-Builder shall not rely on the physical description contained in the Contract Documents to identify all of the Project components. The Design-Builder shall also determine the full scope of the Project through a thorough examination of the RFP, the Project site, and any reasonable inferences to be gathered from each.

1.5.1 CONCEPTUAL DESIGN AND REFERENCE DOCUMENTS

A. The Reference Documents contained in the RFP, including the Conceptual Design shown on the County's project website below are provided for informational purposes to assist the Proposers in preparing their Proposals. The Reference Documents are not contractual and do not represent requirements binding on the Design-Builder.

Website: https://ustage.skire.com/bluedoor

B. The County makes no representation or warranty as to the accuracy, adequacy, applicability, or completeness of the Reference Documents. Reliance upon the Reference Documents shall be at the Proposer's risk, and the County shall have no liability or obligation as a result of the inaccuracy, inadequacy, inapplicability, or incompleteness of the Reference Documents, regardless of the contents thereof. Each Proposer is responsible for reviewing the Owner's Project Criteria in advance of submitting its Proposal, for purposes of assessing their adequacy for meeting the Contract requirements, and determining whether any changes are necessary or advisable. The Design-Builder shall be solely responsible for Project design and construction in accordance with the Contract Documents.

C. Reference documents are identified in Part E and include but are not limited to the following:

1. Site Survey (SE 1/4, Section 32, Township 25-North, Range 4-East of the Willamette Meridian) by Parametrix, dated November 21, 2013. Electronic copy is titled "Parametrix Survey 2013"; accompanying CAD drawing files are in a folder labeled "Parametrix Survey CAD 2013."
2. Geotechnical Report by Icicle Creek Engineering, dated November 26, 2013. Electronic copy is titled "ICE Geotech 2013."
3. Geotechnical Site Assessment – Shannon & Wilson – dated November 29, 2013. Electronic copy is titled "Shannon-Wilson Geotech 2013."
4. Phase 1 Environmental Site Assessment Report by Herrera Engineers, dated April 23, 2010. Electronic copy is titled "Phase I Herrera ESA 2010."
5. Phase 2 Environmental Site Assessment Report by Herrera Engineers, dated November 25, 2013. Electronic copy is titled "Phase II Herrera ESA 2013."
6. SEPA Checklist, Children and Family Justice Center, by EA Engineering Science and Technology, et. al., for the King County Department Services Facilities Management Division, dated December 6, 2013. Electronic copy is titled "SEPA Checklist 2013-12-06." Appendices for the SEPA checklist are available at: http://www.kingcounty.gov/operations/FacilitiesManagement/currentProjects/CFJCProposal.aspx
7. Hazardous Building Material Survey, by Med-Tox and Herrera Environmental Consultants, completed in May 2010. Electronic copy is titled "MedTox-Herrera HazMat Survey 2010."
8. Hazardous Building Material Survey, by Med-Tox and Herrera Environmental Consultants, completed in August 2013. Electronic copy is titled "MedTox-Herrera HazMat Survey 2013."
9. PCB Site Characterization Report and Disposal and Cleanup Plan, by Herrera Environmental Consultants, completed in October 13, 2010. Electronic copy is titled "Herrera Site Report and PCB Plan 2010."
10. Removal Action Completion Report Youth Service Center PCB Abatement, by Herrera Environmental Consultants, March 15, 2012. Electronic version is titled "Herrera PCB Abatement 2012."
11. As-Built Drawings of the existing YSC structures. (To be made available to Proposers upon execution of Confidentiality Agreement (Form F). Electronic copies are in Portable Data Format (PDF) and are in folders labeled, respectively, "1969 record drawings" and "1993 record drawings."

D. RFP and Reference Documents: Electronic copies of the RFP and Reference Documents and any addenda for this solicitation can be accessed through the County's Unifier web site.

E. Proposers shall receive email notifications of addenda or other important information concerning this solicitation from the Contract Specialist.

1.5.2 UTILITY COORDINATION AND ADJUSTMENT

A. Utility services such as power, sewer, water, gas and so forth to the existing Youth Services Center must remain operational at all times (24/7). It is the responsibility of the Design-Builder to work closely with any Utility Owners with respect to identifying any utilities known or unknown and to make any Utility Adjustments as may be necessary to accommodate the new design and construction while keeping the Youth Services Center in full operation. Any costs associated with lack of coordination with existing facilities or utilities will be borne by the Design-Builder.

B. The Design-Builder shall conduct preliminary investigations as necessary to confirm availability of building utilities and shall include resulting utility information in the final design concept design narrative. The Design-Builder shall be responsible in coordinating with local Utility Owners as necessary to accommodate the needs of the facility, including availability, connections, capacity, approvals, and other requirements. Utility connections and permits shall be the responsibility of the Design-Builder. Utility connection fees or other fees are the responsibility of the Design-Builder.

C. Before beginning construction, the Design-Builder shall verify, through inspection and testing, the location, elevation, and other requirements of all utilities, including electric, gas, telephone, domestic water, sanitary/storm sewers etc.

1.5.3 PROJECT GOALS

A. The Project, as approved by King County voters, will replace the existing Youth Services Center buildings with a new Children and Family Justice Center comprised of a courthouse, detention facility, and a parking garage on a site adjacent to and overlapping with the existing buildings. It is the County's expectation that the Design-Builder will design and construct the new Children and Family Justice Center in consideration of the County's Project goals. Accordingly, the process of evaluating and scoring the submitted Proposals will incorporate these goals.

B. The County has established the following Project specific goals for the successful Design Builder:

1. Support the Project Vision. Provide a design solution that encompasses the County's vision for the Project.

2. Maintain Worker and Public Safety. Provide a safety program that encourages and supports safety as a core value, and promotes a goal of zero accidents for the public and workers.

3. On Time and Within Budget. Achieve schedule milestones and leverage opportunities for schedule enhancement to support the goal of opening the courthouse and detention facilities by the summer of 2018, with minimal impact to the neighborhood, within the available budget.

4. Proactive Planning and Execution. Achieve well-planned Project development, start-up, and execution through efficient collaboration, integrated risk management, and proactive coordination with the County and surrounding neighbors.

5. Meet or Exceed Environmental & LEED Commitments. Meet or exceed the energy and sustainability requirements of the Project.

6. Quality. Meet or exceed the technical and operating quality requirements through development and implementation of a quality management plan that is clear, comprehensive and considers the whole life operation and maintenance of the Project.

7. Maximize Opportunities for Positive Community Interaction. Work with the County to engage in effective communications, public outreach, and community involvement to address Project impacts on, and opportunities for, individuals, businesses (including small business participation), and other stakeholders.

1.5.4 VALIDITY PERIOD, NOTICE TO PROCEED

A. Proposals shall remain valid for 200 days after the Proposal Due Date. The County anticipates that Notice to Proceed (NTP) will be issued shortly after Contract Execution, but the County may defer issuance of NTP for up to 45 days after Contract Execution. There will be two separate Notices to Proceed.

B. NTP-1 shall be issued for the design and construction of the Courthouse and Detention Buildings on the north half of the property. After Substantial Completion of these facilities the County shall take occupancy.

C. NTP-2 shall be issued after the County has occupied the new facility and completely vacated the exiting Youth Services Center. Work on the south half of the property such as demolition of the existing buildings and construction of the new parking structure shall commence upon the issuance of NTP-2. Once the parking structure achieves Substantial Completion the County shall occupy the parking structure and other surrounding areas.

1.5.5 NOT USED

1.5.6 PERMITS

A. The selected Design-Builder shall pay and obtain all necessary permits for the Project. All associated permit fees must be included in the determination of the GMP and Upset amount.

B. State Environmental Policy Act (SEPA): The County, as the lead agency, has obtained a consultant to complete the environmental checklist and assist the County in completing the SEPA process. It is anticipated that the Threshold Determination will occur in December 2013 and the Notice of Action will occur in January 2014. Completion of the SEPA process and the resolution of any appeals will be required prior to the Design-Builder's issuance of the Master Use Permit by the City of Seattle. The Design-Builder shall include the SEPA process, if necessary, in the Preliminary Project Schedule.

C. Seattle Municipal Code, Title 23 Land Use Code: The County has obtained a consultant to review the City of Seattle Municipal Code (SMC) to determine if the Project can be constructed on the site as envisioned by the County. The consultant has identified specific amendments to Title 23 Land Use Code that the County is requesting approval through a Type V Text Amendment process with the City of Seattle. The Design Builder shall base its proposal on the following excerpts from the draft text amendments to Title 23 Land Use Code and specifically the urban design objectives outlined below:

START OF PROPOSED DRAFT TEXT AMENDMENTS

23.47A.004 Permitted and prohibited uses

* * *

D. Public ((~~F~~))facilities((~~.~~))

* * *

7. Youth services centers established as of January 1, 2013, in public facilities operated by King County within Urban Center Villages and additions or expansions to such facilities are permitted outright in NC3 zones. Development standards of this Chapter 23.47A relating to street-level use requirements, blank facades, depth of facades, transparency, maximum structure width, and setbacks may be waived or modified based on a finding that the waiver or modification is needed to accommodate unique programming, public service delivery or structural needs of the facility and that the urban design objectives of subsection 23.51A.004.C are met. The Director's decision shall include conditions to mitigate any substantial impacts caused by such a waiver or modification.

* * *

Table A for 23.47A.004 Uses in Commercial Zones					
	PERMITTED AND PROHIBITED USES BY ZONE(1)				
USES	NC1	NC2	NC3	C1	C2
* * *					
I. PUBLIC FACILITIES					
I.1. Jails	X	X	X(17)	X	X
* * *					
Key * * * FOOTNOTES to Table for 23.47A.004 * * * (17) Except for youth service centers established as of January 1, 2013, in public facilities operated by King County in Urban Center Villages as specified in subsection 23.47A.004.D.7					

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Section 2. Section 23.51A.004 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

23.51A.004 Public facilities in multifamily zones

A. Except as provided in subsections 23.51A.004.B, 23.51A.004.C and 23.51A.004.E((~~D of this Section 23.51A.004~~)), uses in public facilities that are most similar to uses permitted outright or permitted as an administrative conditional use under the applicable zoning are also permitted outright or as an administrative conditional use, subject to the same use regulations, development standards and administrative conditional use criteria that govern the similar use.

B. The following uses in public facilities are permitted outright in all multifamily zones if the development standards for institutions in Section((~~s~~)) 23.45.570, other than dispersion requirements, are met:

1. Police precinct stations;
2. Fire stations;
3. Public boat moorages;
4. Utility service uses; and
5. Other uses similar to any of the uses listed in this subsection 23.51A.004.B.

C. Youth Service Centers Established as of January 1, 2013, in Public Facilities Operated by King County within an Urban Center Village

1. Youth service centers established as of January 1, 2013, in public facilities operated by King County within an Urban Center Village and additions or expansions to such facilities are permitted outright in LR3 zones. Standards relating to structure width, structure depth façade length limits and setbacks may be waived or modified as a Type I decision based on a finding that the waiver or modification is needed to accommodate unique programming, public service delivery or structural needs of the facility and that the urban design objectives in subsection 23.51A.004.C.2 are met. The Director's decision shall include conditions to mitigate any substantial impacts caused by such a waiver or modification.

2. Urban design objectives

a. Objective 1: Create visual interest and activate the street with an pedestrian environment on the street level and the next two floors above that street-level story. Each street frontage of the site should receive detailed site planning and architectural design treatments that assists in achieving the desired character of each street frontage. Examples for achieving this objective include, but are not limited to, the following:

1) Incorporate prominent entrances and other features that welcome pedestrians;

2) Add visual interest using architectural detailing of the facade, transparency, decorative materials or design features;

3) Use signage consistent with the Sign Code, Chapter 23.55, that helps orient pedestrians and adds interest to the street environment.

b. Objective 2: Create a continuous pedestrian environment along the frontage of the development. Examples for achieving this objective include, but are not limited to, the following:

1) Incorporate shade and rain protection, such as awnings, building overhangs, benches, free-standing pavilions or kiosks;

2) Where site dimensions and program conditions allow, provide a landscaped setback between the structure and sidewalk;

3) Design new or existing bus stops to integrate transit shelters, benches and decorative treatments with the adjacent facade.

c. Objective 3: Address the bulk and scale of the building by design treatments that transition to the scale of nearby development. Examples for achieving this objective include, but are not limited to, the following:

1) Break down the apparent scale of the building and reduce the impact of blank walls by using modulation or decorative facade elements, such as material, shape, color, architectural detailing, painting, screening, artwork, or vegetated walls;

2) Use landscaped setbacks where appropriate.

((~~C~~))D. Unless specifically prohibited in subsection 23.51A.004.E((~~D of this Section 23.51A. 004~~)), new public facilities not specifically listed in subsection 23.51A.004.A, 23.51A.004.B or 23.51A.004.C ((~~A or B of this Section 23.51A.004~~)), or that are listed in subsection 23.51A.004.A, 23.51A.004.B or 23.51A.004.C ((~~A or B of this Section 23.51A.004~~))but do not meet applicable development standards or administrative conditional use criteria, may be permitted by the City Council according to the provisions of Chapter 23.76, with public projects considered as Type IV quasi-judicial decisions and City facilities considered as Type V legislative decisions. In making the decision, the Council may waive or grant departures from development standards or administrative conditional use criteria for public facilities, if the following criteria are satisfied:

1. The location of the public facility addresses public service needs, and any waiver or departure from development standards or administrative conditional use criteria is necessitated by those public service delivery needs; and

2. The impact of the public facility on surrounding properties has been addressed in the design, siting, landscaping, and screening of the facility.

((~~D~~))E. The following public facilities are prohibited in all multifamily zones:

1. Jails((~~;~~)), except for youth service centers established as of January 1, 2013, in public facilities operated by King County within an Urban Center Village;

2. Work-release centers;
3. Bus bases;
4. Park and ride lots;
5. Sewage treatment plants;
6. Animal control shelters; and
7. Post office distribution centers.

((~~E~~))F. Expansion of uses in public facilities((~~.~~))

1. Major expansion. Major expansion of public facilities that are permitted by ((~~subsection C of this S~~))subsection 23.51A.004.D may be approved by the City Council, with public projects considered as Type IV quasi-judicial decisions and City facilities considered as ((~~a~~))Type V land use decisions, subject to the criteria of subsections 23.51A.004.((~~C~~))D.1 and 23.51A.004.((~~C~~))D.2((~~of this Section 23.51A.004~~)). A major expansion of a public facility occurs if an expansion would not meet development standards or, except for expansion of the Washington State Convention and Trade Center, the area of the expansion would exceed either 750 square feet or 10 percent of the existing area of the use, whichever is greater. A major expansion of the Washington State Convention and Trade Center is one that is 12,000 square feet or more in size. For the purposes of this subsection 23.51A.004.((~~E~~))F.1, "area of the use" includes gross floor area and outdoor area devoted actively to that use, excluding parking.

2. Minor expansion. An expansion of a public facility that is not a major expansion is a minor expansion. Minor expansions to uses in public facilities that are permitted by subsections 23.51A.004.A, 23.51A.004.B, ((~~or~~))23.51A.004.C, or 23.51A.004.E ((~~of this Section 23.51A.004~~))are permitted outright.

((~~F~~))G. Essential public facilities will be reviewed according to the provisions of Chapter 23.80, Essential Public Facilities.

((~~G~~))H. Uses in existing or former public schools((~~:~~))

1. Child care centers, preschools, public or private schools, educational and vocational training for the disabled, adult evening education classes, nonprofit libraries, community centers, community programs for the elderly and similar uses are permitted in existing or former public schools.

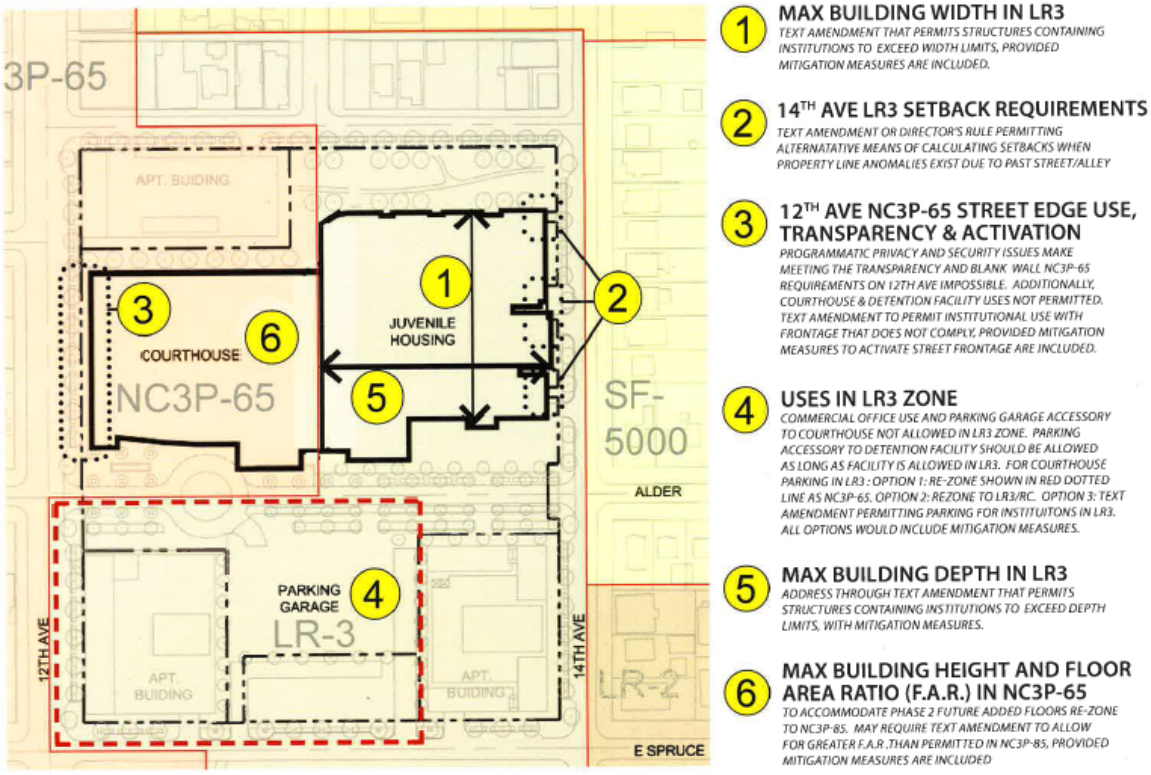
2. Other non-school uses are permitted in existing or former public schools pursuant to procedures established in Chapter 23.78, Establishment of Criteria for Joint Use or Reuse of Schools.

Section 3. Section 23.84A.020 "J" of the Seattle Municipal Code, last amended by Ordinance 122311, is amended as follows:

****

END OF PROPOSED DRAFT TEXT AMENDMENTS

D. The illustration below is a high level summary of the Proposed Draft Text Amendments described in paragraph C above.



E. The County anticipates the Text Amendment process will be completed by June 2014. Completion of the Text Amendment process will be required prior to final issuance of the Master Use Permit.

1.5.7 SMALL CONTRACTING AND SUPPLIERS (SCS) PARTICIPATION

A. It is King County policy that SCS firms have equitable opportunities to participate in the performance of its contracts and to provide those contractors, consultants and subcontractors an equal opportunity in employment to provide materials, supplies and services for and to King County. The minimum level of SCS utilization commitment on this project will be at least 17% of the Budgeted GMP.

B. In addition to the SCS utilization commitment the County has established M/WBE Voluntary Goals (MBE = 10%, WBE = 6%) for the work of this Project.

1.5.8 PROJECT LABOR AGREEMENT

A. King County will require a Project Labor Agreement for this Project. The County is currently evaluating whether the PLA will be executed between (1) the Design-Builder and various labor unions or (2) the County and various Labor Unions. The County will discuss PLA related issues with the Proposers at the Kick-off Meeting and the Proprietary Meetings. Thereafter, the County will decide (1) which approach will be used on this Project, (2) the PLA agreement template to be used for this Project, and (3) the Proposer evaluation criteria for the RFP. **The requirements and evaluation criteria for incorporation of the PLA into this Project will be provided to the Proposers by addenda to the RFP.**

1.5.9 APPRENTICESHIP

A. In accordance with King County Code 12.16.150 - 180, Apprenticeship Utilization Requirements will be established for this Project to ensure that a minimum percentage of the Total Labor Hours shall be worked by apprentices participating in training programs registered with the Washington State Apprenticeship Training Council ("SAC").

B. APPRENTICESHIP UTILIZATION: The Proposers will be required to submit an Apprenticeship Utilization Plan during the RFP process. The Apprenticeship Utilization Plan which shall demonstrate a 15% Apprenticeship Utilization commitment. Distribution of Apprentices shall be across the trades and crafts wherever feasible.

1.6 PROGRAMS & PLANS

1.6.1 1% for ARTS

A. Art is a truly meaningful component of the King County Children and Family Justice Center (CFJC) design. The voter-approved initiative that supports the redevelopment of the CFJC is generating 1% for Art revenue that will be applied to commission multiple artists to create new architecturally integrated and portable artworks. Two existing works in the King County Public Art Collection, currently sited at the YSC, will also be relocated as part of this scope. Active participation and support of the Design-Builder will be required throughout this process.

B. Proposal scores will be based, in part, on the Design-Builder's level of understanding and response to the 1% for Art plan outlined in Part A, Section 9 of the Facility Performance Standards.

1.6.2 COMMUNICATIONS PLAN

A. The Design-Builder shall work with the County's communication team to develop a communications plan during the design and construction phases. Presentations and workshops with the Neighborhood Advisory Committee and local community groups will be included in the communication plan. This plan shall be used and maintained throughout the Project and modified as necessary to suit each Project phase.

B. The Design Builder shall direct all questions and requests from tenant agencies and local community interests to the County's Project Manager. Prior to contacting any parties other than County personnel, the Design-Builder shall confirm all meetings and/or communications with the County's Project Manager.

C. The Design-Builder shall not release any oral, written or graphic information regarding this project to outside sources without obtaining prior consent from the County. All requests for information concerning the project shall be referred to the County for response. All presentations to non-County entities shall be first approved by the County.

2.0 PROCUREMENT PROCESS

2.1 ORGANIZATIONAL CONFLICTS OF INTEREST

A. Competition for this RFP is very important to King County. The County has looked at ways to increase competition without creating an unfair advantage for any Proposer. An organizational conflict of interest means that because of other activities, relationships, or contracts, an Proposer is unable, or potentially unable, to render impartial assistance or advice to the County, an Proposer objectivity in performing the contract work is or might be otherwise impaired, or a firm has an unfair competitive advantage. If an organizational conflict of interest exists, the County may prohibit a Proposer or its subcontractors and/or members from participating in such related procurement/projects.

2.2 COUNTY CONSULTANT/TECHNICAL SUPPORT

A. The County has retained the consulting firms of OAC Services, RN Systems Design, DLR Group, Planning & Management Services Inc., CH2M-Hill, Saez Consulting Engineers, PRR, Spectrum Development, and EA Engineering. Each of these firms and all employees of these firms are prohibited from joining any Proposer's team or otherwise assisting any Proposer in connection with the procurement process.

2.3 PUBLIC DISCLOSURE AND CONFIDENTIALITY DURING EVALUATION AND SELECTION PROCESS

A. Once in the County's possession, all Proposals shall become property of King County and may be considered public records under the Washington Public Records Act, RCW 42.17.250 et seq., and as such may be subject to public disclosure. It is the County's intent, to the extent permitted by law, to provide for a fair and competitive procurement process, and to keep all Proposals confidential until execution of the Contract. The County acknowledges that some information provided by a Proposer, may be considered proprietary, confidential and/or exempt from disclosure pursuant to the Public Records Act or the Washington Trade Secrets Act. If a Proposer submitting documents under this RFP believes that portions of its Proposal are proprietary, confidential or exempt from public disclosure to third parties, the party must clearly label the specific portions of the Proposal sought to be kept confidential and specify the exemption that the party is relying upon. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non responsive by the County. If a request is made for all or a portion of a Proposal, the County will notify the party submitting the document(s) of the request and allow the party five (5) business days to take, at its own expense, whatever action is necessary to protect its interests. If a party fails to obtain the necessary protections and apprise the County of such actions within said period, the County will release the documentation requested. Notwithstanding the foregoing, Applicants who provide Proposals under this procurement process accept the procedures described above and agree that the County will not be responsible or liable in any way for any losses that a party may suffer from the disclosure of information or materials to third parties

B. After Contract Execution, the foregoing shall not preclude the County from using, in its sole discretion, ideas contained in the Proposals of any unsuccessful Proposer, subject to the County's payment of the honorarium in accordance with Section 6.0 of these Instructions to Proposers.

2.4 EXAMINATION OF RFP

A. Each Proposer shall be solely responsible for reviewing and examining, with appropriate care, all documents included in the RFP, including any addenda, issued by the County; requesting an explanation or interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer fails to understand; and investigating and informing itself of any and all Project conditions and circumstances that may in any way affect the contents of the Proposal or the performance of the Work after Contract award. The Proposer bears the risk of all consequences of any failure to thoroughly investigate all relevant Project and Project site conditions and circumstances as described within the RFP.

2.5 STANDARDS AND PROGRAM REQUIREMENTS

A. The County has identified in the Owner's Performance and Programming Documents standards and program requirements that apply to the design and construction of the Work.

B. The County encourages Proposers to identify Enhancements that would maintain or exceed the quality of the design and construction but may be more specifically applicable to the Work.

C. Where such opportunities are identified, the County invites Proposer's to submit suggested changes to the Owner's Performance and Programming Documents in accordance with Section 2.6. The County will consider all such suggestions and will issue addenda as appropriate.

2.6 COMMUNICATIONS

A. The County's Contract Specialist for receiving Proposer questions, submittals, and all other communications about the Project and the RFP is as follows:

Darren R. Chernick, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section
401 Fifth Avenue, 3rd Floor, Chinook Building
Seattle, Washington 98104
darren.chernick@kingcounty.gov

B. Except for communications expressly permitted by the RFP, the Proposer shall not discuss the RFP with other County staff members or County consultants involved with the Project before Contract Execution or cancellation of the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the County.

C. Requests for Information. All inquiries or requests for information must be submitted by email to Darren R. Chernick, Contract Specialist, at darren.chernick@kingcounty.gov.

D. Communications must include a reference to the RFP number and, where appropriate, to a specific paragraph of the RFP.

2.7 SUBMISSION OF PROPOSER QUESTIONS

A. Any Proposer questions regarding a perceived discrepancy, deficiency, ambiguity, error, or omission contained in the RFP documents, or of any provision that the Proposer otherwise fails to understand regarding the RFP documents or the Project, must be submitted by e-mail to the County's Contract Specialist by the deadline for questions set forth in this RFP.

B. Requests for clarification or interpretation must specifically reference the sections and the page number and paragraph of the RFP documents, unless such request is of a general application.

C. Telephone requests will be not be accepted.

2.8 RFP ADDENDA AND RESPONSES TO QUESTIONS

A. Requests for Information. All inquiries or requests for information must be submitted by email to Darren R. Chernick, Contract Specialist, at darren.chernick@kingcounty.gov. Communications must include a reference to the RFP number and, where appropriate, to a specific paragraph of the RFP.

B. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all Proposers still under consideration at the time the addendum is issued.

C. Addenda will be emailed to the Proposers participating in the RFP.

D. If any Proposer has reason to doubt whether they have received an addenda it is the responsibility of the Proposer to notify King County to be sure that addenda are received.

2.9 SITE ACCESS

A. A Site Visit is scheduled for all Proposers. Proposers may request two additional Site Visits by sending a request to the Contract Specialist. Before a Proposer is allowed to visit the Site, it must submit and pass a background security check prior to being granted access to the detention facility. All requests for Site access must be made at least 14 days before the date to access the Site and no later than 14 days before proposals are due, on Form N, AUTHORIZATION FOR CRIMINAL HISTORY REFERENCE CHECK. Since the Youth Services Center is a 24/7 operating detention facility only certain areas of the facility may be accessible. A County representative will need to escort anyone requesting access inside the facility.

FIRST SITE VISIT: January 10, 2014 @ 12:00PM

2.10 GEOTECHNICAL INFORMATION & EXISTING CONDITIONS

A. SUMMARY: This document sets forth the terms and conditions under which a Proposer may review, study, use or rely upon geotechnical data for, or areas near, the Site and information regarding Hazardous Materials and other conditions existing at the Site. Geotechnical data and other information provided in Reference Documents are not part of the Contract Documents.

B. REPORTS AND INFORMATION: The County is providing to the Proposers as Reference Documents a general description of the Site and conditions of the Work and at the Site. The available Reference Documents may include geotechnical reports for the Site, environmental Site assessment reports, hazardous materials mitigations reports, Site surveys, record documents, and legal descriptions, etc. These reports, documents and other information are not part of the Contract Documents.

C. The Proposers are strongly encouraged to review all Reference Documents that have been provided by the County. These Reference Documents are included in Part E of the RFP.

D. AS-BUILT DRAWINGS: The existing As-Built drawings for the existing YSC are considered sensitive. Proposers will be required to sign the Confidentiality Agreement (FORM F) to obtain these sensitive documents. These As-Built drawings are Reference Documents and are not part of the Contract Documents.

E. USE OF REFERENCE DOCUMENTS:

1. Above-Ground Existing Conditions. Under no circumstances shall the County be deemed to make a warranty or representation of visible existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by the Proposer by the performance of its own independent investigation, which the Proposer must perform prior to submitting a Proposal. The Proposer must not rely on the information supplied by County regarding existing above- ground conditions. By submitting a Proposal, Proposer represents and agrees that in submitting its Proposal, it is not relying on any information regarding existing above- ground conditions supplied by County to the extent such conditions are verifiable by reasonable independent investigation.

2. Below Ground Existing Conditions. The Reports and Information above provide information regarding existing conditions below ground, including but not limited to structures and Hazardous Materials the Proposer may encounter in performing the Work. Proposer shall demolish existing structures and remove Hazardous Materials as described in the Contract Documents.

(a) Proposer is responsible for understanding and interpreting all information on below ground conditions and is responsible for conducting an independent review of the information provided by the County. In reviewing any information regarding below ground conditions, Proposer is responsible for making all reasonable interpretations and drawing all reasonable conclusions from that information and shall be solely responsible for any interpretations or conclusions drawn from those materials.

(b) Geotechnical Data and other Site Information. By submitting a Proposal, Proposer represents and agrees that in submitting its Proposal, it is not relying on any geotechnical or other data regarding Site conditions supplied by County, except as specifically set forth herein.

F. INVESTIGATIONS. Before submitting a Proposal, each Proposer shall conduct its own visual inspection of the Site and will be responsible for performing all other investigations that Proposer deems are necessary to make its Proposal and for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents. Proposer may rely upon the technical data in geotechnical and existing conditions data provided by the County only to the extent the Proposer's geotechnical engineer deems appropriate in the exercise of its professional judgment. The design shall not be developed based solely upon the information provided by the County. Each Proposer will be responsible for obtaining and reviewing such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise, as deemed necessary by its geotechnical engineer, that may affect structural design, cost, progress, performance or furnishing of Work or that 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, and for performing reasonable on-site inspections for visible conditions, which the Proposer deems necessary to make its Proposal and for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

G. This Document describes Hazardous Building Material surveys included with the Owner's Performance and Programming Documents, use of data therein and Hazardous Materials expected to be found at the Site. Reports and Information provided in this Instructions to Proposers are subject to the same conditions and limitations on the use of information set forth above in 2.10 (Geotechnical Information and Existing Conditions).

2.11 NOT USED

2.12 WITHDRAWAL OF PROPOSAL

A. Modifications or withdrawal of Proposals already received will be considered only if:

1. The requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the Proposals. All modifications or withdrawals must be made in writing, over the signature of the Proposer.

2. The original Proposal may be revised and resubmitted as the official Proposal if the County receives the revised Proposal before the Proposal Date.

3. Any attempt by a Proposer to withdraw its Proposal after the time due on the Proposal Date, regardless of whether the County or not requests a Best and Final Offer (BAFO), will result in forfeiture of the Proposer's Honorarium.

2.13 COUNTY'S RIGHTS

A. The County reserves the right, at its sole discretion, to:

1. Appoint evaluation committee to review Proposals;
2. Require confirmation of information furnished by a Proposer;
3. Hold meetings and conduct discussions and correspondence with the Proposers to seek an improved understanding and evaluation of the responses to this RFP;
4. Require additional information from a Proposer concerning its Proposal;
5. Require additional evidence of qualifications to perform the Work;
6. Modify the RFP process;
7. Waive minor deficiencies and irregularities in a Proposal;
8. Reject any or all of the Proposals;
9. Cancel, modify, or withdraw the RFP;
10. Issue a new RFP;
11. Issue a request for BAFOs;
12. Conduct negotiations with the TRF prior to award of the Contract;
13. Cancel a Contract signed by the TRF but not yet executed by the County; and
14. Not issue Notice to Proceed after execution of the Contract.

B. The RFP does not commit the County to enter into a Contract or proceed with the procurement described herein. Other than the right to receive a Honorarium as described in Section 6.0 of this RFP, no unsuccessful Proposer shall be entitled to reimbursement of its costs in connection with the RFP.

2.14 EXECUTION OF CONTRACT PRIOR TO COMPLETION OF THE SEPA AND SMC TEXT AMENDMENT PROCESS

A. It is anticipated that the SEPA process and the Text Amendment process will be completed by June 2014. The proposed land use code text amendment changes would allow the construction of the project as envisioned by the County, however, it is difficult at this point in time to predict the actual outcome of the Text Amendment and its potential implications for the Project.

B. If neither the SEPA or Text Amendment process is completed by the Contract Execution date, the County may delay the issuance of NTP-1 for up to 30 days after Contract execution. If mutually agreed to by the County and the Top Ranked Proposer, issuance of NTP-1 may be extended additional time as required to complete the SEPA and/or Text Amendment processes, for an additional 60 days.

2.15 PROCEDURES FOR DISCUSSIONS AND NEGOTIATIONS AFTER RECIEIPT OF PROPOSALS

A. General. This Document provides the rules and procedures by which the County will discuss and negotiate a design build contract with the TRF.

B. Evaluation Team. The County will assemble an Evaluation Panel to evaluate the components of the Proposals. Evaluation Panel will be made up of members of the Project Team. The Panel may utilize other advisors to assist them during the evaluation process.

C. Requests for Supplemental Information Or Best and Final Offer. The County has reserved the right to request supplemental information and or a best and final offer from the Proposers.

D. Preliminary Completeness Review. As part of the preliminary completeness review process the County may, in its sole discretion, discuss defective or non-conforming proposals with the submitting Proposer to determine whether the defect or nonconformance may be waived as a minor irregularity or as inconsequential.

E. Technical Review. During the detailed technical review of Proposer's proposals the County may, in its sole discretion, submit written and/or oral questions to the Proposers regarding their Proposals. Proposers must answer the County's questions in writing except oral questions during the Final Presentation/Interview.

F. Technical Review Presentations. Should the County elect to require Proposers to make detailed technical presentations regarding the essential elements of their Proposals, on one or more Evaluation Factor Categories, the County may, in its sole discretion, ask questions of the presenters regarding the presentation topic and/or its relationship to other elements of the Proposal.

G. Final Presentation/Interview: The County will assemble the Evaluation Panel for the procurement process of the RFP. The Evaluation Panel will meet separately with each Proposer for the presentation of their proposal. The scope and duration of these presentations have not been determined at this time.

1. Total Score. The County shall combine the scores from the Proposal Submittal Evaluations with the Final Presentation/Interview.

H. Proposal Evaluations. The Evaluation Panel(s) will evaluate responsive Proposer's written proposal, including any supplemental or revised materials and assign each proposal a score pursuant to the scoring criteria described in the RFP to determine the TRF. The Proposals will be ranked from highest to lowest score based on the evaluation of all criteria.

I. Notification: The County shall notify the Proposer whose proposal is highest ranked (TRF) and invite that Proposer to engage in Contract Clarification and Reconciliation meetings.

J. Contract Clarification and Reconciliation Meetings. The County will assemble a Team to clarify and reconcile the TRF's Proposal regarding any outstanding issues before the Notice of Intent to Award.

1. If the County and the TRF are not able to reach agreement on all Contract Documents in a reasonable time, the County may terminate discussions and, after giving written notice of the termination, initiate discussions with the Proposer who received the second highest combined score.
2. If the County and the second highest ranked Proposer are unable to reach agreement on all Contract Documents within a reasonable time, the County may terminate discussions and, after giving written notice of the termination, initiate discussions with the Proposer who received the third highest combined scores in the Proposal process.

2.16 EX PARTE COMMUNICATIONS

A. Proposers are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process, commencing with the issuance of the RFQ and continuing until the award of a Contract for the Project (or cancellation of the procurement) no employee, member, agent, vendor, advisor or consultant of any Design-Build team shall have ex-parte communications, directly or indirectly, regarding this procurement with any representative or elected official of the County involved in this procurement, except for communications permitted by this solicitation. Any verified allegation that a Design-Build team or team member has engaged in such prohibited communications or attempted to unduly influence the selection process may cause the County to disqualify the Design-Build team or a member of the Design-Build team from participating in this process, all at the sole discretion of the County.

2.17 NOT USED

2.18 PROPOSAL SECURITY, BONDS and INSURANCE

2.18.1 PROPOSAL SECURITY

A. The honorarium will act as a proposal security and may be forfeited as defined in the Section 6.0.

2.18.2 PERFORMANCE AND PAYMENT BONDS

A. The Proposal shall include a commitment letter from a Surety meeting the requirements stated below, and agreeing to issue Performance and Payment Bond in accordance with the Contract.

B. The commitment letter may not include conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award of the Contract to the Proposer within the time specified in this RFP.

C. The Performance and Payment Bonds are intended to provide protection to the County for the Design-Builder's obligations with respect to the design, construction and post-construction phases of the Project for the Budgeted GMP of $149,000,000, as adjusted by Change Orders, and to meet the requirements of RCW 39.08, et al. 12 (Prevailing Wages on Public Works).

2.18.3 SURETY QUALIFICATIONS

A. Bonds must be issued by a Surety with a Best's rating of at least "A-" or better and Financial Size Category of "IX" or better by A.M. Best Co. The Surety shall be registered with the Washington State Insurance Commissioner, and shall appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

1. Verification that the Surety meets these Best Rating requirements is to be identified within Surety's commitment letter.

2.18.4 INSURANCE CERTIFICATION

A. The Proposal shall include a commitment letter from its insurers meeting all Insurance requirements stated in 2.23 below, and agreeing to issue all Insurance Policies and certificates in accordance with the Contract.

1. Verification that the Insurers meet these requirements is to be identified within Insurers commitment letter.

2.19 EXECUTION OF CONTRACT

A. Within 10 Calendar Days after issuance of the Intent to Award the Contract, the successful Proposers shall return the signed Contract prepared by the County, together with the insurance certification, performance and payment bond and any other pre-execution information required by the Contract.

B. Until the County executes the Contract, no Proposal shall bind the County.

C. Without the County's express written authorization The Proposer shall bear all risks for any Work prior to Contract Execution by the County and NTP 1 has been issued.

D. If the TRF experiences circumstances beyond its control that prevents execution of the Contract within 10 Calendar Days after Intent to Award, the County may, at its discretion, grant up to a maximum of 20 additional Calendar Days for return of the executed Contract, provided the County deems the circumstances warrant it.

2.20 NOT USED

2.21 CONTRACT AGREEMENT AND GENERAL CONDITIONS

A. Attached as Part G to this RFP is a draft of the Contract and General Terms and Conditions. Proposers are requested to provide comments and any suggested changes to these documents by the date identified Procurement Schedule in 1.0. Failure to provide comments or suggested changes to these documents to the County by the identified date will result in a waiver of the Proposers right to provide any future comments or proposed changes.

B. The County will evaluate any comments or suggested changes to the draft Contract and General Terms and Conditions and discuss those clarifications with each of the Proposers during the Proprietary Meetings. The County is under no obligation to accept or incorporate any proposed clarifications to these documents into the RFP or final Contract Documents. Any changes the County makes to these documents will be made by addenda to the RFP and be considered final binding terms and conditions. Any qualification or exceptions taken to the Contract or General Terms and Conditions may result in a Proposal being declared non-responsive, resulting in disqualification of the Proposal.

2.22 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND SMALL CONTRACTORS AND SUPPLIERS REQUIREMENTS

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. Nondiscrimination in Employment and Provision of Services. During performance of this Contract, the Contractor and all parties subcontracting under the authority of this Contract agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts. The Contractor and all parties subcontracting under the authority of this Contract agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

C. Labor Unions and Employment Referral Agencies Commitment. The Contractor shall take reasonable efforts to ensure that all labor unions or employment referral agencies furnishing workers under this Contract comply with King County Chapter 12.16. The Contractor shall notify the County promptly if a labor union or employment referral agency fails to comply with the nondiscrimination or equal employment opportunity efforts as defined by KCC 12.16. At the County's request, the Contractor shall provide documentation that evidences compliance with King County Chapter 12.16.

D. Nondiscrimination in Subcontracting Practices. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations. The Contractor and all parties subcontracting under the authority of this Contract shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit

discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor and its subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA). Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability.

1. The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
2. The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

G. Sanctions for Violations. Any violation of the requirements of the provisions of this Section 00120 shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment, cancellation or suspension, in whole or in part, of the Contract by the County, or invoking the enforcement provisions of King County Code 12.16 that provide for penalties, liquidated damages or other remedies, and may result in ineligibility for County contracts.

H. Record-keeping Requirements and Site Visits. The County may visit, after reasonable notice, the Project Site, and Contractor and subcontractor offices to review records related to the solicitation, utilization, and payment to subcontractors and suppliers. This provision includes compliance with any other requirements of this Section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for at least 6 years after Final Acceptance of all work under this Contract, and permit access by the County to the following:

1. Records, including but not limited to written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers on this Contract, including but not limited to data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and

2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.

Assistance with the Requirements of this Section. Obtain copies of KCC 12.16, 12.17, 12.18 and 12.19 at the following link:
http://your.kingcounty.gov/mkcc/clerk/code/15_Title_12.pdf

Address questions related to this Section 00120 by contacting King County Business Development and Contract Compliance (BDCC) Section at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section
Mail Stop: CNK-ES-0350
401 Fifth Avenue
Seattle, WA 98104

SMALL CONTRACTORS AND SUPPLIERS UTILIZATION

A. Policy. It is King County policy that Small Contractors and Suppliers (SCS) have enhanced opportunities to participate in the performance of public works contracts issued by King County, and that Contractors and Subcontractors use Certified SCS Firms to provide materials, supplies, and services on County public works projects.

B. Inquiries and Information Regarding Certified SCS Firms. Inquiries on how to apply for SCS certification, or obtain a list of Certified SCS Firms may be directed to the King County BDCC office by telephone at 206-263-9731. Information about becoming a Certified SCS Firm, or viewing directory of Certified SCS Firms is also available at: http://www.kingcounty.gov/bdcc

C. SCS participation may be as the prime contractor, subcontractor, sub-consultant, manufacturer or supplier. Rules for evaluating participation and utilization of Certified SCS Firms are defined in this section.

D. Definitions. The following definitions shall apply throughout this Section 2.22.

1. "Administrator" means the Director of Finance and Business Operations Division.
2. A "Certified SCS Firm" means a business that has been certified by King County BDCC Section as a Small Contractor or Supplier (SCS) Firm.
3. A "Small Contractor or Supplier" or "SCS" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for SCS certification is available online at www.kingcounty.gov/scscertification

(a) "Supplier" means a business that maintains a stock of material and or equipment for sale or lease to other business entities but does not (1) manufacture the material or equipment, or (2) install, maintain, or use the material and/or equipment at or for the project.

(b) "Manufacturer." means a business that manufactures materials or equipment for sale or lease to other entities to install, maintain or use at or for the project.

(c) For purposes of this Contract a sub-consultant performing design related or professional services shall be considered a Subcontractor.

SMALL CONTRACTORS AND SUPPLIERS (SCS) REQUIREMENTS

A. SCS Utilization Requirement. In accordance with King County Code 4.19 and King County policy to enhance opportunities for Certified SCS Firms in procurement, for this Contract the Proposer shall ensure that it subcontracts at least:

Minimum 17% of the Budgeted GMP to Certified SCS Firms. See Section 3.3.5 2 for details associated with evaluation points for SCS participation. Evaluating & Counting Certified SCS Firm Utilization.

1. SCS Subcontractor or Manufacturer. A Proposer will receive 100% credit towards the SCS Utilization Requirement for work performed by a Certified SCS Firm.
2. SCS Supplier. A Proposer will receive 60% credit towards the SCS Utilization Requirement for the purchase of materials or supplies from a Certified SCS Firm if the firm is a Supplier of materials or supplies only.

VOLUNTARY MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE ("M/WBE") GOALS

A. Voluntary M/WBE Goals. The County has established voluntary goals for M/WBE participation in the work performed under this Contract. For businesses certified as a Minority-owned Business Enterprise (“MBE”), the goal is 10%. For businesses certified as a Woman-owned Business Enterprise (“WBE”), the goal is 6%. "Certified" within this subsection means certified by the Washington State Office of Minority and Women's Businesses as an MBE or WBE, or both.

1. M/WBE participation may be either on a direct basis in response to this Invitation to Bid, or as a subcontractor/supplier to a Proposer, or as a certified SCS firm to a Proposer.
2. No minimum level of M/WBE participation shall be required as a condition for receiving an award. Unless otherwise required by federal statute, regulation, rule, grant, or contract term referenced in the Contract Documents, no Proposer's proposed use, or efforts to contact and solicit bids from M/WBEs will be a factor in evaluating bids for responsiveness or responsibility.
3. During the course of performing the work under the Contract, the Contractor shall report its use of all M/WBE subcontractors and or suppliers by identifying these firms on the List of Subcontractors and Suppliers at all levels on the form provided by the County. *See* Section REQUIRED SUBMITTALS AFTER CONTRACT AWARD AND PRIOR TO CONTRACT EXECUTION and Section REQUIREMENTS DURING CONTRACT PERFORMANCE.

REQUIRED SUBMITTALS AFTER CONTRACT AWARD AND PRIOR TO CONTRACT EXECUTION.

A. The selected Proposer shall submit the following Forms within 20 days after receiving written Notice of Intent to Award:

1. List of known Subcontractors and Suppliers at all levels on the form provided by the County, if required.
2. Apprenticeship Utilization Plan, if required.

REQUIREMENTS DURING CONTRACT PERFORMANCE

A. Compliance. Contractor's compliance with the SCS Utilization Requirements is an essential part of the Contract and a material condition and requirement of the Contract. King County requires that any Certified SCS Firm listed by the Contractor on its Letter of Intent(s) shall be used on the Contract. The County will evaluate the Contractor's compliance with the SCS Utilization Requirement against the Budgeted GMP after Substantial Completion of the Contract for compliance with the overall utilization of Certified SCS Firms on this Contract.

B. Change Orders. If the Budgeted GMP is increased as a result of adding additional work, the Contractor shall take all reasonable measures to ensure that Certified SCS Firms were provided an opportunity to compete and participate in the new work.

C. Evaluating Commercially Useful Function and Counting a Contractor's SCS Utilization.

1. Only Certified SCS Firms performing a commercially useful function according to custom and practice in the industry shall be counted.
2. No credit will accrue for a Certified SCS Firm acting merely as a passive conduit of funds to a Non Certified SCS Firm.
3. A Certified SCS Firm may subcontract a portion of the work provided that the Certified SCS Firm having the contract is actually performing the majority of work (at least 51% of the subcontract amount).
    a. If a Certified SCS Firm is performing at least 51% of the subcontract amount, 100% of the subcontract amount will be counted.
    b. No credit shall accrue to a Certified SCS Firm that subcontracts more than 49% of its work.
4. A Certified SCS Firm that acts as a broker in a transaction shall not count towards the Contractor's SCS Utilization Requirement.
    a. A broker is a firm that does not, itself, perform, manage, or supervise the work of its contract or subcontract in a manner consistent with the standard and customary business practices for contractors or subcontractors in its line of business.
    b. A Certified SCS Firm will be considered a broker if it subcontracts more than 49% of its work.
5. Certified SCS Subcontractor or Manufacturer. The County will count 100% of the subcontract amount for a Certified SCS Subcontractor or Manufacturer provided the Certified SCS Firm is performing a Commercially Useful Function.
6. SCS Supplier. The County will count 60% of the total dollar amount for materials supplied from a Certified SCS Firm.

D. Required Submittals During Work. The Contractor shall collect, submit and update the submittals listed below for itself, all Subcontractors and Suppliers by the 10th of each month for previous month. Such subcontractor information shall be submitted prior to the county processing and paying any progress payment that includes such subcontractor work. **The BDCC Reporting Website (Contract and Apprenticeship Report Tracking System-CARTS) is located at http://www.kingcounty.gov/bdcc. Telephone 206-263-9734 if you require assistance. Report forms are available on the Website.**

1. Updated Subcontractors and Suppliers List. The Contractor shall update its Subcontractor and Supplier Lists with any changes on the Contract electronically using the BDCC Reporting Website.
2. Monthly Utilization Reports. Labor hours (EEO Monthly Reports) shall be completed each month by the Contractor for themselves and each subcontractor for the month electronically using the BDCC Reporting Website.
3. Apprenticeship Utilization Reports. The Contractor shall submit all apprenticeship reports electronically using the BDCC Reporting Website.
4. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid to all King County Certified SCS Firms and, all other subcontractors and suppliers.
5. Final Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the Contractor shall upload a final Affidavit of Amounts Paid electronically using the BDCC Reporting Website. Identify amounts actually paid, and any amounts earned, to each subcontractor firm and/or supplier for work performed on this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

E. Failure to comply with the SCS requirements.

1. King County Code chapter 4.19 and the administrative rules implementing the ordinance are hereby incorporated into this Contract by reference. The Contractor's unexcused failure to comply with the requirements of the ordinance, administrative rules and provisions of subsections 1.02 to 1.06 shall be deemed a breach of Contract. King County may impose liquidated damages, withhold progress payments, and seek any other remedy allowed by law.
2. Before imposing any liquidated damages or withholding payment, the Administrator shall first provide written notice of a potential violation to the Contractor. The Contractor shall have an opportunity to submit a written reply within fifteen (15) days from the date the Administrator's notice of a potential breach is mailed to the Contractor. The Administrator shall notify the Contractor in writing of his or her final determination.

F. Liquidated Damages.

1. The County is damaged when a contract or portion of a contract is not actually performed by an SCS in compliance with the requirements set forth in ordinance, administrative rules and the requirements set forth above. Because the actual monetary amount of such damage is not reasonably calculable, liquidated damages equal to the dollar value of the participation by Certified SCSs lost to the County due to the violation, may be imposed as provided in the Contract using the methodology set forth in 2 below.
2. The following example is for informational purposes only:

   Total contract price is $100,000

   Percentage of total contract price subject to the SCS requirement: 10%

   Dollar amount of total contract price to SCS firms to meet the SCS requirement: $10,000 ($100,000 X 10% = $10,000)

Actual SCS dollar amount reported: $5,000.

Shortfall in SCS Requirement: 5%

Liquidated damages: $100,000.00 ($100,000 X 5% = $5,000)

NOTE: Total Contract Price means Budgeted GMP for this contract.

APPRENTICESHIP PROGRAM REQUIREMENTS

A. Definitions

1. "**Administrator**" means the Director of Finance and Business Operations Division.
2. "**Apprentice**" means a person who has signed a written Apprenticeship Agreement with and enrolled in a training program approved by the Washington State Apprenticeship and Training Council, hereinafter referred to as SAC, to learn a skilled craft or trade as an Apprentice.
3. "**Apprentice Hiring Goal(s)**" means the specific goals established by the County for qualified disabled persons, economically disadvantaged youth, minorities, and women to participate as Apprentices on County public work contracts. These goals shall be expressed as an overall annual goal for all projects subject to the apprenticeship requirements.
4. "**Apprenticeship Program**" means the County's plan for administering King County Code 12.16.150-180 and setting forth compliance requirements for apprentice utilization on selected County public work contracts.
5. "**Apprentice Utilization Requirement**" means the overall percentage of Labor Hours established for the Contract to be worked by Apprentices. This requirement is expressed as a percentage of the total Labor Hours for the Contract.
6. "**Apprenticeship Utilization Plan**" means a plan submitted to the County by the contractor that outlines how the Apprentice Utilization Requirement will be met.
7. "**Best Efforts**" or "**Good Faith Efforts**" means the strongest possible efforts that Contractors and its subcontractors can reasonably make to meet the Apprentice Utilization Requirement and goals established for each public work contract selected for participation in the Apprenticeship Program.
8. "**Disability**" means any physical or mental impairment that substantially limits one or more major life activities.
9. "**Economically Disadvantaged Youth**" means a person 18-24 years old whose annual family income is at or below the income guidelines for Federal Free or Reduced Lunch Programs, and who have significant barriers to employment, as defined by the Federal Workforce Investment Act.
10. "**Labor Hours**" means the total number of projected hours or actual hours to be worked or that have been worked by workers receiving an hourly wage who are directly employed on the site of the public works project. Labor Hours shall also include hours worked by workers employed by subcontractors on the project. Labor Hours shall not include hours worked by supervisors, professionals, or clerical workers.

11. "**Minority or Minorities**" means a person who is a citizen of the United States and who is a member of one or more of the following historically disadvantaged racial groups:

(a) Black or African American: Having origins in any of the Black racial groups of Africa;

(b) Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin;

(c) Asian American: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or

(d) American Indian or Alaskan Native: Having origins in any of the original peoples of North America.

12. "**Qualified Disabled Person**" means a person with a disability that, with reasonable accommodation, can perform the essential functions of the job in question.

B. Policy and General Requirements. In accordance with King County Code 12.16.150-180, which is incorporated herein by this reference, King County has established certain Apprentice Utilization Requirements for this Contract.

1. Specifically, the Contractor shall:

(a) Utilize apprenticeship training programs registered with the Washington State Apprenticeship Training Council ("SAC").

(b) Meet the overall Apprentice Utilization Requirement established for this Contract unless reduced pursuant to King County Code 12.16.160.

(c) Encourage participation by all subcontractors working on the project, with distribution across trade/craft where feasible, and where approved by the County.

(d) Ensure that Best Efforts are made to meet the specific Apprentice Utilization Requirement.

2. If the Contractor is failing to meet the Apprentice Utilization Requirement during the term of the Contract, the Contractor shall work with resource-based organizations such as the Seattle/King County Building and Construction Trades Council to identify additional sources of Apprentices.

3. Questions concerning compliance with these requirements, including utilization and submittal requirements shall be directed in writing to PCSS at 401 Fifth Avenue, Third Floor, M/S CNK-ES-0340, Seattle, Washington 98104. If appropriate, such questions may be treated as requests for interpretation and answered by addenda to the Proposal Documents.

C. Apprentice Utilization Requirement.

1. Pursuant to King County Code 12.16. 150-180, King County has established a minimum **Apprentice Utilization Requirement of 15%** for this Contract. (Apprentices shall work 15% of the Trade or Craft Labor Hours for this Project). The Contractor and Subcontractors shall use Apprentices at every opportunity. Apprenticeship Hiring Goals for this contract shall include hiring goals for women and minorities as identified below.

2. For purpose of this Contract, Trade or Craft Labor Hours does not include Supervisorial, Managerial, or Design and Engineering services.

3. The Contractor shall require each of its subcontractors to comply with the requirements of the Apprenticeship Program. Each Proposer shall notify each proposed subcontractor of the Apprentice Utilization Requirement for this project. Upon request, the Contractor shall submit written verification from each of its proposed subcontractors that the proposed subcontractor has been notified of the Apprenticeship Program requirements. The proposed subcontractors shall also submit written statements to the Contractor that indicate whether they will use Apprentices on the project.

4. The Contractor shall ensure compliance with the apprenticeship training standards for each trade or craft that is utilized, as set forth by the Washington State Apprenticeship and Training Council (SAC).

D. Apprentice Hiring Goals.

1. Hiring Goals shall be as follows:

(a) Qualified Disabled Persons	2% of the Apprentice Utilization Goal
(b) Economically Disadvantaged Youth	7% of the Apprentice Utilization Goal
(c) Minorities	21% of the Apprentice Utilization Goal
(d) Women	25% of the Apprentice Utilization Goal

E. Reporting Requirements.

1. Apprenticeship Utilization Plan, if required.

(a) The Contractor shall submit an Apprenticeship Utilization Plan to the County for approval, upon request, but no later than twenty (20) days following Notice of Intent to Award, if required. The Apprenticeship Utilization Plan submitted by the Contractor shall demonstrate the distribution of Apprentices across the trades and crafts wherever feasible. King County may withhold progress payment from the Contractor if the plan is not approved. The Plan shall include the following elements:

(i) An estimate of the total contract Labor Hours by trade and craft to be worked by the Contractor and all subcontractors.

(ii) An estimate of the total Labor Hours in each trade or craft to be worked by Apprentices and journey workers, and the anticipated dates when the work will start.

(iii) A list that contains the names of all proposed subcontractors who will perform work on this Contract.

(iv) Specific efforts proposed by the Contractor and all subcontractors to achieve the Apprentice Utilization Requirement.

(v) A rate of participation in each trade and/or craft, and an overall rate of participation that is not less than the Apprentice Utilization Requirement.

(vi) King County encourages the Contractor to include in the Apprenticeship Utilization Plan an estimate of the projected labor hours that will be performed by qualified disabled persons, economically disadvantaged youth, minorities, and women as Apprentices.

(b) King County reserves the right to request revisions to the Contractor's Apprenticeship Utilization Plan and to withhold final approval of the plan until such time as the information contained in the plan meets the requirements of this section.

2. Apprentice Utilization Report (AUR).

(a) The Contractor shall submit to the County an AUR on a monthly basis. The Contractor shall submit the AUR by the 10th of each month to report Apprentice utilization for the previous month. The Contractor shall also submit AURs for all its sub-contractors by the 10th of the month. The County may withhold progress payments to the Contractor for failure to provide AURs as specified in this section. The Contractor shall submit all AURs electronically using King County Business Development and Contract Compliance Reporting Website. Contact the Business Development and Contract Compliance Section at 206-263-9734 for assistance with the reporting website.

(b) King County may visit at any time the work site(s) to determine the actual employment levels of Apprentices. The Contractor and the subcontractors shall provide every assistance requested by King County during such visits.

3. Changes in the apprenticeship utilization plan or apprentice utilization requirement. If, during the term of the Contract, the Contractor determines that it will be unable to comply with the Apprenticeship Utilization Plan or the Apprentice Utilization Requirement, the Contractor shall make a written request for a reduction or modification of the Requirement to the County consistent with King County Code Section 12.16.160(B). To the extent that the request is based upon King County Code Section 12.16.160(B) (1), the request shall include written documentation of the Contractor's Best Efforts and inability to utilize Apprentices registered with SAC. Documentation provided by the Contractor must clearly demonstrate that the requested numbers of Apprentices or candidates for apprenticeship are not available to meet the Apprentice utilization percentages.

4. Best efforts.

(a) The Contractor shall ensure that Best Efforts are made to meet the Apprentice Utilization Requirement. In fulfilling the Best Efforts requirement, the Contractor shall, at a minimum, take (or, where appropriate, require its subcontractors to take) the following steps:

(i) Contact SAC approved program sponsors to request Apprentices and notify the sponsor that this effort is in regard to the County's Apprenticeship Program.

(ii) If Apprentices are available, proceed with the hiring process.

(iii) If Apprentices are not available through SAC approved program sponsors, contact other recruitment/referral agencies, including, but not limited to the Apprenticeship Opportunities Project and Seattle Vocational Institute and request such candidates for the SAC apprenticeship program. If Apprentice candidates are available through these agencies, request direct entry into the SAC approved apprentice program and, proceed with the hiring process, and provide appropriate documentation to King County.

(iv) If direct entry of the candidate(s) into the SAC approved apprentice program is denied, request documentation of the denial from the SAC approved program. Forward this documentation to King County.

(v) If Apprentice candidates are not available through recruitment/referral agencies, including, but not limited to the Apprenticeship Opportunities Project and Seattle Vocational Institute, request documentation of the unavailability from the recruitment/referral agencies and pursue any other reasonable recruitment methods including, but not limited to advertising in appropriate news media. Forward documentation of contacts with recruitment/referral agencies and other efforts to recruit targeted Apprentices to King County.

(vi) If Apprentices are not available, document the request and obtain documentation from the SAC approved program sponsor of the fact that such persons are unavailable. Forward this documentation to King County with the next monthly AUR submittal, due by the 10th of each month.

(b) The Administrator will evaluate the request for a reduction or modification in accordance with the provisions of King County Code Section 12.16.160(B). If appropriate, the administrator shall direct that a change order be prepared by the County reducing the Apprentice Utilization Requirement. If the Administrator determines that a reduction in the Apprentice Utilization Requirement is not justified, the Administrator shall provide a written response of its denial to the Contractor within ten (10) days from the date of receipt of the Contractor's written request.

F. Failure To Comply With The Apprenticeship Requirements.

1. Unless otherwise determined by the Administrator, in accordance with the standards established in King County Code 12.16.150-180, failure by a Contractor to comply with the Apprenticeship Program requirements shall be deemed a breach of Contract for which the County shall be entitled to all remedies allowed by law and under this contract. In the event the Contractor and/or its subcontractors fail to comply with the Apprenticeship Program requirements, King County may withhold progress payments, assess liquidated damages, and seek any other remedy allowed by law. Failure to comply with the apprenticeship utilization requirements may be considered evidence bearing on a contractor's qualification for award of future Contracts. The Contractor may be debarred from being awarded King County contracts for a period not to exceed two years from the date of the Notice of Completion and Final Acceptance of this contract. The debarment procedures shall ensue as specified in King County Code 12.16.115. The following shall be considered in any debarment proceedings:

(a) The Contractor's degree of compliance with the apprenticeship requirements of current and previous King County contracts.

(b) The Contractor's Best Efforts to meet the apprenticeship requirement.

(c) The Contractor's contacts with approved apprenticeship training programs, such as ANEW, Apprenticeship Opportunities Project, the Seattle Vocational Institute, and the Washington State Apprenticeship and Training Council.

(d) Neither the provisions of any collective bargaining agreement, nor the failure by a labor union or referral agency with whom the contractor or subcontractor have a collective bargaining agreement, to refer workers shall excuse the contractor's obligation to comply with the Apprentice requirements established for this contract in accordance with King County Code 12.16.150-180.

G. Liquidated Damages. This Contract hereby incorporates by reference King County Code 12.16 150-180 (King County Apprenticeship Program). The unexcused failure of the Contractor or any subcontractor to comply with any of the requirements of K.C.C. 12.16 150-180 shall be a breach of contract. The purpose of King County's Apprenticeship Program is to provide the region with a well-trained work force. King County in general, and its Apprenticeship Program in particular, are damaged when Apprentice participation and training does not occur at the required levels. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the prevailing wage rate, including benefits, for 1st year general laborer Apprentice at the time of contract execution shall exist, for every short fall hour of Apprentice participation. This will fairly compensate King County for resulting delays in carrying out the purpose of the Apprenticeship Program, the costs of meeting utilization Requirements through additional contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation. The following example is for informational purposes only:

For this example assume the labor rate is $20.98

Total labor hours subject the apprenticeship requirement 10,000

Total labor hours to meet the apprenticeship requirement 1,500 (10,000 X 15% = 1,500)

Actual Apprentice hours reported: 1,000.

Shortfall in Apprentice hours: 500

Liquidated damages: $10,490.00 (500 hours X $20.98 = $10,490.00)

2.23 INSURANCE REQUIREMENTS

A. Contractor's Insurance.

1. Prior to Contract execution, the Contractor shall provide to the County Certificates of Insurance and Endorsements acceptable to the County meeting the requirements of the Contract (specific insurance coverage limits are set forth below). Coverage shall be maintained without interruption from the commencement of the Contractor's Work until Final Acceptance, or for such longer time as required by the Contract. Each policy obtained by Contractor shall be endorsed to provide County with 45 days notice of material changes to or cancellation of such policy.

2. If the scope of Work is significantly expanded, or if the aggregate limits on any of the Contractor's policies are eroded, the County may require Contractor to obtain additional coverage or reinstate eroded coverage. If the need for additional coverage is due to the fault of the Contractor or any of its Subcontractors, the Contractor shall be responsible for the cost of such additional coverage or any of its Subcontractors coverage. The Contractor shall provide proof of additional insurance required because of changed Work (Change Orders).

3. If the Contractor is required to correct damaged, defective or incomplete Work after Final Acceptance, it shall obtain at its own expense such insurance coverage as is required by the Contract, for the construction period. Such coverage shall be maintained throughout the period in which corrective work is performed.

4. Review of Contractor's insurance by County shall not relieve or decrease the duty of the Contractor to comply with the requirements of the Contract Documents.

5. Nothing contained within these provisions shall affect and/or alter the application of any other provision within this agreement.

B. Waiver of Subrogation

1. The Contractor waives all rights against the County, County's consultants, or any separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

C. Evidence of Insurance.

1. The Contractor shall furnish the County with Certificates of Insurance and endorsements required by this Contract. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date of the policy. The Contractor shall, upon demand of King County, make available to King County, in King County, certified copies of all such policies of insurance required in this Contract. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Contractor's work hereunder. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligation hereunder.

2. All subcontractors shall be required to include the County and Contractor as additional insureds on all Liability policies except Workers' Compensation and Professional Liability Errors and Omissions.

D. Minimum Scope and Limits of Insurance.

1. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than six (6) years from the date of completion of the work which is the subject of this Contract Insurance coverage shall be at least as broad as stated below and with limits no less than:

(a) **General Liability**. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering COMMERCIAL GENERAL LIABILITY. $15,000,000 combined single limit per occurrence and for those policies with aggregate limits, a $15,000,000 aggregate limit.

(i) Products-Completed Operations coverage shall continue for a period of six (6) years from the date of Substantial Completion and additional

insured status for Products-Completed Operations coverage shall extend for a period of six (6) years after the date of Substantial Completion.

(b) **Explosion & Collapse, Underground Damage (XCU)**. Coverages shall apply for the same limits as the General Liability. Evidence of Insurance must specifically state coverage has not been excluded.

(c) **Automobile Liability**. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. $5,000,000 combined single limit per accident. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90.

(d) **Workers' Compensation**. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

(e) **Employer's Liability or "Stop Gap**". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

(f) **Builder's Risk/Installation Floater**. The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by King County, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood. The policy shall be endorsed to cover the interests, as they may appear, of King County, Contractor and subcontractors of all tiers with King County and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by King County, the Contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

(g) **Professional Liability Errors and Omissions**. $20,000,000 per claim/aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions shall be provided. Coverage shall include an extended reporting period of six (6) years.

(h) **Pollution Liability**. Contractor shall provide Contractor's Pollution Liability coverage in the amount of $5,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean up costs and the loss of

use of tangible property that has not been physically injured or destroyed. If Asbestos, Lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of Asbestos, Lead and/or PCB operations. Evidence of Insurance must specifically state that coverage is included.

E. Deductibles/Self-Insured Retentions.

1. Any deductibles or self-insured retention's must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

F. Other Insurance Provisions.

1. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

   (a) With respect to all Liability Policies except Professional Liability and Workers Compensation:

      (i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent and Additional Insured status for Products-Completed Operations coverage shall extend for a period of six (6) years after the date of Substantial Completion.

      (ii) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and representatives. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, agents and representatives shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

      (iii) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

      (iv) A Per Project Aggregate shall apply to the General Liability policy.

   (b) For Protection and Indemnity Insurance the Contractor shall waive all rights of subrogation against the County.

G. Acceptability of Insurers.

1. Unless otherwise approved by the County:

   (a) Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

   (b) Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+; VII.

2. If at any time the foregoing required policies shall fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

H. Subcontractors.

1. The Contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

I. Job Site Safety.

1. The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state, and local safety regulations governing the job site, employees and subcontractors. The Contractor shall be responsible for subcontractor's compliance with these provisions.

2.23 PRE-PROPOSAL KICK-OFF MEETING

A. A Pre-Proposal meeting will be conducted with the County at the King County - Courthouse Seattle, Washington, with the Proposers.

B. The pre-proposal meeting with the Proposers is scheduled for December 18, 2013 and will last approximately 3 hours. This meeting will provide an overview of the procurement process, informal venue for the project team to share their vision of the facility, conduct a questions and answers session.

C. A representative from the Design-Builder should be present at the Pre-Proposal Meeting. Other members of the Proposer's team may attend as the Proposer requires.

D. Pre-Proposal Kick-off meeting: Wednesday, December 18, 2013, 9:00 a.m. – Noon at the King County Courthouse, 501 Third Ave, Room W-312, Seattle, WA 98104.

2.23.1 POST PRE-PROPOSAL QUESTIONS:

A. Questions and Answers raised during the pre-proposal kick off meeting will be documented and issued as addenda to all of the Proposers.

B. Post meeting questions shall be submitted in writing to the Contract Specialist as identified in Section 2.6 Communications.

C. Except for communications expressly permitted by the RFP, the Proposers shall not discuss the RFP with other County staff members or County consultants involved with the Project before Contract Execution or cancellation of the RFP. Any Proposer engaging in such prohibited ex-parte communications may be disqualified at the sole discretion of the County.

D. Communications must include a reference to the RFP number and, where appropriate, to a specific paragraph of the RFP.

2.24 PRE-PROPOSAL - PROPRIETARY MEETINGS

A. The County will invite each Proposer to participate in Proprietary Meetings with the County and its representatives or consultants, with the anticipated dates for such meetings set forth in the Procurement Schedule.

B. Each meeting would be private, in that only one Proposer would meet with the County at a time.

C. The purpose of the Proprietary Meetings is to give each Design-Builder, in a confidential setting, an opportunity to ask questions and discuss concerns related to the Project, details of the Project scope, and administrative procedures.

D. The Proprietary Meetings afford the Proposer the ability to present their design concepts and ask the County questions to help prepare their proposals to the RFP and for the Evaluation Committee to meet and become familiar with key members of the proposed Proposers and their design concepts. The County will notify each Proposer of the anticipated dates and time for the Proprietary Meetings. The Proposers will be responsible for paying all of their own expenses associated with the Proprietary Meetings.

E. The meetings are also intended to enable the County's staff to express, among other things, whether the Proposer is pursuing an approach that will not meet the RFP Documents or is otherwise unacceptable to the County.

F. The proprietary meetings may include the opportunity for the Proposer to present inventive and creative ideas for the County to consider within the stated Budgeted GMP.

G. While the discussions in these Proprietary Meetings are intended to be confidential, nothing shall preclude the County from exercising any rights that it may have under this RFP, including the right to issue a clarification or revision of the RFP, or an Addendum, as a result of what is discussed in such meetings.

H. The Proposer sets the agenda for each Proprietary Meeting including the responsibility to keep minutes of each meeting. One week ahead of each Proprietary Meeting the Proposer shall issue an Agenda to the County's Contract Specialist. Along with the Agenda, the Proposer shall include a list of questions to be asked in the meeting. This will afford the County time to prepare answers to the questions and to have any necessary County technical experts available to attend the meetings. The County reserves the right to incorporate additional agenda items into the Proprietary Meetings.

I. The Proposers will be required to provide Proprietary Meeting minutes to document and confirm acknowledgement of proprietary concepts and clarifications. It is understood that the Proprietary Meeting minutes prepared by the Proposer will not alter, or reduce in any way, the requirements contained in the RFP. Proprietary Meeting minutes will be kept strictly confidential between the County and the Proposer. The County reserves the right to record proprietary meetings.

J. Within five (5) calendar days after the Proprietary Meeting, the Proposer shall send the County a copy of the meeting minutes for review and possible clarifications to the meeting minutes. All meeting minutes must be approved by the County.

K. The Proposer shall include with its final Proposal submittal, a copy of the County approved meeting minutes for each Proprietary Meeting.

3.0 SUBMITTAL REQUIREMENTS - PROPOSAL CONTENT, FORMAT AND DELIVERY

3.1.1 ANTICIPATED DUE DATE, TIME AND LOCATION

A. Sealed Proposals are to be submitted to the County at the address below no later than **4 P.M. on April 4, 2014**.

B. Each Proposal Package will be time and dated stamped by County's Procurement & Contract Services Section upon receipt.

C. The time of receipt will be determined by the County's Procurement Services Section date stamp at:

King County Finance and Business Operations

Attn: Darren Chernick

Division Procurement & Contract Services Section
401 Fifth Avenue, 3rd Floor, Chinook Building
Seattle, Washington 98104

D. Each Proposer shall submit its Proposal in one or more sealed envelopes, boxes, or other containers (referred to herein as "Proposal Package").

E. The County will not accept Proposals by facsimile or electronic transmission. Any Proposal that fails to meet the deadline or delivery requirement will be rejected and returned to the Proposer without having been opened, considered, or evaluated.

3.1.2 CONTENTS OF THE PROPOSAL

A. The Proposal shall contain the sections listed in Table 3.1.2 below, and shall respond fully to all applicable requirements of the RFP. The Proposal shall be a concise presentation of the approach to the Project without the inclusion of ancillary or non-critical detail.

Table 3.1.2 - Contents of the Proposal

TECHNICAL PROPOSAL (Sections 1 thru 10 and Appendix A)
A. MANAGEMENT
Section 1 - Executive Summary Letter
A) Executive Narrative
B) Certification of Truth and Correctness of the Proposal
C) Signature(s)
D) Recent and Current Workload discussion
Section 2 – Proposer 's Approach to Management of the Project
A) Project Management Approach Narrative
B) Organizational Structure and other key personnel– Org Chart(11x17 inches)

C) Subcontractor Management Approach Narrative
D) Quality Management Approach
1) Quality Policy Statement
2) QA/QC Organization
3) Quality Process for Design
4) Quality Process for Fabricated Items and Construction
E) Risk Management
1) Risk Management Narrative
2) Draft Risk Register
3) Approach to Managing Escalation
F) Apprenticeship Utilization Plan
Section 3– Approach to Construction Management
A) Construction Phasing
B) Schedule Management
Section 4 – Financial Capacity
B. DESIGN
Section 5 – Design
A) Design Concept 1. Site Concept 2. Building Concept 3.Parking Garage Concept 4. Phase 2 Concept
B) Quality of Materials and Systems
C) No Cost Test Fit (18 x 24 inches)
D) LEED
1) LEED Gold Scorecard

C. COST
Section 6 – Guaranteed Maximum Price
A) GMP & Upset Amount Determination (Form B)
B) Price Proposal (Form C)
Section 7– Voluntary Betterments
D. ADMINISTRATIVE REQUIREMENTS
Section 8 – Project Labor Agreement
To Be Determined
Section 9 – Small Contractor and Suppliers (SCC) Requirements
E. FINAL PRESENTATION
Section 10 – Final Proposal Presentations and Interviews
No submittals allowed.
Appendix A – Proposer Information, Forms and Certifications
Form A - Proposal Stage Memorandum of Understanding
Form B – GMP & Upset Amount Determination
Form C – Price Proposal Form
Form D - Owner Requested Betterments
Form E - Commitment To Meet SCS Utilization Requirement
Form F - Confidentiality Agreement For As-Built Documents
Form G – Commitment To Meet PLA Requirements - TBD
Form H - Commitment Letter From Surety
Form I - Commitment Letters from Insurers

Form J - County approved Proprietary Meeting minutes – Meeting 1.
Form K - County approved Proprietary Meeting minutes – Meeting 2.
Form L - County approved Proprietary Meeting minutes – Meeting 3.
Form M - Contract, Regulatory, And Criminal History Review Of Proposer
Form N - Authorization For Criminal History Reference Check
Form O - Commitment To Meet Apprenticeship Requirements
Form P - Information Sheet For Shell And Core New Phase 2 Area

3.1.3 FORMAT RFP PHASE - SUBMITTALS DOCUMENTATION

A. For the purpose of this RFP the term "Submittals" shall mean all documents to be prepared and submitted by the Proposer.

B. Clear and Concise Submittal: Utilizing the format prescribed below, Proposers are to provide the requested information in a brief and succinct manner ensuring that the information is clearly and concisely written. Lengthy narratives containing extraneous information are discouraged. All information shall be submitted in English.

C. RFP submittals that do not follow these Instructions, or otherwise include documentation that is difficult to read, may result in disqualification or a lower evaluation rating. The RFP Submittals shall comply with the following format requirements.

D. "RFP Submittals" should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.

E. The Proposal must be packaged in sealed packages clearly displaying the Proposer 's name, contact person, and address on the outside of each Proposal package and labeled as follows:

PROPOSAL FOR KING COUNTY CHILDREN AND FAMILY JUSTICE CENTER PROJECT (CONTRACT NO. C00863C13)
Package_____of _____

F. The Proposer shall submit one (1) original unbound set of documents within a box or envelope marked "Originals". The original and copies of the RFP Submittals shall be indexed with tabs for each section as specified within Section 3.1.2 "Contents of the Proposal". Provide twenty five (25) copies of the proposal in spiral bound format (unless otherwise noted), provide one unbound copy of the Proposal, and provide one (1) electronic set of the Proposal.

G. The RFP Submittal is not limited to a maximum number of pages, however, the Proposer shall use reasonable judgment in this respect to adequately respond to the RFP.

H. All signatures on all documents, originals and copies, must be original signatures in ink and in a color other than black. Preference is for blue ink.

I. All information in the Proposal shall be submitted on 8.5-inch by 11-inch paper, except charts, exhibits, and other illustrative and graphical information, which may be submitted on 11-inch by 17-inch paper or 18 inch by 24 inch. Folding of the paper to 8.5-inch by 11-inch size, with the title block showing, is acceptable but not mandatory. Text for

the Proposal narrative technical sections shall use Arial font. RFP text shall be in ten (10) points or a maximum of twelve (12) points in height, single spaced.

J. The information provided in the RFP shall be easily reproduced by normal black and white photocopying machines.

K. No written text or graphics shall be incorporated on dividers used to organize the SOQ, except the label on the tab.

L. Covers shall contain the Project Name, Contract Number, name of Proposer and date. All costs incurred in the preparation of the SOQ shall be borne by the Proposer.

M. No text, charts, tables, graphical information, or other substantive content shall be printed within 0.75 inches of any page edge. Any other materials shall be presented in a readable format. The Organization chart must be readable and all dimensional information provided in the Proposal shall be in English units.

3.1.4 APPENDICES

A. Use an Appendix for all other documents not otherwise noted within Section 3.1.2 "Contents of the Proposal"

B. Proprietary Meeting Minutes. Proprietary Meeting minute shall be placed within the Proposal Appendix and noted on the Proposal Table of Contents.

C. The Proposal Table of Contents shall have a listing of all other items placed within the Appendix.

3.2 DISQUALIFICATION

A. Failure to use sealed packages and envelopes or to properly identify and label any Proposal package may result in an inadvertent opening prior to the appointed time and place, and it may result in disqualification of the Proposal.

B. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal that result from such inadvertent opening, if the County determines that the Proposer did not follow the instructions in this RFP.

C. It is Proposer's sole responsibility to ensure that its Proposal is received as required. Proposals received after the Proposal Date will be rejected without consideration or evaluation. Proposers shall provide responses to all information requested in the RFP. Failure to respond or to provide requested information may result in a determination by the County, in its sole discretion, that a Proposal is non-responsive.

3.3 TECHNICAL PROPOSAL

3.3.1 GENERAL

A. The Technical Proposal shall include concise narrative descriptions and graphic illustrations, drawings, charts, technical reports, and calculations that will enable the County to clearly understand and evaluate both the capabilities of the Proposer and the characteristics and benefits of the proposed Work. In submitting their Proposals, Proposers are required to ensure that they demonstrate a commitment to the Owner's Project Criteria, all requirements identified in the RFP and provide mitigation strategies that are likely to contribute to a reduction in risk to the County. The degree of apparent commitment towards achieving the Project Goals will be weighted heavily by the County when evaluating all sections of the Proposal.

B. The Technical Proposal should be organized to address the items listed in this Section and address the evaluation factors set forth in paragraph 4.2 of this Section. The Proposer shall use tabbed dividers to separate the contents of the Technical Proposal.

3.3.2 MANAGEMENT

1. EXECUTIVE SUMMARY (SECTION 1)
(Pass/Fail)

A. Submit an Executive Summary that demonstrates the Proposer's overall approach to the Project. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer and its ability to satisfy the financial and technical requirements of the Project.

B. The authorized representatives of the Proposer's organization must sign the Executive Summary. The Executive Summary must certify the truth and correctness of the contents of the Proposal.

C. Within the Executive Summary the Proposer shall discuss their past, current, and projected workloads and explain to the County how such projections will impact their ability to perform the Work.

2. PROPOSER'S APPROACH TO MANAGEMENT OF THE PROJECT (SECTION 2) (1000 Points)

A. Excellent project management is essential to managing the Project's risk and meeting and exceeding the County's Project requirements. The County is seeking a Design-Build team that is sufficiently experienced and properly organized to efficiently deliver a quality product on time and within budget.

B. This requires a dedicated organization with clear lines of communication and authority, a well-qualified staff, effective administration, and comprehensive plans for the management of the work, safety, quality, risk, environmental compliance and public information. Section 2 of the Proposal shall provide a comprehensive description of the Proposer's approach to managing delivery of the Project.

C. Section 2 shall address, (A) the Project Management Approach, (B) the Organizational Structure and Key Personnel, (C) the Subcontractor and Labor Management Approach. (D) the specific discussion of Quality Management, and (E) Risk Management with specific reference to Geotechnical, Environmental Risk, operating facility impacts and 3rd Party Neighborhood Impacts.

1. Project Management Approach (300 Points)

Proposer is required to provide a written narrative which discusses in detail the following items:

(a) A description of the Proposer 's approach to the interrelationships among project management, design, construction, risk, safety, environmental, quality, and public information organizations;

(b) The Proposer's concept of design management including a discussion of the organizational structure of the design team, the roles and responsibilities of the key staff, and the total staffing required for design;

(c) A description of Proposer's approach to addressing constructability, durability, maintainability, and environmental protection in the design process;

(d) A description of how design personnel will interface with the construction organization;

(e) The plan for the completion of the preliminary design and engineering, including limits on work prior to NTP.

(f) The plan shall include a discussion for the integration of County personnel, with respect to:

(i) Preliminary design and continuation of the geological and environmental process. Reference Section 2.10.

(ii) Completion of design efforts including design review participation by stakeholders.

(iii) 1% for Arts integration into the design process. Reference Section 1.6.1.

(iv) Communications Plan. Reference Section 1.6.2.

(v) Phased Construction of the Project.

(g) A description of the construction management concept to be used, including the interface with the quality control and quality assurance organizations;

2. Organizational Structure and Key Personnel (100 Points)

(a) **Submit** an organizational chart demonstrating the basic structure of the Proposer's organization, roles of each applicable sub-organization, and integration of the sub-organizations.

(i) The organization charts above shall indicate the key positions within the Proposer's organization. The Proposal should designate the individuals assigned to those key positions, to the extent that they are known at the time of the Proposal. At a minimum, the organizational charts should show the positions of the Key Personnel identified in the SOQ and the following individuals. For each of the following individuals provide a resume demonstrating experience for informational purposes only. The resumes are not to be scored as part of the RFP Process.

1) Lead Structural Engineer
2) Lead Parking Garage Designer
3) Lead Security Electronics Engineer
4) Lead Landscape Architect
5) Labor Relations Administrator
6) Safety Officer
7) BIM Specialist
8) Environmental Specialist
9) Lead Civil Engineer
10) LEED Administrator
11) Lead Scheduler
12) Audio Visual Lead
13) Acoustical Engineer
14) Design-Builder's Lead Commissioning Coordinator

(b) Team Continuity and Changes to Organizational Structure:

At the time of Proposal submittal the Proposer shall affirm that the Key Personnel and the key subcontractors identified within their Statement of

Qualifications have not changed. Key Personnel and the key subcontractors may not at any time be removed or replaced during the procurement process and prior to Contract Execution without the written approval of the County. Any substitutions proposed by a Proposer shall be provided in writing prior to the submission of their Proposal. This substitution request shall include a justification for the substitution and an explanation how they meet all applicable requirements of the RFQ/RFP. The County will use the criteria specified in the RFQ/RFP to evaluate whether the proposed substitution is acceptable to the County. Any substitution request which does not meet the requirements of the RFQ/RFP may result in a lower Proposal score.

(i) Letter of Interest must contain a statement committing to maintain the evaluated design team Key Personnel and Key Subcontractors intact through completion of the design process.

3. Subcontractor and Management Approach (100 Points)

(i) Discuss the Proposer's intended strategies for the management of subcontractors to ensure quality and timeliness in the progress of the Work. The narrative shall designate a Subcontractor Manager who shall be responsible to ensure compliance with the requirements listed above.

(ii) Submit a narrative that presents the Design-Builder's approach to administration of the Contract requirements related to SCS participation, and Apprenticeship Participation.

4. Quality Management Approach (300 Points)

(a) **Submit** a narrative of the Quality Management Approach for design and construction. The Quality Management Approach should summarize the Quality Management Plan that will be used on the Project. Contents of the Quality Management Approach should include, at a minimum, the following:

(i) QA/QC define

1) Quality Policy Statement: Provide an executive summary of the Proposer's QA/QC Policy.

2) Outline the Proposer's QA/QC Organization. Identify the key positions on the Proposer's team, including subcontractors and sub-consultants, and those positions with stop work authority. Include an estimate of the number of staff members that will be utilized in each position. Include required certifications and appropriate accreditations for each position.

3) QA/QC Process for Design: Outline the quality control and quality assurance process for design. Address the specific processes or steps to ensure: a process for independent checking of design Work, the design meets the requirements of the contract, environmental protection, constructability of the design, life-cycle analysis, and all elements of the completed Project will be fit for use for the intended function, including durability and maintainability.

4) QA/QC Process for Fabricated Items and Construction: Describe the specific role of the Quality Control and Quality Assurance organizations within the Design-Builder's quality process for fabricated items and construction., such as building envelope testing, lighting levels in the courtrooms, water intrusion testing, and other such items. Include a discussion of the proposed mock-ups (e.g. Courtroom layout with bench,

Detention Central Control and Detention detainee living quarters/rooms, etc.) to be utilized to ensure quality installations.

5. Risk Management (150 Points)

(a) **Submit** a draft Project Risk Register to show the Initial Project Risks from the Design-Builder's perspective. For each risk in the register, indicate the nature of the risk and the proposed mitigation measure. Also identify any residual risk that may remain to the County.

(b) Address specifically, either in the Project Risk Register or in a separate narrative: Management of Environmental Risks, such as Construction Compliance, Noise Management, and Compliance with 3rd Party Risks, such as:

(i) Coordination with the City of Seattle and the Youth Services Center County management authorities, especially with regard to the management of traffic and noise impacts during construction.

(ii) Liaison with the City of Seattle including SDOT, the Fire Marshal and other Agencies.

(iii) Coordination with private utility and building owners potentially impacted by the Work; and,

(c) Address the approach to managing labor and material escalation within the overall GMP.

6. Apprenticeship Utilization Plan (50 Points)

(a) APPRENTICESHIP UTILIZATION: The Proposers will be required to submit an Apprenticeship Utilization Plan during the RFP process. The Apprenticeship Utilization Plan which shall demonstrate a 15% Apprenticeship Utilization commitment. Distribution of Apprentices shall be across the trades and crafts wherever feasible.

3. APPROACH TO CONSTRUCTION MANAGEMENT (SECTION 3)
(1000 Points)

A. Construction Phasing (500 Points)

1. Narrative: Describe in detail the Proposer's approach to managing the overall construction sequence. Include approach to coordinate the construction with the Owner's ongoing, 24/7 operations, parking and traffic management for both the Owner and Prime Contractor, and site utilization

2. Graphical Illustrations: Provide sufficient graphical illustration and/or plans that clearly identify the Proposers phasing sequence. Plans and illustrations must clearly indicate how the Owner's operations will function during the construction operations for each phase, identify separate Owner (public and staff) and Contractor parking locations, Contractors offices and material storage areas, and traffic entries and exits

B. Schedule Management (500 Points)

1. Submit a logic-driven Preliminary Baseline Contract Schedule prepared by the Critical Path Method (CPM). The Preliminary Baseline Contract Schedule shall be provided on 11-inch by 17-inch paper, and at a minimum, shall show the activities identified below logically grouped.

Notice to Proceed with Phase 1A (Courthouse & Detention)
Substantial Completion Phase 1A (Courthouse & Detention)
Owners Commissioning and Move-In
Notice to Proceed with Phase 1B (Parking Structure)
Substantial Completion Phase 1B (Parking Structure)
Final Acceptance of the Contract

2. For purposes of developing your schedule Substantial Completion for Phase 1A and 1B means:

(a) Proposer's schedules shall demonstrate understanding of the overall design and construction process including review times for County staff and stakeholder involvement in the design process.

3. No benefit is gained, in the evaluation of Proposals, for completing the work earlier than the dates provided in the Contract.

4. The Panel will evaluate the Proposer's ability to construct and complete the Project in a timely manner in accordance with the requirements set forth within the RFP documents.

5. Coordination of Activities During On-going Facility Operations: The Panel will evaluate the Proposer's approach to coordination of construction activities with on-going County operations at the site.

6. Submittal Information:

(a) The Proposer shall provide a preliminary project schedule that includes the major activities and critical path(s) necessary to implement their Proposal in order to construct and complete the Project in a timely manner in accordance with the requirements set forth within the RFP documents and the proposed construction phasing sequence. The proposed schedule shall be broken down **in calendar days** and in sufficient detail (as shown below in Schedule Activities & Milestones) to show the sequence and continuity of design and construction from the first Notice to Proceed through Final Acceptance of the Contract. Completion dates for all phases and milestones of work shall also be identified in the preliminary project schedule.

(b) The Proposer shall provide a narrative which explains in detail their preliminary project schedule, **in calendar days**, which includes a description of the major activities and critical path to perform the work in a timely and complete manner.

(c) Proposer shall also provide a narrative which describes:

(i) The Proposer's system for preparing and updating the project schedule and documenting progress and performance of work. Explain how the Proposer will integrate short term, three (3) week, look-ahead schedule(s) into the overall project schedule;

(ii) How the proposed plan will integrate subcontractor and major supplier activities into its scheduling and the County's project management system.

(d) Proposers shall also provide a detailed narrative which describes its plan for sequencing and coordinating work during on-going County operations at the site. The narrative shall also address minimizing disruptions and ensuring safety to on-going operations, noise disruptions, traffic impact mitigation both on and off site during the construction of the Project.

(e) SCHEDULE ACTIVITIES & MILESTONES

(i) The Design-Builder, at a minimum, shall include the following activities:

- Partnering Session
- Program Review Meeting(s)
- Concept Design Reconciliation
- Concept Phase Security Review Meeting
- Neighborhood Public Involvements/Stakeholders Concept Design Review Meetings
- Preliminary Concept Design Submission
- Preliminary Concept Design Review Meeting and Comments
- Art in Architecture Proposal Review
- Master Use Permit Submittal
- Final Concept Design Submission
- Baseline Construction Budget Cost Breakdowns
- Final Concept Project Readiness Checklist
- Final Concept Design Presentation(s)
- Final Concept HVAC Quality Assurance Review
- DD Program Review Workshop
- DD Systems Selections Analysis Meetings
- Courtroom Mock-up
- Detention Central Control Mockup
- DD 50% Submission
- DD Final Submission
- DD HVAC Quality Assurance Review
- DD Review Meeting(s) and Comments
- Program of Requirements - CD Update
- Baseline Construction Budget Cost Breakdowns
- CD Program Review Meetings
- Construction Work Sequencing and Coordination Plan
- In-Progress CD Interdisciplinary Coordination Review Meeting
- In-Progress CD (60% Design) Submissions
- In-Progress CD Review Meetings and Comments Final Space Plan Update/Confirmation
- Building Permit Submittal Phase 1A
- Building Permit Submittal Phase 1B
- Pre-Final CD (90% Design) Submissions
- Pre-Final CD Review Meeting and Comments Final CD (100% Design) Submissions
- Final CD Commissioning Activities LEED Design Credit Submission
- Notice to Proceed Phase 1A Construction
- Notice to Proceed Phase 1B Construction
- Substantial Completion Phase 1A

- Owner Commissioning (Shake Down Period) Courthouse & Detention (Phase 1A)
- Substantial Completion Parking Garage (Phase 1B)
- Warranty Period Courthouse & detention
- Warranty Period Parking Structure
- Master Use Permit Approval
- Building Permit Approval Courthouse & Detention
- Building Permit Approval Parking Structure
- Construction Courthouse & Detention
- Construction Parking Structure
- Final Acceptance

4. FINANCIAL CAPACITY (SECTION 4) (PASS/FAIL)

A. Financial Resources: The Proposer must demonstrate sufficient financial resources to complete the work and fulfill all contractual obligations for a project within the Budgeted GMP of $149 million (excluding Washington State Sales Tax) and shall submit the financial information as detailed below.

1. Submittal Information:

   (a) Three most recent audited or reviewed financial statements and footnotes (2011, 2012 & 2013) for Proposer. Statements will be evaluated for financial resources and capability to successfully perform and complete the work and to fulfill all contractual obligations for this project. Specifically evaluated will be (1) current ratio; (2) working capital; (3) debt ratio; and (4) significant commitments and loss contingencies.

   (b) Disclose the nature and status of claims anticipated/pending (or unsettled) against each member of the Proposer's team from previous or current work (or other sources), and the extent to which adverse settlements are insured. This should include civil and criminal judgments against each member of the Proposer's team.

   (c) Disclose the nature and status of any used and unused lines of credit.

   (d) Disclose the nature and status of any bankruptcy, re-organization and/or receivership.

2. Information Use & Confidentiality

   (a) The financial information requested will only be used by the County for the evaluation of the Proposer and its team's financial capability and resources to perform and complete the Project. At the end of the selection process, all financial materials provided to the County shall either be destroyed by the County or returned to the Applicants/Proposers/Finalists if requested. All parties are advised that such financial information provided to the County may be subject to public disclosure in accordance with the Washington Public Records Act, RCW 42.17.250 et.seq. If a public disclosure request for such financial information is received by the County, the parties will follow the procedures set forth within the RFP Process, to determine if the financial information is disclosed.

3. Method of Submitting Financial Information

(a) Proposers are required to provide only one separately bound and indexed copy of all required financial information. Please submit this copy to the Contract Specialist along with your proposal.

3.3.3 DESIGN

1. DESIGN CONCEPT (SECTION 5) (4000 Total Points)

A. Design Concept (3000 Points)

Narrative: The Design-Build Team must submit a narrative explaining the design concept of the Project. The narrative shall provide an analysis including but not limited to the following:

1. Site Concept

(a) Provide a narrative expressing how the Proposer is responding to the entire site design concept and how the buildings and site orientation relates to the neighborhood and surrounding areas and how it relates to the requirements identified in the Owner's Project Criteria.

(b) As part of this narrative provide a site plan and site sections reflecting all of the necessary elements shall be included in an 18" x 24" size and scaled formats.

2. Building Concept

(a) Courthouse and Detention

(i) As part of the above narrative explain how the Courthouse and Detention Facility will be designed to meet the requirements of the Owner's Project Criteria. At minimum the narrative should be subdivided for the Court and Detention facilities and explain the following factors for each portion as applicable:

- Interior and exterior design materials and finishes
- Floor plate size and circulation
- Circulation patterns required for judiciary, detainees, and general population
- Number of stories
- Column spacing
- Bay depth
- Understanding of 1% For Art Integration (new and existing)
- Window type and placement
- Core areas
- Efficiency of design measured by net square footages, usable factor
- Ease and efficiency of operation
- Ease and efficiency of maintenance
- Application of security requirements
- Landscape design
- Overall creativity and innovation
- Building Envelope
- LEED Gold and minimum energy requirements
- Energy Code Performance
- Mechanical Systems

- Structural Systems
- Electrical Systems
- Life Safety Systems
- Other factors as identified by the Proposer

(ii) Provide a narrative on the incorporation of any Owner Requested Betterments into the design of the Project and what if any impact this may have on the quality of the overall design.

(b) Parking Structure Concept

(i) As part of the above narrative explain how the Parking Structure will be designed to meet the requirements of the Owner's Project Criteria. At minimum the narrative should explain the following factors:

- Interior and exterior design materials and finishes
- Floor plate size and circulation
- Circulation patterns required for judiciary, detainees, and general population
- Number of stories
- Understanding of1% For Art Integration(new and existing)
- Column spacing
- Bay depth
- Core areas
- Efficiency of design measured by net square footages, usable factor
- Ease and efficiency of operation
- Ease and efficiency of maintenance
- Application of security requirements
- Landscape design
- Building Envelope
- LEED Gold and minimum energy requirements
- Mechanical Systems
- Structural Systems
- Electrical Systems
- Life Safety Systems
- Other factors as identified by the Proposer

(c) Phase 2 Concept

(i) Provide a narrative on the approach to the final Phase 2 build out the courthouse, detention facility and the parking garage as contemplated in the Facility Program document.

(ii) Provide a narrative on the incorporation of any Owner requested betterments into the design of the project and what if any impact this may have on the quality of the overall design.

(d) Quality of Materials and Systems

(i) In a separate package, provide color renderings and color boards, photos or cut-sheets of materials as necessary to more fully demonstrate the Design Concept narrative.

(e) Voluntary Enhancements

(i) Provide a narrative which identifies and explains, if any, all design enhancements to be provided by the Proposer for the project that exceed the criteria established in the Owner's Project Criteria.

(f) 1% for Art Integration

(i) Provide a narrative which explains how the Proposer is responding to the 1% for Art plan identified in the Performance Standards and how the design concept reflects this integration. The Proposer's approach to collaboration and public art experience should also be discussed.

B. Design Drawing package (**no additional points**)

1. To support the Design Concept narrative the Proposers shall provide the following information:
2. Provide twenty five (25) each 18"x24", bound sets of drawings listed. Include a Cover Sheet with full Design-Build Team identification and index. The list below applies to all buildings and structures including courthouse, detention and parking structure.

(a) Site Design

(i) Site Plan – showing hardscape, landscape, all building entrances, all building services (waste collection/deliveries/etc.), parking, ADA access, pedestrian and vehicle flow, community spaces, driveways, Phase 2 development area(if needed), and topography.

(ii) Utility Plan – show location of all utilities, showing services impacted by construction, rerouting and connecting points of new utilities.

(iii) Civil – show diagrammatic layout stormwater detention system

(b) Building Exterior

(i) Elevations – all building elevations, clearly indicate proposed building materials.

(ii) Sections – building vertical cross section detailing exterior wall components as well as thermal and weather seal envelope components

(iii) Roof Plan/Sections

(iv) Fenestration Studies – showing shading analysis

(c) Structural

(i) Preliminary Foundation Design

(ii) Preliminary Roof Structure and Supporting Walls and Columns

(d) Building Interior

(i) Floor Plans – All floors plans, indicating room names, square footage, circulation (horizontal and vertical)

(ii) Reflected ceiling plans- lobby, main corridors, courtrooms, conference rooms, and typical detention housing unit

(iii) ADA Accessibility Requirements – See accessibility section.

(iv) Building Services – Indicate all mechanical electrical, IT and other service areas.

(e) Plumbing

(i) Fixtures – Show locations of all plumbing fixtures and specify brand and model of each fixture.

(f) Mechanical

(i) Preliminary Mechanical Plans – Show a conceptual HVAC system plan, Indicating central plant (mechanical room), shafts, duct mainlines, and specific air handling equipment list. Show a typical floor, the main floor, and the roof top plan and screening.

(g) Fire Protection

(i) Connections – Show connections to utilities on the mechanical plans.

(ii) Fire Alarm – Show panel locations

(h) Electrical

(i) Interior and Exterior Lighting Plans

(ii) Electrical Service – show main distribution room locations and transformer locations.

(iii) Security Electronics and other low voltage systems.

(iv) Typical Room Layout – typical detention room(s) showing layout of power, data, and lighting.

(v) Detention Living/Recreation Rooms – layouts of living and recreation rooms showing layout of power, data, and lighting

(vi) Courtroom, Chambers and Conference rooms layouts showing layout of power, data, and lighting.

(i) Telecommunications and IT Infrastructure

(i) Closets and Cable Trays – Show locations of closets and cable trays

(ii) MDF and IDF – show locations of all MDF and IDF rooms and diagrammatic layout of unified communication systems

(j) Service Facilities

(i) Loading Dock – show location and route to loading dock

(ii) Waste Collection – identify route and truck maneuverability to and from dumpsters, include overhead clearance information

(k) Accessibility

(i) Route – show accessible route to building entrance from parking garage and transit stop

(ii) Restrooms – show accessible restroom locations

(l) Renderings

(i) Renderings – Provide renderings of the following outlined below for the courthouse and detention buildings. Please include no more than fifteen (15).

1) Building Exteriors
2) Building Interiors
3) View from 12th Ave and Alder Street looking East
4) Other Exterior Spaces
5) Phase 2 Development Plan

(m) Outline Specifications

(i) Provide an outline only for prescriptive specifications utilizing the CSI Master Format.

C. No-Cost Test Fit (200 Points)

1. Based upon the square footages, agency adjacencies, intended usages (i.e., public, private, and secured circulations), ingress/egress for each user type, parking requirements, etc., the Design-Build team will be required to provide a test-fit plan for evaluation.

2. A plan for each floor, including the basement and parking areas, reflecting all the necessary elements shall be included in an 18" x 24" and scaled formats. The test-fit plan shall be considered part of the Proposal offer and will not incur additional expense to the County.

3. Program Area Comparison: Schedule of the building floor plan areas provided in the Proposal, compared to the RFP's space programming documents room by room and note any variances.

D. LEED and Energy Optimization (800 Points)

1. LEED Scorecard and Sustainability

Submit a LEED v4 for New Construction scorecard documenting the proposed credits to achieve a GOLD certification level. Along with the proposed scorecard, the Proposer must submit a narrative describing how each of the credits proposed on the scorecard will be achieved.

2. The Proposer must identify the USGBC LEED Accredited Professionals (AP's) as team members, identifying their roles throughout the Project.

3. Submit a narrative describing how the project meets Part A Section 3 and Section 4 from the Owner's Project Criteria. Part A Section 3, titled Sustainable Design, includes General, Integrative Design Process, LEED Certification, Carbon Accounting and Greenhouse Gases subsections. Part A Section 4, titled Physical Durability and Functional Usefulness, includes a Life Cycle Cost Analysis subsection.

4. Submit a narrative describing how the Design Build Team will ensure projections or modeling in design phase related to water efficiencies, water use reduction and stormwater management will be achieved once facility is in operation.

5. Energy Optimization

a. The Design-Build team must submit a narrative and a graphical summary fully explaining how the proposed building systems meet the energy related

requirements of the Owner's Project Criteria. The Proposer shall demonstrate the extent and effectiveness of energy efficiencies and sustainable design incorporated into the design and operation of the proposed facility, and how they compare to specific requirements contained in the Owner's Project Criteria. As supportive documentation, the Design-Builder can, but is not obligated to, submit preliminary energy modeling or ELCCA reports.

b. Submit a narrative describing how the Design-Builder will ensure projections or modeling in design phase related to energy efficiencies and renewable energy production (if applicable) will be achieved once facility is in operation.

3.3.4 COST

1. GUARANTEED MAXIMUM PRICE (SECTION 6) (1500 points)

A. Proposed Guaranteed Maximum Price (Budgeted GMP) and Design-Builder's Fee: The Budgeted GMP has been set at $149 Million for all Proposers. This Guaranteed Maximum Price excludes Washington State Sales Taxes and includes all other applicable federal, state, county, city and municipal, as well as all fees, licenses, permits, business and occupational taxes for the Work.

B. Proposals must be executed in the Proposer's name and signed by at least one duly authorized person (accompanied by evidence of authority to sign and bind the Proposer), whose title must appear under the signature. Proposals remain in full force and effect for a period of 200 days after date proposals submitted to the County.

C. Upset Amount Determination: Any amount over the Budgeted GMP is considered the "Upset Amount". The Proposer shall indicate on Form B contained within Appendix A of this RFP if the Proposal Price is equal to or greater than the "Upset Amount". Failure to include Form B may result in the Proposal being declared non-responsive and the Proposer being disqualified. Reference Section 4.3.2 "Budgeted GMP and Upset Amount" for more details.

D. Price Proposal Form: The Price Proposal Form and Certification to be used by Proposers is contained within Appendix A, Form C. Proposers must acknowledge on the Proposal Form and Certification, all Addenda issued for the RFP. All blanks on the Proposal Form and Certification must be completed by printing in blue ink or by typewriter. In addition to signatures, names must be typed or printed in blue ink.

E. Design-Builder's Fee: Each Proposer shall declare their proposed Fee on the Proposal form, Form C, of Appendix A provided within this RFP based upon the Budgeted GMP amount of $149 million. The declared Proposer's Fee shall also be utilized for all additive and deductive Change Orders.

F. Premium Fee on Owner Requested Betterments: In addition to the Design Builder's Fee (noted above) for the Budgeted GMP scope of work, the County shall allow an additional fee of two percent (2%) over the actual cost of the design and construction for certain designated "Owner Requested Betterments" ("Betterments") only if the "Betterments" can be incorporated within the Budgeted GMP amount of $149 million either at proposal time or during a mutually agreeable period of time between the County and the Design Builder during the course of the project. The "Betterments" are identified below and on Form D, Appendix A of this RFP.

G. Evaluation: The Lowest fee submitted by a responsive Proposer will be awarded the maximum points available for this portion of the proposal. All other Proposer's score for this section of the proposal shall be awarded on a pro rata basis using the following formula:

$$\text{Fee Score} = \frac{1500 - 1500 \times (\text{Proposer's Fee} - \text{Lowest Fee Submitted})}{\text{Lowest Fee Submitted}}$$

2. OWNER REQUESTED BETTERMENTS (SECTION 7) (1000 points)

A. In the overall development of the Project the successful Proposer must balance the four major design requirements of the "Owner's Project Criteria".

1. Cost within stated budget limit (Budgeted GMP);
2. Programmatic space and adjacency requirements;
3. Performance Standards;
4. Room Data Sheets

B. The successful Proposer's proposal will present the most creative and advantageous balancing of these Program elements.

C. While the Budgeted GMP limit is fixed, the County encourages creative and innovative ways to explore and possibly include in the proposed design solutions not currently included in the "Owner's Project Criteria" for the success of the Project, and recognizes the possibility that the Proposer can achieve "Owner Requested Betterments" (Form D) through this balancing.

D. Significant deviation from the "Owner's Project Criteria" is discouraged, however there may be other acceptable solutions within these constraints.

3.3.5 ADMINISTRATIVE REQUIREMENTS

1. Project Labor Agreement (PLA) (Section 8) (TBD points)

1. To Be Determined

2. Small Contractors and Suppliers Utilization Requirements (Section 9) (1000 Points)

A. Achievement of the SCS Utilization Requirements revolves around the development and implementation of an effective subcontracting plan and community outreach/participation plan and a proactive approach to maximizing opportunities for certified SCS firms. SCS firms must be certified by King County prior to their performance of work on the Project. The evaluation points within this section will be distributed as follows: the level of SCS Utilization committed to by Proposer (**500 Points Maximum**) Subcontracting Plan (**250 Points Maximum**); Outreach Plan (**250 Points Maximum**).

B. A 17% minimum SCS Utilization Requirement has been established for this Project. Proposers committing to less than 17% will not be awarded any of the 500 points for the SCS Utilization Requirement criterion. However, Proposers may still be awarded points for their Subcontracting and Outreach Plans.

C. Submittal Information:

1. The Proposer shall indicate its level of meeting the Small Contractors and Suppliers (SCS) Utilization Requirement by submitting Form E with their Proposal (**500 Points Maximum**).

   Scoring for SCS commitment:

   "Proposer's level of meeting the SCS Utilization Requirement expressed as a percentage of the Budgeted GMP ($149,000,000) Dollar Amount, as

amended by Change Order _____%."

A Proposer will be allocated ten (10) points for each 1% SCS participation committed above the 17%, see example below.

Example of Point Allocation:

Proposers SCS Commitment %	<17%	17%	22%	27%	32%
Evaluation Points to be Awarded	0	350	400	450	500

2. Proposer shall provide a comprehensive project specific SCS Subcontracting Performance Plan outlining the component parts of the Plan to include, but not be limited to, the following: (**250 Points Maximum**)

   (a) How subcontracting packages will be structured throughout this project to meet the SCS Utilization Requirement. Include information relating to work plan and project schedule.

   (b) Identify potential work items or tasks within this project that will be made available by the Proposer for performance by SCS firms.

   (c) Describe proposer's plan to convey the SCS Utilization Requirement to subcontractors, and explain how all sub-tier subcontractors, and suppliers will be encouraged to assist in reaching the percentage of SCS Utilization Requirement committed by the Proposer (i.e. how Subcontractors and Suppliers will be evaluated).

   (d) List the criteria the Proposer will utilize to select sub-tier subcontractors performing work on the project and identify changes or considerations that may be made to the criteria in order to maximize SCS Utilization Requirement (i.e. bonding, experience etc.).

   (e) Identify within the Proposer's organization the person(s) responsible for ensuring compliance with the SCS Subcontracting Performance Plan.

   (f) Identify how the Proposer will monitor its progress in meeting and complying with the SCS Utilization Requirement. Also, include proposed schedule to review and modify this subcontracting plan during performance of the Contract as appropriate or as requested by the County.

3. Proposer shall also provide a project specific Outreach Plan demonstrating its commitment to effectively communicate and interact with SCS firms and community resource organizations to promote SCS participation on this Contract. The Plan shall include, but not be limited to, the following: (**250 Points Maximum**)

   (a) Communication with SCS subcontractors and Suppliers through various forums including meetings, conferences, telephone, email, etc.

   (b) Holding orientation meetings to measure SCS firm interest and promote opportunities in the SCS community. Teaming at these meetings will be encouraged and Proposer will adjust work items to maximize participation.

(c) Aggressive marketing efforts and wide distribution of SCS related subcontracting packages for the Project; conduct information workshops and outreach to SCS subcontractors and suppliers.

(d) Ensure that the Outreach Plan is well understood throughout the vertical organization of Proposer's team and by Subcontractors and Suppliers.

(e) Communication of the sub-tier subcontractor's selection process to be used to ensure that all interested parties understand the process.

(f) Placing all certified SCS firms on solicitation lists, and providing written notice of subcontracting opportunities to those capable of performing the work, including all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitation.

(g) Collaborating and utilizing the services of available organizations, consultant groups, local assistance offices, the County, and other agencies that provide assistance in the recruitment and placement of SCS firms.

3.3.6 FINAL PRESENTATION

FINAL PROPOSAL PRESENTATIONS AND INTERVIEW (SECTION 10) (1000 Points)

A. After the submission of the Technical Proposal and an initial technical evaluation of Proposals, the Proposer's will be required to make a final presentation and interview to the County's Evaluation Team. This interview shall be scored as part of the total Technical Proposal score. Additional information will be provided to the Proposers by addendum.

4.0 PROPOSAL EVALUATION PROCESS

4.1 GENERAL

A. The County will award the Contract to the top ranked Proposer who has complied with the requirements of the RFP. The County will notify the successful Proposer and the unsuccessful Proposers.

4.2 TECHNICAL EVALUATION SCORING SUMMARY

A. The technical evaluation factors are tabulated in Table 4.2 below. Proposers may be disqualified for receiving a "Fail" for any evaluation factor that is scored "Pass/Fail" (P/F).

B. The technical evaluation score will be calculated by summing the Proposer's points received out of the Max Score shown in Table 4.2.

Table 4.2 - Technical Evaluation Score Sheet

TECHNICAL PROPOSAL (Sections 1 thru 10 and Appendix A)	MAX SCORE
A. MANAGEMENT	**2000 points**
Section 1 - Executive Summary	**Pass/Fail**
Section 2 – Proposer 's Approach to Management of the Project	**1000 points**
A) Project Management Approach Narrative	
B) Organizational Structure and other key personnel– Org Chart (11x17 inches)	
C) Subcontractor Management Approach Narrative	
D) Quality Management Approach	
E) Risk Management	
F) Apprenticeship Utilization Plan	
Section 3– Approach to Construction Management	**1000 points**
A) Phasing	
B) Schedule	
Section 4 – Financial Capacity	**Pass/Fail**

B. DESIGN	**4000 points**
Section 5 – Design	
A) Design Concept 1. Site Concept 2. Building Concept 3. Phase 2 Concept 4. Quality of Materials and Systems 5. Voluntary Enhancements 6. 1% for Art Integration	**3000 points**
B) No Cost Test Fit (18 x 24 inches)	**200 points**
C) LEED and Energy Optimization **1.** LEED Score Card **2.** Energy Optimization	**800 points**
C. COST	**2500 points**
Section 6 – Guaranteed Maximum Price	
A) GMP & Upset Amount Determination (Form B) (Affirmation of the GMP amount)	**Pass/Fail**
B) Price Proposal (Form C) Acknowledgement of receipt of addenda Identification of the GMP amount GMP cost breakdown	**Pass/Fail**
C) Design Builder Fee Proposal	**1500 points**
Section 7– Owner Requested Betterments	**1000 points**
D. ADMINISTRATIVE REQUIREMENTS	
Section 8 – Project Labor Agreement	**TBD points**
To Be Determined	
Section 9 – Small Contractor and Suppliers (SCC) Requirements	**1000 points**

E. FINAL PRESENTATION	**1000 points**
Section 10 – Final Proposal Presentations and Interviews	
Reserved Section. No submittal necessary.	
Appendix A – Proposer Information, Forms and Certifications	
Form A - Proposal Stage Memorandum of Understanding	
Form B – GMP & Upset Amount Determination	
Form C – Price Proposal Form	
Form D - Owner Requested Betterments	
Form E - Commitment To Meet SCS Utilization Requirement	
Form F - Confidentiality Agreement For As-Built Documents	
Form G – Commitment To Meet PLA Requirements - TBD	
Form H - Commitment Letter From Surety	
Form I - Commitment Letters from Insurers	
Form J - County approved Proprietary Meeting minutes – Meeting 1.	
Form K - County approved Proprietary Meeting minutes – Meeting 2.	
Form L - County approved Proprietary Meeting minutes – Meeting 3.	
Form M - Contract, Regulatory, And Criminal History Review Of Proposer	
Form N - Authorization For Criminal History Reference Check	
Form O - Commitment To Meet Apprenticeship Requirements	
Form P - Information Sheet For Shell And Core New Phase 2 Area	

4.3 RESPONSIVENESS AND PASS/FAIL REVIEW

4.3.1 INITIAL RESPONSIVENESS EVALUATION

A. County will conduct an initial review of the Proposals for responsiveness to the requirements set forth in the RFP, including compliance with the pass/fail criteria set forth in Section 4.2 of this RFP. Any Proposal not responsive to the RFP may be excluded from further consideration and the Proposer that submitted such Proposal will be so advised. County may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation.

4.3.2 BUDGETED GMP AMOUNT (UPSET AMOUNT)

A. As part of the responsiveness evaluation, the County will review Form B (reference Appendix A) provided within each Technical Proposal package to determine if the respective Proposal Price is equal to, or greater than the Budgeted GMP (Upset Amount). The Budgeted GMP amount is defined as **One hundred and Forty-Nine Million and No/100 Dollars ($149,000,000.00)**. Any amount over that figure is considered the Upset amount. Failure to include Form B may result in the Proposal being declared non-responsive and the Proposer being disqualified. Any qualifying statements or conditions indicated on Form B may result in the Proposal being declared non-responsive and the Proposer being disqualified.

B. If one or more of the Proposal Prices are equal to the Budgeted GMP, the County will evaluate only those Proposals which are equal to the Budgeted GMP and may proceed to award the Contract based upon the evaluation process (as described in Section 4.6 of this RFP) to any Proposer whose Proposal Price is equal to the Budgeted GMP.

C. If no Proposal has a Proposal Price equal to the Budgeted GMP, the County will either proceed directly with discussions with the Proposers followed by a request for BAFOs or cancel the RFP.

D. In such event, the County may review the Proposals for other responsiveness categories and also with reference to possible discussions with the Proposers.

E. The Upset Amount evaluation will be performed by the County's Contract Specialist in strict confidence upon receipt of all Proposals.

F. The County's Contract Specialist will hold all information regarding the identity of all Proposers as related to the Upset Amount Evaluation strictly confidential subject to the Washington State Public Disclosure Act.

G. No information regarding the Upset Amount Evaluation shall be given to any individuals involved in the technical evaluation process. If a Proposal is deemed responsive except the price magnitude being greater than the Budgeted GMP Amount, the Proposal will still be eligible for the honorarium provided all other criteria relative to the honorarium are met.

4.3.3 PASS/FAIL CRITERIA EVALUATION

A. Proposals will be evaluated based on the following pass/fail criteria:

1. The Key Personnel listed in the Proposal shall not have changed since submission of its SOQ, or the Proposer shall have previously advised King County of a change and received the County's written approval for the change;

2. Executive Summary and corresponding commitments

3. Financial Capacity

4. Form B, Appendix A

5. Form C, Appendix A

6. Surety commitment letter and Insurance commitment letter have been provided as required by Section 2.23 of this Instructions to Proposers.

7. The Proposer has provided all completed forms and documentation required by this RFP.

B. A Proposal must receive an initial “Pass” on all Pass/Fail criteria listed in the RFP for the Proposal to be further evaluated. County may, at its sole discretion, request a Proposer to provide clarifications for purposes of determining whether the Pass/Fail criteria are met.

C. Failure to achieve a “Pass” rating on a Pass/Fail factor may result in the Proposal being declared non-responsive and the Proposer being disqualified. Failure to submit information in the manner, format and detail specified may result in the Proposal receiving a “Fail” rating and being declared non-responsive.

D. Even though a Proposal receives an initial “Pass” allowing technical evaluation to proceed, the Proposal may later be determined to be nonresponsive and disqualified.

4.4 EVALUATION OF THE TECHNICAL PROPOSAL

A. To determine the Proposal technical score, the County will evaluate each of the technical requirements described in Section 3.3 of this RFP, using the evaluation criteria described in this RFP. The Technical Evaluation Score Sheet in Section 4.4 of this RFP identifies the maximum scoring for each technical requirement.

4.5 PROPOSER FINAL PRESENTATIONS & INTERVIEWS

A. Following the County’s receipt of Proposals, each Proposer will be invited to present their Proposals to the County in a final presentation and interview. The time and date are noted in these Instructions to Proposers. See 1.0 - “Procurement Schedule”.

B. The County will assemble an Interview Presentation Panel for the final design presentations by each Proposer.

C. The Interview Presentation Panel will meet separately with each Proposer for the presentation of their proposal and who shall score the Proposer’s presentation of their Proposals.

D. Each Proposer will be asked to give a short proposal overview. To the maximum extent practical, each Proposer will address the major concerns of the Interview Presentation Panel, and should be prepared to answer any questions that may arise as a result of the presentation.

E. Proposer shall make visual presentations of their “as-submitted” proposals. No new information or materials shall be introduced.

F. The Proposers shall be chosen by lot to determine the order of presentations. Proposers shall present no more than six (6) representatives to the Interview Presentation.

4.6 DETERMINATION OF TOP RANKED FINALIST

A. The County will determine the Top Ranked Finalist (TRF) based upon the highest scored technical proposal and final presentation/interview which is the best value for the County. The Proposers shall describe, in clear and concise language how they will approach the design and construction, meeting the performance standards and programming requirements and demonstrate an understanding of issues relating to the Project covered by this RFP (e.g. Reference 3.3 “Technical Proposal” and 4.0 “Proposal Evaluation Process”).

5 CONTRACT AWARD AND EXECUTION

5.1 CONTRACT AWARD AND EXECUTION

A. Following selection of the TRF by the County and verification that the TRF has complied with the requirements of the RFP, the County will work the TRF to conform the contract for execution. At this time the TRF will be required to provide:

1. Evidence of authorization to execute the Contract, in the form of a certified resolution of the governing body of Proposer expressly stating such body's authorization to execute the Contract;

2. Contract Bonds issued by the Surety listed in the Proposal, or an equivalent Surety meeting the requirements set forth in the Contract documents and this RFP.

3. The insurance policies, endorsements, and/or certificates required under the Contract; and Evidence that the Proposer, its Key Personnel, and other identified subcontractors hold all licenses as of award necessary to perform the Work.

B. Execution of this Contract may be contingent on the King County Council review and King County Executive approval.

5.2 DEBRIEFING

A. Within 60 Calendar Days after execution of the Contract, the County will be available for an oral debriefing session upon written request made to the County's Representative by an authorized representative of an unsuccessful Proposer.

6 HONORARIUM

6.1 PROPOSER HONORARIUM

A. The honorarium will act as a proposal security and may be forfeited as defined in the following paragraphs.

B. The second and third ranked Proposers that submit responsive Proposals and are not awarded the Contract shall receive an honorarium in the amount of $350,000 each no later than 45 days following execution of the contract.

6.2 OWNERSHIP OF PROPOSAL INFORMATION (Proposal Stage Memorandum of Understanding)

A. By submitting a Proposal, Proposers agree that the County owns and may use any ideas or information contained in the Proposals in connection with any contract awarded for the Project or in connection with a subsequent procurement, without any obligation to pay any additional compensation to the Proposer or its subconsultants or subcontractors. As used herein, the term "Proposal" includes all technical information submitted in response to the County's Request for Proposals, including (without limitation), plans, drawings, designs, calculations, specifications, and alternative technical concepts.

B. The Proposers shall, and hereby do, grant the County an irrevocable, perpetual, royalty-free, fully paid-up, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Proposer may author or create, alone or jointly with others, in or with respect to the Proposal, including without limitation all drawings, designs and graphic representations.

C. The County's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction.

D. The "Proposal Stage Memorandum of Understanding (MOU)" is to be used by the Proposers and is identified within Appendix A – Form A of the RFP. Four (4) originals must be executed and returned to the County.

E. This MOU must be executed and returned to the County within fourteen (14) days of issuance of the RFP by the County.

F. The MOU must be signed in "blue ink" by at least one duly authorized person (accompanied by evidence of authority to sign and bind the Design-Build Team), whose title must appear under the signature.

G. Upon receipt of the executed MOU, the County will execute the MOU and return a fully executed original to the Proposer.

7 PROTESTS

7.1 PROTEST PROCEDURES

A. In accordance with RCW 39.10.330, the County is establishing the following Protest Procedures for this Project.

B. This Section sets forth the exclusive protest remedies available with respect to the RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive and not subject to legal challenge unless wholly arbitrary.

C. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in the RFP, it shall indemnify, defend, protect, and hold harmless King County, its officers, officials, employees, agents, representatives, and consultants from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result. The submission of a Proposal by a Proposer shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

7.2 PROTESTS REGARDING RFP DOCUMENTS and PROCESS

A. Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Section of the Department of Executive Services ("Manager"). A copy of the Protest shall be provided to the Contract Specialist Darren R. Chernick. The protest shall include the following:

1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer submitting an Proposal;

2. The Solicitation Number and Title under which the Protest is submitted;

3. A detailed description of the specific grounds for Protest and any supporting documentation. It is the responsibility of the protesting Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision; and

4. The specific ruling or relief requested.

B. Who May Protest:

1. Protests pertaining to the RFP documents prior to Proposal Due Date: Any Proposer who plans on submitting a Proposal.

2. Protests following Proposal Due Date: Any Proposer who submitted a Proposal to the County.

C. Time to Protest.

1. <u>Protests Prior to Proposal Due Date</u>: Protests pertaining to the RFP documents must be received by the County no later than ten (10) calendar days prior to the date established for submittal of Proposals; provided however, if the tenth calendar day is a weekend or County holiday, the Protest must be received by noon the following business day.

2. <u>Protests Following Proposal Due Date</u>: The County must receive protests based on all other circumstances within five (5) calendar days after the protesting Proposer who submitted an Proposal knows or should have known of the facts and

circumstances upon which the Protest is based; provided however, if the fifth calendar day is a weekend or County holiday, the Protest must be received by noon the following business day.

3. In no event shall a Protest be considered if all Proposals are rejected or after execution of the Contract.

D. Determination of Protest. Upon receipt of a timely written Protest, the Manager shall investigate the Protest and shall respond in writing to the Protest prior to issuance of the RFP. Except as provided below, the decision of the Manager shall be final.

E. Reconsideration of Manager's Decision. The Protester may request that a Manager's decision be reviewed by the Finance and Business Operations Division Director of the King County Department of Executive Services ("Finance Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for the Protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an error of law or regulation. The following procedures shall be followed for a reconsideration of the Manager's decision:

1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Finance Director in writing, with copies provided to the Manager and Contract Specialist, and include:

2. Name, address, and telephone number of the person protesting or their authorized representative;

3. A copy of the original Protest, including supporting documents;

4. A copy of the written decision of the Manager; and

5. Include all pertinent facts and law on which the Protester is relying.

6. Time for filing Request for Reconsideration. The Protester seeking Reconsideration must file its Request no later than two (2) business days after receiving the Manager's written decision.

7. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Finance Director or his/her designee shall review all information submitted with the Request and issue a final written determination.

F. Failure To Comply. Failure to comply with the procedures set forth herein may render a Protest or Request for Reconsideration untimely or inadequate and may result in the denial of the Protest or Request for Reconsideration by the County.

G. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a Protester shall comply with the Protest and Reconsideration Procedures defined herein.

H. Venue. By submitting a Proposal in response to the RFP and for the convenience of the parties, the Proposer/Protester acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

I. King County may not execute a Contract until two (2) business days after the final protest decision (i.e. reconsideration) is transmitted the protesting Proposer.

7.3 JUDICIAL REVIEW

A. Any decision made by the County regarding the award and execution of the Contract or Proposal rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Documents requesting such review, if any, shall be timely filed in the Superior Court of King County, Washington.

APPENDIX

APPENDIX A: PROPOSAL FORMS

FORM A	PROPOSAL STAGE MEMORANDUM of UNDERSTANDING
FORM B	GMP & UPSET AMOUNT DETERMINATION
FORM C	PRICE PROPOSAL FORM
FORM D	OWNER REQUESTED BETTERMENTS
FORM E	COMMITMENT TO MEET SCS UTILIZATION REQUIREMENT
FORM F	CONFIDENTIALITY AGREEMENT FOR AS-BUILT DRAWINGS
FORM G	COMMITMENT TO MEET PLA REQUIREMENTS
FORM H	COMMITMENT LETTER FROM SURETY
FORM I	COMMITMENT LETTERS FROM INSURERS
FORM J	COUNTY APPROVED PROPRIETARY MEETING MINUTES – MEETING 1
FORM K	COUNTY APPROVED PROPRIETARY MEETING MINUTES – MEETING 2
FORM L	COUNTY APPROVED PROPRIETARY MEETING MINUTES – MEETING 3
FORM M	CONTRACT, REGULATORY, AND CRIMINAL HISTORY REVIEW OF PROPOSER
FORM N	AUTHORIZATION FOR CRIMINAL HISTORY REFERENCE CHECK
FORM O	COMMITMENT TO MEET APPRENTICESHIP REQUIREMENTS
FORM P	INFORMATION SHEET FOR SHELL AND CORE NEW PHASE 2 AREA

FORM A
PROPOSAL STAGE MEMORANDUM of UNDERSTANDING

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

This Proposal Stage Memorandum of Understanding is between King County (hereinafter "County") and the design-build competition finalist named _____(hereinafter "Proposer").

Having previously reviewed qualifications presented by the Proposer, the County hereby agrees to review and consider the Proposer's future proposal to design and build a new courthouse and detention facility project, to be named Children and Family Justice Center (CFJC), so long as that proposal is presented in accordance with the requirements listed in the Request for Proposal (RFP) document prepared by the County and already now reviewed by the Proposer.

The Proposer hereby attests that it has had ample opportunity to review the County's RFP document and the Proposer is now committed to fully and completely respond to it by the deadline time and date stated in that RFP.

It is mutually agreed by the County and the Proposer that the deadline date for the County receipt of design-builder proposals will not be changed unless by mutual consent.

Except in the instance of cancellation of the project by the County, in return for a proposal from the Proposer that fully satisfies the requirements of the RFP, if the Proposer is not awarded the design-build services contract, the County promises to pay the Proposer the lump sum honorarium amount of $350,000.00. Any such honorarium payment will be made after the design-builder selection process has been completed and after a contract for design-build services has been fully executed with the winning proposer.

If for any reason the County should cancel the CFJC project before a contract for design-build services has been executed, the County agrees to reimburse the Proposer for reasonable and actual expenses incurred toward the preparation of the herein authorized design-builder proposal, up to a maximum reimbursement of $350,000.

In exchange for the County payment to the Proposer for proposal work performed, Proposer agrees to relinquish all proposal work product to the County for County to review, copy, distribute, and potentially use for its CFJC project, even though the Proposer may not become signatory to a design-build services contract with the County, so long as the work product is not patented or otherwise protected as a uniquely proprietary work product.

Mutually agreed this date of _____ by:

King County

_____
(Proposer firm name)

_____ _____
(Authorized Proposer representative) (Authorized County representative)

_____ _____
(Representative's printed name and title) (Representative's printed name and title)

FORM B

GMP & UPSET AMOUNT DETERMINATION

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

King County
Design-Build Request for Proposals – Contract No. C00863C13
Children and Family Justice Center Design-Build Project

Proposer Name: _____

Is the Total Proposal Price equal to the Budgeted Guaranteed Maximum Price Amount of One Hundred and Forty-Nine Million and no/100 ($149,000,000)?

Check One:

Yes ☐ or No ☐

Date: _____

_____
Signature:

_____
Title

FORM C
PRICE PROPOSAL FORM

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

PROPOSAL:

Having carefully examined the Request for Proposal for Design-Build Services for a New Children and Family Justice Center dated December 13, 2013 (RFP) as prepared by King County's Facilities Management Division (County) and Addenda No's_____through _____inclusive, receipt of which is hereby acknowledged, we propose to perform the Work identified in the RFP and Addenda, described in our Proposal, under the terms and conditions contained in the RFP for the Budgeted Guaranteed Maximum Price of:

$ _____ (Figures)

This Budgeted Guaranteed Maximum Price excludes Washington State Sales Taxes and includes all other applicable federal, state, county, city and local taxes, as well as all fees, licenses, permits, business and occupational taxes for the Work. The Budgeted GMP also includes all overhead and Profit to design and construct the CFJC Project.

ALTERNATE

In addition to the Budgeted GMP the County has the option to include an Alternate for design services and construction of the Alder Academy School. The performance criteria are set forth in Owner's Project Criteria. The estimated square footage for the School is 5,600sq.ft. Proposer's estimated value to design and build this Alternate:

$_____

DESIGN-BUILDER'S FEE

_____ % (figure) of the actual cost of the Work, in accordance with Article 6 of the Contract.

ESTIMATED COST OF PROJECT
Break out of the Budgeted GMP into the following categories. All items must add up to the Budgeted GMP.

#	Description	Value
1	Architectural and Engineering Design Cost	$
2	Construction of Courthouse and Detention Structure	
	01 Foundations	$
	02 Substructure	$
	03 Superstructure	$
	04 Exterior Closure	$
	05 Roofing	$
	06 Interior Construction	$
	07 Conveying systems	$
	08 Mechanical	$
	09 Electrical	$
	10 General Conditions (including bonds and insurance)	$
	11 Equipment	$

3	Construction of Parking Structure	$
4	Site Work/Demolition for Project	$
5	Included Betterments (as identified on Form D)	$
6	Design Builder Contingency	$
7	Design Builder Fee	$
	Total Budgeted GMP	$149,000,000

IDENTIFICATION OF KEY PERSONNEL LABOR RATE

Proposer is required to identify the Direct Labor Rate for all Key Personnel identified in the RFQ and those personnel identified in the RFP 3.3.2C2. Please note that the County's current acceptable maximum direct labor rate is $68.99 for Architectural, Engineering and Professional Services. The County will review the maximum labor rate limitation and adjust it either upward or downward on or promptly after the anniversary date of Contract Execution.

#	Personnel	Labor Rate
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
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		$
		$
		$
		$
		$
		$
		$
		$
		$

ALLOWANCES

In addition to the Budgeted GMP of $149,000,000, the County has an option to include an Allowance of $5-7 million for the Design Builder to assist the County in the purchase and installation of furniture, fixtures, and equipment (FFE) items after award of the contract. The County shall exercise this option during the design phase of the Project.

TIME OF COMPLETION

The undersigned hereby agrees to complete the Work by the proposed Date of Substantial Completion as described in the RFP (See Design Build Contract Article 00500), and which date shall commence after the date of the issuance by the County's Representative of a Notice to Proceed with Design Work, and 90 calendar days beyond the Substantial Completion of Phase 1B will be the date of Final Acceptance, or such date as may only be changed by the parties pursuant to a Change Order.

PROPOSAL GUARANTEE

The undersigned agrees that this Proposal may be accepted by the County anytime within the two hundred (200) calendar days after the Proposal Due Date, and the undersigned further agrees to submit a fully executed Agreement, insurance certificates, and performance and payment bond within ten (10) calendar days after receipt of the Notice of Intent to Award Contract from the County.

PROPOSAL FROM:

_____
(Proposer firm name)

_____
(Authorized Proposer representative - Signature)

_____
(Representative's printed name and title)

Date: _____

Address: _____

_____

_____

Phone: _____

Email: _____

State of Washington Contractor's License No: _____

FORM D
OWNER REQUESTED BETTERMENTS

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

This form is to be included in the RFP submittal and to be used by the Proposer to identify which specific Owner Betterment the Proposer will include within the Budgeted GMP. For each Owner Betterment category selected, the Proposer will receive a specific number of evaluation points. The Proposer can only select one Owner Betterment category. The maximum number of points is 1000.

ID No.	Betterments	Included in GMP	Not Included in GMP	Estimated Cost* (included or not included in the GMP)	Points if included in GMP
1	Full Floor Expansion	☐	☐		1000
	A. Full Expansion to Phase 1 Areas			$_____	
	B. Expansion of detention area			$_____	
	C. Shell and Core New Phase 2 area			$_____	
2	Partial Floor Expansion	☐	☐		500
	A. Full Expansion to Phase 1 Areas			$_____	
	B. Expansion of detention area			$_____	
3.	Limited Floor Expansion	☐	☐		300
	A. Limited expansion of Phase 1Areas			$_____	
	B. Expansion of detention area			$_____	
4	Expansion of detention area only	☐	☐	$_____	200
5.	Limited expansion of Phase 1Areas	☐	☐	$_____	100
6.	No Betterment is selected by the Proposer	☐	☐		0

*Estimated cost is for information only and the additional premium fee will be applied only to the actual cost of the design and construction of the selected betterment. The estimated cost shall include total cost for the design and construction and shall identify the breakdown cost for each subcategory listed in the table.

The additional premium fee applied to the actual cost of the design and construction of the Owner Requested Betterment is **2%** over the actual cost of the Betterment.

By completing this Form D, the Proposer certifies that the selected Owner Betterment category is part of its proposal and shall be included as part of the Budgeted GMP for the design and construction of this project as defined in the RFP.

PROPOSAL FROM:

Date: _____

_____
(Proposer firm name)

_____
(Authorized Proposer representative)

_____
(Representative's printed name and title)

Summary Description of Owner Requested Betterments

1 Full Floor Expansion

A. This item includes the expansion of areas included in the Phase 1 program as defined in the Facility Program, Appendix A, that will require expansion when Phase 2 is implemented. These areas total 12,218 sf and are summarized below.

EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2					
ID	Function/Space	No of Units	SF/Unit	Total Dept. SF	Floor Location
1.100	Entry security Screening			475	1-lobby
1.200	Public Lobby			1,321	1-lobby
1.300	Child Care			387	2- child care
1.400	Shared Meeting Spaces			1,235	1-Conf ctr
1.500	Staff Support			780	Bsmt-Wellness
1.600	Information Technology/MIS			187	Bsmt-Facility
1.800	Facilities & Building Services			3,068	Bsmt-Facility
2.000	Resource Center			325	1-lobby
3.103	Judicial Offices			949	2-Judicial
Department Gross Area				8,727	
Building Grossing Factor			40.0%	3,491	
EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2				**12,218**	

B. This item includes the additional expansion of specific detention areas, identified in the Facility Program, Appendix A, These areas total 4,115 sf and are summarized identified below:

EXPANDED DETENTION AREAS INCLUDED IN PHASE 1					
ID	Function/Space	No of Units	SF/Unit	Total Dept. SF	Floor Location
1.300	Administration			819	2-Detention
2.100	Detention Admin (inside security)			208	1
4.200	Recreation			460	1

5.100	Housing			1,320	1
3.000	Support Services			133	1
Department Gross Area				2,940	
Building Grossing Factor			40.0%	1,176	
EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2				**4,115**	

C. This item includes the shell and core build out of spaces required for the Phase 2 court program as defined in the Facility Program, Appendix A. These areas total 70,061 sf and are summarized below.

NEW COURT AREAS IN PHASE 2 for FAMILY LAW					
ID	**Function/Space**	**No of Units**	**SF/Unit**	**Total Dept. SF**	**Floor Location**
1.400	Shared Meeting Spaces			1,248	new
1.500	Staff Support			2,288	new
14.000	Family Law Functions				new
14.100	Family Court Operations			4,675	new
14.200	Family Law Courtrooms			22,627	new
14.300	FLIC - Family Law Information Center (*Pro Se*)			2,038	new
15.000	Law Library			3,806	new
9.000	Judicial Administration/Clerk			2,467	new (2-existing)
10.000	Prosecuting Attorney-Family Support Unit			9,318	new
11.000	Public Defender			1,576	new
Department Gross Area				50,044	
Building Grossing Factor			40.0%	20,017	
TOTAL NEW COURT AREAS IN PHASE 2 for FAMILY LAW				**70,061**	

2. Partial Floor Expansion

A. This item includes the expansion of areas included in the Phase 1 program as defined in the Facility Program, Appendix A, that will require expansion when Phase 2 is fully implemented. These areas total 12,218 and are summarized below.

EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2					
ID	Function/Space	No of Units	SF/Unit	Total Dept. SF	Floor Location
1.100	Entry security Screening			475	1-lobby
1.200	Public Lobby			1,321	1-lobby
1.300	Child Care			387	2- child care
1.400	Shared Meeting Spaces			1,235	1-Conf ctr
1.500	Staff Support			780	Bsmt-Wellness
1.600	Information Technology/MIS			187	Bsmt-Facility
1.800	Facilities & Building Services			3,068	Bsmt-Facility
2.000	Resource Center			325	1-lobby
3.103	Judicial Offices			949	2-Judicial
Department Gross Area				8,727	
Building Grossing Factor			40.0%	3,491	
EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2				**12,218**	

B. This item includes the additional expansion of specific detention areas totaling 4,115 sf, identified in the Facility Program, Appendix A. These areas total 4,115 sq. ft. and are summarized below:

EXPANDED DETENTION AREAS INCLUDED IN PHASE 1					
ID	Function/Space	No of Units	SF/Unit	Total Dept. SF	Floor Location
1.300	Administration			819	2-Detention
2.100	Detention Admin (inside security)			208	1
4.200	Recreation			460	1
5.100	Housing			1,320	1

3.000	Support Services			133	1
Department Gross Area				2,940	
Building Grossing Factor			40.0%	1,176	
EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2				**4,115**	

3. Limited Floor Expansion

A. This item includes the limited expansion of areas included in the Phase 1 program as defined in the Facility Program, Appendix A, that will require expansion when Phase 2 is fully implemented. These areas total 6,113 sq. ft. and are summarized below

LIMITED PHASE 1 COURT AREA FLOOR EXPANSION					
ID	**Function/Space**	**No of Units**	**SF/Unit**	**Total Dept. SF**	**Floor Location**
1.100	Entry security Screening			475	1-lobby
1.200	Public Lobby			1,321	1-lobby
1.300	Child Care			387	2- child care
1.400	Shared Meeting Spaces			1,235	1-Conf ctr
3.103	Judicial Offices			949	2-Judicial
Department Gross Area				4,367	
Building Grossing Factor			40.0%	1,747	
EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2				**6,113**	

B. This item includes the additional expansion of specific detention areas and general storage, identified in the Facility Program, Appendix A. These areas total 6,023 sf and are summarized identified below:

ADDED DETENTION AREAS INCLUDED IN PHASE 1					
ID	**Function/Space**	**No of Units**	**SF/Unit**	**Total Dept. SF**	**Floor Location**
1.300	Administration			819	2-Detention
2.100	Detention Admin (inside security)			208	1

4.200	Recreation			460	1
5.100	Housing			1,320	1
3.000	Support Services			133	1
Department Gross Area				2,940	
Building Grossing Factor			40.0%	1,176	
ADDED DETENTION AREA FOR PHASE 1				**4,115**	
1.704	General Storage			1,300	Bsmt
Building Grossing Factor		40%		520	
ADDED COURT AREA FOR PHASE 1				**1,820**	
TOTAL ADDED AREA				**5,935**	

4. Expansion of Detention Area only

This item includes the additional expansion of specific detention areas and general storage, identified in the Facility Program, Appendix A, These areas total 5,935 sf and are summarized identified below:

ADDED DETENTION AREAS INCLUDED IN PHASE 1					
ID	**Function/Space**	**No of Units**	**SF/Unit**	**Total Dept. SF**	**Floor Location**
1.300	Administration			819	2-Detention
2.100	Detention Admin (inside security)			208	1
4.200	Recreation			460	1
5.100	Housing			1,320	1
3.000	Support Services			133	1
Department Gross Area				2,940	
Building Grossing Factor			40.0%	1,176	
ADDED DETENTION AREA FOR PHASE 1				**4,115**	
1.704	General Storage			1,300	Bsmt
Building Grossing		40%		520	

Factor					
ADDED COURT AREA FOR PHASE 1				**1,820**	
TOTAL ADDED AREA				**5,935**	

5. Limited Expansion of Phase 1 Court areas

This item includes the limited expansion of areas included in the Phase 1 program as defined in the Facility Program, Appendix A, that will require expansion when Phase 2 is fully implemented. These areas total 6,113 sq. ft. and are summarized below

LIMITED PHASE 1 COURT AREA FLOOR EXPANSION					
ID	**Function/Space**	**No of Units**	**SF/Unit**	**Total Dept. SF**	**Floor Location**
1.100	Entry security Screening			475	1-lobby
1.200	Public Lobby			1,321	1-lobby
1.300	Child Care			387	2- child care
1.400	Shared Meeting Spaces			1,235	1-Conf ctr
3.103	Judicial Offices			949	2-Judicial
Department Gross Area				4,367	
Building Grossing Factor			40.0%	1,747	
EXPANDED PHASE 1 COURTS AREAS INCLUDED IN PHASE 2				**6,113**	

FORM E
COMMITMENT TO MEET SCS UTILIZATION REQUIREMENT

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

King County
Design-Build Request for Proposals – Contract No. C00863C13
Children and Family Justice Center Design-Build Project

Proposer Name: _____

The minimum SCS Utilization Requirement for this Project is 17% of the Budgeted GMP dollar amount.

"Proposer's level of meeting the SCS Utilization Requirement expressed as a percentage of the Budgeted GMP ($149,000,000) Dollar Amount, as amended by Change Order _____%."

Date: _____

_____
Signature:

_____
Title

FORM F
CONFIDENTIALITY AGREEMENT FOR AS-BUILT DRAWINGS

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

The As-Built Drawings being provided by King County for the existing YSC contain sensitive information which could present certain security risks to persons and property, if the Proposers were to use the As-Built Drawings in ways which are not specifically authorized by the County. It is imperative that the undersigned Proposer understands that it is taking full responsibility for how these documents are to be used and distributed to others during the procurement period, and potentially after the Contract has been executed, and furthermore, if the undersigned uses these As-Built Drawings in ways which are not authorized by the County, the County may pursue legal remedies against the undersigned and the Proposer.

The undersigned Proposer hereby agrees not to copy or distribute the As-Built Drawings or any portion of the As-Built Drawings, to unauthorized person(s).

The undersigned further agrees to destroy or delete all As-Built Drawings no later than 30 days following the submittal of Proposals, unless otherwise agreed to in writing by the Project Representative.

Date: _____

_____
(Proposer firm name)

_____
(Authorized Proposer representative)

_____
(Representative's printed name and title)

FORM G
COMMITMENT TO MEET PLA REQUIREMENTS

To Be Determined

FORM H
COMMITMENT LETTER FROM SURETY

The Proposer is required to submit a letter of commitment from the Surety which complies with the requirements of the RFP. Failure to submit this letter of commitment may result in the Proposer being declared non-responsive and disqualified from the RFP process.

Attach Surety Letter of Commitment.

FORM I
COMMITMENT LETTERS FROM INSURERS

The Proposer is required to submit letters of commitment from all Insurers which comply with the requirements of the RFP. Failure to submit letters of commitment may result in the Proposer being declared non-responsive and disqualified from the RFP process.

Attach Insurers Letters of Commitment.

FORM J
COUNTY APPROVED PROPRIETARY MEETING MINUTES – MEETING 1

The Proposer is required to provide the County Approved Proprietary Meeting Minutes for Meeting 1. Failure to provide these minutes may result in the Proposer being declared non-responsive and disqualified from the RFP process.

Attach the County approved Proprietary Meeting Minutes for Meeting 1

FORM K
COUNTY APPROVED PROPRIETARY MEETING MINUTES – MEETING 2

The Proposer is required to provide the County Approved Proprietary Meeting Minutes for Meeting 2. Failure to provide these minutes may result in the Proposer being declared non-responsive and disqualified from the RFP process.

Attach the County approved Proprietary Meeting Minutes for Meeting 2

FORM L
COUNTY APPROVED PROPRIETARY MEETING MINUTES – MEETING 3

The Proposer is required to provide the County Approved Proprietary Meeting Minutes for Meeting 3. Failure to provide these minutes may result in the Proposer being declared non-responsive and disqualified from the RFP process.

Attach the County approved Proprietary Meeting Minutes for Meeting 3

FORM M
CONTRACT, REGULATORY, AND CRIMINAL HISTORY REVIEW OF PROPOSER

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

For the criteria below, check or fill-out the appropriate box. Based upon the answer provided by the Proposer, the County may request additional information or seek further explanation.

CONTRACT AND REGULATORY HISTORY

A. The County will evaluate whether the Proposer's contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Proposer shall answer the following questions. The Proposer may be rejected as not responsible to perform the Work on this Project if any answer to questions 1 through 10 below is "Yes".

1. Has the Proposer had a contract terminated for cause or default, in the last 5 years?

   ☐Yes ☐No If Yes, explain below.

   _____
   _____
   _____
   _____

2. Has the Proposer been found by the Department of Labor and Industries to have violated a state wage payment law, including willful violation of a wage payment requirement as defined in RCW 49.48.082, or had a civil judgment entered against it for violation of a state wage payment law, in the last 5 years?

   ☐Yes ☐No If Yes, explain below.

   _____
   _____
   _____
   _____

3. Has the Proposer been found to have violated a state or federal prevailing wage law while working on a public works project, or had a civil judgment entered against it for violating a state or federal prevailing wage law, in the last 5 years?

   ☐Yes ☐No If Yes, explain below.

   _____
   _____
   _____
   _____

4. Has the Proposer failed to comply with commitments to, and contractual requirements for, Disadvantaged Business Enterprise ("DBE") Utilization Requirements or Women/Minority Owned Business Enterprise ("WMBE") Utilization Requirements on any public works project, in the last 5 years?

   ☐Yes ☐No If Yes, explain below.

   _____
   _____
   _____
   _____

5. Has the Proposer failed to meet mandatory King County Small Contractors and Suppliers ("SCS") Utilization Requirements on any public works project, in the last 5 years?

☐Yes ☐No If Yes, explain below.

_____
_____
_____
_____

6. Has the Proposer been found to have violated ethical standards set forth in King County contracts (KCC 3.04), in the last 5 years?

☐Yes ☐No If Yes, explain below.

_____
_____
_____
_____

7. Has the Proposer been in bankruptcy, reorganization and/or receivership on any public works project, in the last 5 years?

☐Yes ☐No If Yes, explain below.

_____
_____
_____
_____

8. Has the Proposer been disqualified by any federal, state or local agency from being awarded and/or participating on any public works project, in the last 5 years?

☐Yes ☐No If Yes, explain below.

_____
_____
_____
_____

9. Has the Proposer required a Surety to take over all, or a portion of, a project to cure or respond to an asserted default or material breach of contract on the part of the Proposer on any public works project, in the last 5 years?

☐Yes ☐No If Yes, explain below.

_____
_____
_____
_____

10. Has the Proposer failed to meet apprenticeship utilization requirements on any public works project, in the last 5 years?

☐Yes ☐No If Yes, explain below.

_____
_____
_____
_____

CRIMINAL HISTORY

A. The County will evaluate whether the Proposer's criminal history demonstrates a lack of business integrity or business honesty. The Proposer shall answer the following questions. The Proposer may be rejected as not responsible to perform the Work on this Project if any answer to questions 1 through 3 below is "Yes".

1. Has the Proposer been convicted of a criminal offense related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract, in the last 5 years?

   ☐Yes ☐No If Yes, explain below.

   _____
   _____
   _____
   _____

2. Has the Proposer been convicted under federal or state law of a crime relating to wage payment, embezzlement, theft, forgery, bribery, antitrust, falsification or destruction of records, receiving stolen property, making false claims while working on a project, in the last 5 years?

   ☐Yes ☐No If Yes, explain below.

   _____
   _____
   _____
   _____

3. Has the Proposer been convicted of a crime involving willful violation a federal or state environmental law or regulation while working on a project, in the last 5 years?

   ☐Yes ☐No If Yes, explain below.

   _____
   _____
   _____
   _____

FORM M - RESPONSIBILITY ATTESTATION

The Proposer is required to complete and sign this Contract, Regulatory, And Criminal History Review of Proposer, Form M. This completed and certified Form M, shall be submitted with the Proposer's Proposal.

Attestation Requirement: By completing this Responsibility Attestation, the Proposer is certifying that the information contained within the Contract, Regulatory, And Criminal History Review of Proposer, Form M, and any additional information requested by the County, is true and complete. The Proposer's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Proposer's Proposal, forfeiture of Honorarium, revocation of award, or contract termination, and/or may impact the Proposer's ability to propose and/or bid on future projects with King County.

Project: Children and Family Justice Center, C00863C13

The information provided herein is true and complete.

_____ _____

Signature of Authorized Representative Date

Print Name and Title: _____

Proposer General Information

Proposer's Legal Name: _____

Contact Name and Title: _____

Address: _____

_____

Contact Phone Number: _____

Contact Email: _____

FORM N
AUTHORIZATION FOR CRIMINAL HISTORY REFERENCE CHECK

King County

Department of Adult and Juvenile Detention
KCCF 500 5th Ave Seattle, WA 98104
CCD 500 5th Ave Seattle, WA 98104
RJC 620 West James St. Kent, WA 98032
Youth Services 1211 E. Alder St. Seattle, WA 98122

FOR OFFICE USE ONLY
❑KCCF ❑CCD ❑RJC ❑JUV
CIU ROUTE TO: ***Dana Calise***
Staff Name

As part of the review process for all persons seeking access into the Department of Adult and Juvenile Detention (DAJD) facilities, a criminal history reference check is required. Your signature authorizes DAJD to conduct a criminal history reference check and annual reviews, if applicable. This information is kept strictly confidential within our agency.

IMPORTANT: You are required to submit a SCANNED AND LEGIBLE COPY of your Photo ID with this application (current and valid State ID, State Driver's License, Visa, Passport or U.S. Government ID).
Submit to: Dana Calise at dana.calise@kingcounty.gov

Name _____ AKA/Maiden/Prior _____
Last *First* *Full Middle Name*

Address _____
Street *City* *State* *Apt* *Zip Code*

Home Phone ( ) _____—_____ Cell Phone ( ) _____—_____ Work Phone ( ) _____—_____

Email Address _____

Driver's License _____ Social Security Number _____—_____—_____

Date of Birth ____/____/_____ Place of Birth _____
City *State* *Country*

Gender ❑ M ❑ F Race _____ Height _____ Weight _____ Eyes _____ Hair _____

Company/Agency/Organization _____ Applicant Job Title _____
If Applicable *If Applicable*

Supervisor Name _____ Supervisor Phone ( ) _____—_____
If Applicable *If Applicable*

Access Purpose __**CFJC Site Tours**_____

Requested Access Dates ❑ One-Time-Only on _____/_____/_____ *(or)*
Date if Known

❑ Ongoing, starting on _____/_____/_____ *and* ending on _____/_____/_____
Date if Known *Date if Known*

Applicant Emergency Contact _____ (_____)_____
Name *Relationship* *Area Code + Phone Number*

Applicant Continue to Page Two→

OFFICE USE* ONLY *BELOW THIS LINE
==========

Access Type: ❑Adult ❑Juvenile ❑Window Visit ❑Annual Warrant Check ❑Tour ❑Visit ❑Vendor/Trades

___SEA/KING ___Interstate Identification Index (III) ____WACIC/NCIC ____AOC ____DOL Abstract _____WA Courts

If DENIED provide SID/FBI# _____ *and/or* CASE/CAUSE#(s) _____

CASE/CAUSE#(s) _____

CIU Comments_____

_____

_____

❑ **CLEARED** ❑ **DENIED** **CHRC Completed by** _____ Date ____/____/_____

DAJD Supervisor: _____ Date ____/____/____

RECONSIDERATION _____ **DATE** ____/____/____

Applicant: *Please answer the following questions completely and accurately.* ***Exclude non-criminal*** *traffic and parking violations.* ***Please note:*** *An arrest or conviction will not necessarily result in denied access. Withholding information will result in denied facility access.*

If you are completing this application for an annual warrant check, please disclose all past criminal history, even if it was previously disclosed on a prior application. If you answer "yes" to any of the following questions, please include a detailed explanation on a separate sheet of paper.

Have you *ever*:

1	Been detained, cited, arrested, charged or convicted of *any* crime, or do you have any criminal charges currently pending against you? *Include charge(s), case numbers, dates(s), and the investigating agencies for all past criminal history to include juvenile, adult, and military offenses, as well as any charges that may have been sealed, dismissed, stricken or expunged from your record.*	❑ yes	❑ no
2	Been found to have sexually assaulted or physically abused or exploited any child, vulnerable adult and/or developmentally disabled person by a:		
2a	court of law in a dependency action relating to a dependency of a child, etc.?	❑ yes	❑ no
2b	court of law in a domestic-relations proceeding related to the abuse of children, adult or dependent persons?	❑ yes	❑ no
2c	professional disciplinary board and/or the Department of Licensing?	❑ yes	❑ no
3	Been denied a license to care for children or adults, and/or had a license to care for children and/or vulnerable adults suspended or revoked, and/or had your name placed on a child, vulnerable adult or sex abuse registry in this county **or** any other country?	❑ yes	❑ no
4	Are you now or have you *ever* been supervised by any court, Department of Corrections, or probation/parole office? Please include all Federal, State, County, and/or City supervision	❑ yes	❑ no
5	Have you *ever* had a No-Contact, Protection, or Anti-Harassment Order served against you?	❑ yes	❑ no
6	Do you currently use or have you used in the last seven (7) years, any illegal drugs/narcotics, including cocaine, opiates, heroin or hallucinogenic drugs as defined by R.C.W. Sections 69.50.204 or 69.50.206? and/ *or* have you *ever* bought, sold, or otherwise distributed any illegal drugs and/or controlled substances?	❑ yes	❑ no
7	Have you used marijuana in the last three (3) years?	❑ yes	❑ no
8	Do you now or have you *ever* had any personal relationship with a person, including relatives, who has been an Inmate in *any* correctional institution or community corrections programs (probation, work release, CCAP, day reporting center etc.)? Please list the relationship, institution and the person's full name	❑ yes	❑ no
9	Have you *ever* failed a previous background investigation or security clearance?	❑ yes	❑ no
10	Have you *ever* engaged in any sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, school, community-based organization, youth summer camp, or any other institution?	❑ yes	❑ no

I hereby authorize DAJD to conduct a criminal history reference check.

- ***I understand it is my responsibility to contact DAJD Administration, prior to returning to the facility, if I am detained, cited, arrested, charged, or convicted of a crime, or involved with a No-Contact, Protection, or Anti-Harassment Order not previously disclosed.***
- ***I understand that all information obtained as a result of any and all phases of the DAJD background investigation process will be held strictly confidential, that the background investigation file is closed to me, and that I will not be provided a specific reason why I am disqualified from further consideration.***
- ***I understand that if involvement in criminal activity is suspected or discovered, information may be released to appropriate law enforcement agencies.***
- ***I certify that all of the answers and statements made on this form are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I understand that any misstatements of material facts or omissions may subject me to disqualification or denial.***

Print Applicant Name: _____

Signature of Applicant: _____ **Date:**_____

King County

Department of Adult and Juvenile Detention

WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

I hereby authorize you to furnish the King County Department of Adult and Juvenile Detention with any and all information that you may have concerning my work record, my reputation and my arrest history. Information of a confidential and privileged nature may be included. Your reply will be used to assist the department in determining my qualifications, suitability and fitness for interacting with inmates and detainees, including at-risk youth, and access to the King County Adult and Juvenile Detention secure facilities.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and hereby waive those rights with the understanding that all information furnished will be used by the Department of Adult and Juvenile Detention for the purposes of ensuring client well-being and detention safety and security only, unless information provided reveals current criminal activity.

I hereby release you and your organization from any liability or damage that may result from furnishing the information requested.

This waiver and authorization is no longer valid immediately upon termination of my employment, position, or access to DAJD secure facilities, whichever comes first.

Note: A photocopy of this request shall be for all intents and purposes as valid as the original.

_____

Signature

_____

Print Full Name

_____

Date

FORM O
COMMITMENT TO MEET APPRENTICESHIP REQUIREMENTS

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process.

King County
Design-Build Request for Proposals – Contract No. C00863C13
Children and Family Justice Center Design-Build Project

Proposer Name: _____

The Apprenticeship Utilization Requirement for this Project is 15% of the Trade and Craft labor hours.

Proposer agrees to the Apprenticeship Utilization Requirement for this Project.

Date: _____

_____
Signature:

_____
Title

FORM P
INFORMATION SHEET FOR SHELL AND CORE NEW PHASE 2 AREA

The Proposer is required to complete this form. Failure to complete the form and submit to the County may result in the Proposer being declared non-responsive and disqualified from the RFP process

Proposers are required to provide an estimated cost value for the "Shell and Core New Phase 2 Area" for informational purposes only. The Shell and Core New Phase 2 Area is defined on Form D Item 1.C.

Estimated Cost Value is: $_____