

**CITY OF KENMORE
REQUEST FOR PROPOSALS
RFP NO.: 15-C1475**

Kenmore Town Green
Submittal Date: **4:00 pm October 22, 2015** Pacific Local Time

Request for Qualifications Information:

RFP Number: 15-C1475

RFP Title: Kenmore Town Green Inspection Services

Date Issued: October 7, 2015

Contact Person: John Vicente

Email Address: jvicente@kenmorewa.gov

Submittals Due: October 22, 2015 at 4:00 pm

Dates of Publication: Seattle Times and Daily Journal of Commerce, Wednesday, October 7 and Monday, October 12.

Submit Qualifications to:

Physical Address: City of Kenmore
Front Desk, Floor 1
Attn: John Vicente
18120 68th Ave NE
Kenmore, WA 98028

Mailing Address: City of Kenmore
Attn: John Vicente
PO Box 82607
Kenmore, WA 98028

NOTICE

Notice is hereby given that the City of Kenmore, Washington (the City) seeks proposals in response to this Request for Proposals (RFP) No. 15-C1475. Proposals submitted in response to this RFP must be filed with the City at the physical address and submittal due date and time noted above.

PROJECT DESCRIPTION

Inspection services will be needed for the construction of the City's Kenmore Town Green Project (Project). This project will construct a new pavilion building with green roof, landscaping and water features, and sidewalk/roadway work.

Background

This project was designed by Hewitt Architects with a 10-month project duration. Construction bids were opened on September 23rd and the apparent low bidder will be submitted for award on October 12th with City Council. Work is expected to begin on November 2, or thereabouts. The selected consultant will be expected to execute contracts and begin work by this date.

Project Information

To assist those consultants interested in submitting proposals to the City for this project, the project plans are viewable at the ARC website: <http://www.e-arc.com/wa/seattle>. Select "Enter Public Planroom" and look for the "Kenmore Town Green" project.

Preliminary Timeline

Consultant Proposal Review Complete: October 26, 2015
Consultant Interview/Selection: October 27, 2015 (AM)
Construction Start: November 2, 2015
Construction End: Approximately August 2016

Funding

Funding for this project will come from local and state dollars.

Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

- Provide part-time (4 hrs per day) inspection on the all aspects of the project development, prepare daily reports and submit to the City daily.
- Verify compliance with all permits and provide necessary inspections for City issues permits
- Attend all weekly construction meetings
- Review constructor payment requests
- Assist in trouble shooting unforeseen situations during construction
- Assist in coordinating material testing inspection

PROPOSAL EVALUATION COMPONENTS/CRITERIA

Submittal Requirements

Two bound originals and 1 CD of the proposal shall be submitted to the City. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of the proposal. The proposal shall not be delivered by facsimile transmission or other telecommunication or electronic means. Questions related to this RFP may be directed to **John Vicente, Capital Projects Manager, jvicente@kenmorewa.gov**. Questions via phone will not be accepted.

Supplemental information, such as brochures, may be submitted if desired. The proposal shall be limited to single spaced, typewritten pages (min. 12 point font) and shall be no more than **10** pages single sided (not including cover pages) on 8½" x11" paper. The CD copy shall be in pdf format. Submitted proposal shall be double sided. The following format and content shall be adhered to by each firm and presented in the following order:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's proposal and an overview of the consultant team. Indicate the contact address, E-mail address, and telephone number of the respondent and the location of the home office from which the project will be managed.

- B. Proposal:
1. Inspector: 4 hours per day on site for a duration of 40 weeks (for basis of proposal, may be increased or decreased to meet project needs). Include expense for travel time, if any, in addition to the 4 hours.
 2. Project Manager: Oversee contract and budget and other staffing assigned to project. Provide support as needed and ensure daily inspections are conducted as required.
 3. Project Administration: Process documentation.
 4. Other staffing: Other staffing as deemed appropriate
 5. Proposal Breakdown: For each staff, list the individual proposed for the task, their title, and the direct billing rate. Identify the overhead and profit rate separate from the direct cost. Identify any reimburseable expenses individually.
- C. Firm Experience: The consultant is required to provide evidence of experience with working in and around public roads, public agency work, building construction, and civil construction. A maximum of five (5) projects will be listed demonstrating the consultant's experience. The experience listed must have been performed by the consultant and similar in nature to the Project. Include a list of information required or tasks anticipated to be completed by City staff and any other exclusions to the proposal cost. This section should focus on the firm's experience.
- D. Key Staff Experience: The consultant is required to provide evidence working on buildings and civil infrastructure, working with public agencies, and with ADA compliance for buildings and sidewalks for the inspector assigned to this project. A maximum of five (5) projects will be listed demonstrating the inspector's experience.

The City's Evaluation Panel will select the consultant based upon a combination of the lowest price, highest benefit over cost, and qualifications. Following the City staff evaluation of the proposals received, the selected firm may be requested to participate in an interview (either via telephone or in person).

Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the proposals. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Firms eliminated from further consideration will be notified by mail or email by the City as soon as practical.

CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:

Definitions:

Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.

Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.

Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

Conduct Of Participants: After the issuance of any solicitation, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from lobbying any City employee, official or representative at any time during the blackout period.

Sanctions: The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

Rejection Of Submittals: The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ/RFP does not obligate the City to pay any costs incurred by Consultants in the preparation and submission of their Statement of Qualifications/Proposal. Furthermore, the RFQ/RFP does not obligate the City to accept or contract for any expressed or implied services.

RFQ/RFP Addendums: The City reserves the right to change the RFQ/RFP schedule or issue addendums to the RFQ/RFP at any time. The City also reserves the right to cancel or reissue the RFQ/RFP. All such addenda will become part of the RFQ/RFP. In the event that it becomes necessary to revise any part of this RFQ/RFP, the City will issue the addenda on the City's website (<http://www.cityofkenmore.com/contractingandconsulting>). It is the Consultant's responsibility to confirm as to whether any addenda have been issued.

Qualification Modification & Clarifications: The City reserves the right to request that any Consultant clarify its submittal or to supply any additional material deemed necessary to assist in the evaluation of the submittal.

Modification of a submittal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original submittal.

Exceptions: If Consultant(s) takes exception to any term or condition set forth in this RFQ/RFP and/or any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified in the response to this RFQ/RFP. Exceptions or deviations to any of the terms and conditions must not be added to the SOQ/proposal pages but must be submitted in a separate document accompanying Consultant's SOQ/proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

Qualification Signatures: An authorized representative must sign submittals, with the Consultant's address, telephone and email information provided. Unsigned submittals may not be considered.

Contract Award: The City reserves the right to make an award without further discussion of the submittals. The Consultant selected as the apparently successful Consultant will be expected to enter into a contract with the City. The City shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The City reserves the right to award multiple contracts to multiple Consultants for this scope of service if it is in the best interest of the City, or use a contract different from the sample City contract.

TERMS & CONDITIONS

Equal Opportunity Employment: The successful Consultant(s) must comply with the City of Kenmore equal opportunity requirements. The City of Kenmore is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

Title VI: It is the City of Kenmore's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Insurance Requirements: The selected Consultant(s) shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in the City's Standard contract (available upon request).

Indemnification: The selected Consultant will be required to indemnify the City in the manner identified in the City's Standard contract (available upon request).

Business Registration And Taxation: The Consultant(s) awarded the contract will be subject to City of Kenmore Business Registration and Business Taxation as presented in the Kenmore City Code.

Non-Endorsement: As a result of the selection of a Consultant to supply products and/or services to the City, Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

Non-Collusion: Submittal and signature of an SOQ/proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Compliance With Laws And Regulations: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Consultant(s) ultimately

awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Ownership Of Documents: Any reports, studies, conclusions and summaries prepared by the Consultant shall become the property of the City.

Confidentiality Of Information: All information and data furnished to the Consultant by the City, and all other documents to which the Consultant's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

Contracting: Projects funded with federal dollars will require the use of the Washington State Department of Transportation's Local Agency Guidelines Consultant Agreement (DOT Form 140-089EF). For project funded with non-federal dollars, the City's Standard contract (available upon request) will be used.

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City"), and _____, ("Consultant") whose principal office is located at _____.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant [Check applicable method of payment]:

___ According to the rates set forth in Exhibit "B."

___ A sum not to exceed \$ _____ per year.

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing _____ and ending, _____, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with negligent the acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement..

B. The City shall protect, defend, indemnify and hold harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the City, its officers, employees and agents performing the Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. **Other Insurance Provision.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

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

D. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the annual policy endorsements including but not necessarily limited to, the additional insured endorsements evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provisions are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually

agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision of part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision of part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

SAMPLE

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Rob Karlinsey

Title: _____

Title: City Manager

Date: _____

Date: _____