

**REQUEST FOR QUALIFICATIONS (RFQ) FOR  
KITITAS COUNTY JAIL MECHANICAL REPAIRS  
PROJECT MANAGER CONTRACTOR**

**I. PURPOSE OF REQUEST/SCOPE OF SERVICE**

- A. Kittitas County ("County") is accepting statements of qualifications ("Statements") from qualified individuals or firms ("Respondent") interested in providing contractor project management services for the County. Pursuant to Chapter 36.32 RCW, the County seeks a Construction Project Manager ("Project Manager") to oversee and coordinate a scheduled project involving mechanical repairs for the Kittitas County Jail ("Jail Repairs Project"). The Jail Repairs Project will occur on County-owned property located at 205 West 5<sup>th</sup> Avenue, Ellensburg, Washington.
- B. The selected Project Manager must have project supervision experience in construction management services. It will be essential to keep this Project on schedule to meet the space needs of the County.
- C. The selected Project Manager will be responsible for coordinating and managing the Jail Repairs Project construction process. The scope of work for the Jail Repairs Project is referenced in **Attachment 1 – Project Schedule**.
- D. A more detailed description of the Jail Repairs Project scope of work, including the Project plans and specifications, may be found on the County website at [www.co.kittitas.wa.us](http://www.co.kittitas.wa.us), or a copy may be viewed at the office of the Kittitas County Commissioners, 205 West 5<sup>th</sup> Avenue, Room 108, Ellensburg, Washington 98926.
- E. The Project Manager will be required to provide performance, labor and material bonds as required by state law, and insurance as described below.

**II. TIME SCHEDULE**

- A. The County will adhere to the following timetable:

<i><b>Issue Request for Qualifications (RFQ)</b></i>	<i><b>March 2, 2010</b></i>
<i><b>Deadline for Submittal of Responses to RFQ</b></i>	<i><b>March 16, 2010</b></i>
<i><b>Date to Begin Project Management</b></i>	<i><b>April 1, 2010</b></i>
<i><b>Completion of Project</b></i>	<i><b>November 13, 2010</b></i>

- B. Additional timelines are provided in **Attachment 1 – Project Schedule**.
- C. If the Respondent cannot adhere to the County's timetable, please explain why and provide a suggested alternative timetable, along with the Respondent's RFQ response statements.

### **III. GENERAL INFORMATION**

- A. Extra copies of this RFQ, and any questions concerning the RFQ, should be obtained by contacting:

Kittitas County  
205 W. 5<sup>th</sup> Avenue.  
Ellensburg, WA 98926  
**Attn: Patti Johnson, Maintenance Project Manager**  
Office: 509/962-7070  
Email: [patti.johnson@co.kittitas.wa.us](mailto:patti.johnson@co.kittitas.wa.us)

- B. Kittitas County is an Equal Opportunity Employer and affirms that it does not discriminate against anyone on account of race, marital status, religion, age, sex, national origin, or handicap.
- C. The County strongly encourages minority and women-owned businesses to submit qualifications consistent with the County's policy to insure that minority and women-owned businesses are afforded the maximum practicable opportunity to compete for and obtain public contracts.
- D. The selected Project Manager shall comply with all applicable federal, state and local laws, rules and regulations affecting his or her performance and will hold the County harmless against any and all claims arising from the violation thereof.
- E. The County respects the confidentiality of information provided in the Statements of Qualifications. However the Statements may be subject to public disclosure requirements. The submissions will become the property of Kittitas County and thus public information. As such, to the extent required by law, any information contained in the submissions may be reviewed by anyone upon request at the conclusion of the evaluation process.
- F. For purposes of this RFQ, use of the singular shall also be deemed an equivalent use of the plural and vice versa; and reference to an individual shall also apply and be deemed an equivalent reference to a firm which may be a Respondent under this RFQ.
- G. Kittitas County reserves the right to request clarification or additional information from a Respondent.
- H. This solicitation does not obligate Kittitas County to award the Project Manager position to any Respondent. The County reserves the right to reject any and all submissions if they are not responsive to the County's needs.
- I. In the event it becomes necessary to revise any part of this RFQ, addenda shall be provided to all Respondents who receive the original RFQ.
- J. All questions regarding this RFQ should be addressed to **Patti Johnson** at the address and telephone number noted in section III-A, above.

#### IV. INSTRUCTIONS TO APPLICANTS

A. All **RFQ Statements** must adhere to the following guidelines:

1. The RFQ Statement must be **signed**;
2. **Three (3) copies** of the signed **Statement of Qualifications (outlined below)** must be placed in a sealed envelope;
3. The outside of the envelope must plainly identify the **Respondent's Name (your name)**;
4. The outside of the envelope must also be marked **"Qualifications: RFQ for Jail Services;"**
5. The envelope must be sent or delivered to:

Kittitas County  
205 5<sup>th</sup> Avenue, Room 108  
Ellensburg, Washington 98926  
**Attn: Patti Johnson, Maintenance Project Manager**

6. The envelope containing the Statements must be received at the above County point-of-contact on or before close of business, 5:00 p.m. on March 16, 2010.
- B. Kittitas County is not responsible for Statements delivered late by the U.S. Postal Service. It is the Respondent's responsibility to be sure that all Statements, if mailed, are sent sufficiently in advance to be received at the County point-of-contact by the closing date and time. Late Statements properly identified will be returned to the Respondent unopened. Statements delivered by telephone, facsimile or electronic mail will not be accepted.
- C. Statements of Qualifications should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Use of recycled paper for requests is encouraged whenever practicable. Use of both sides of paper sheets for any submittals to the County is desirable whenever practicable.
- D. As basic eligibility, the selected Project Manager must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful Project Manager must not be debarred, suspended, or otherwise ineligible to contract with the County, and must not be included on the General Services Administration's "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.
- E. Whenever it is in the County's best interest, in the opinion of the Kittitas County Board of Commissioners, the County reserves the right to accept the Statements deemed best for the County; to waive minor deviations; to waive any informality in the Statements received; or to reject all responses and advertise for new responses.
- F. The County shall not be responsible for any cost incurred by any Respondent in preparing, submitting or presenting his or her response to this RFQ.

- G. Upon receipt of the Statements of Qualifications, the County will date-stamp them to show the exact time and date of receipt. All Statements of Qualifications received will become the property of the County and will not be returned.

**V. STATEMENT OF QUALIFICATIONS.**

- A. Those responding to this RFQ must provide a signed cover letter that includes his or her Statement of Interest for the Jail Repairs Project Manager position including a narrative describing his or her unique qualifications.
- B. Those responding to this RFQ must attach a Resume (or more than one resume if anticipating that more than one individual will share in the responsibilities) outlining his or her experience and expertise, including experience with similar projects and number of years employed in the construction business.
- C. If you are responding to this RFQ , your Statement of Interest must adhere to the following:
1. Provide a history and important statistics about yourself.
  2. Discuss your ability to meet schedules and your anticipated approach to the Jail Repairs Project;
  3. Discuss availability and commitment (or that of your principal and/or key individuals) to undertake the Jail Repairs Project.
  4. Discuss your familiarity with relevant codes and standards.
  5. Describe the proposed Project assignments and lines of authority and communication for principals and/or other key individuals who will be involved in the Jail Repairs Project. If more than one individual is expected to share in the responsibilities, then indicate the estimated percent of time these individuals will be involved in the Project.
  6. List a maximum of three (3) projects you performed as the prime Project Manager that are most related to this Jail Repairs Project. List the projects in priority order, with the most related project listed first. Provide the following information for each project:
    - a. Project name and location.
    - b. Project owner.
    - c. Project construction cost.
    - d. Project size in gross square feet and scope of work.
    - e. Project description.
    - f. Description of services that you as Project Manager provided for the project.
    - g. State whether you were the individual responsible to the client for the overall success of the project.
    - h. Provide names of consultant project managers, if any, and their areas of expertise.
    - i. Describe how each of your three referenced projects is similar to the Jail Repairs Project and why the services you rendered in each of those three projects are relevant to this Project.

- j. Provide references for each of the three projects listed.
- k. As further evidence of successful past performance, you may also, at your option, provide additional references.

D. Respondents to this RFQ must sign this Statement of Qualifications, and submit three copies to the County by the date and time above referenced as the deadline. If you are an individual applying for the position, then you must sign. If a firm is responding as an applicant for the position, then a principal member of your firm must sign.

## **VI. SELECTION CRITERIA.**

In the event you are the Project Manager selected to commence negotiations with the County regarding a contract, your Statement of Qualifications will be evaluated using the following general criteria. A point system of relative importance with an aggregate total of 100 points will be utilized to evaluate the qualifications of each Respondent:

<b>EVALUATION CRITERIA</b>		<b>Weighting</b>
	Evidence of Project Manager's ability to perform the required services	25
	Qualifications/expertise of the key personnel on the team	20
	Past performance and record of successful completion of similar work	20
	Evidence of availability of staffing to begin immediately upon award of contract	25
	Experience working with County government.	10

## **VII. TERMS AND CONDITIONS.**

### **A. Contract.**

1. **Fully Binding Contract.** If a Project Manager is selected as a result of this RFQ, the County anticipates that the successful individual or firm will be required to enter into a formal contract. However, in the absence of such a contract, the selected individual agrees that his or her submission, together with a "Notice of Award" issued by the County, will constitute a fully binding contract. Failure of the selected individual to accept these obligations may result in cancellation of that individual's selection.
2. **No Obligation to Award; Waiver or Rejection.** This solicitation does not obligate the County to award the project to any Respondent. The County reserves the right to waive as informality any irregularities in the Statement of Qualifications and/or to reject any or all Submittals.
3. **Approved Form.** The contract resulting from the County's acceptance of a Respondent's Statement of Qualifications shall be in a form supplied or approved by the County, and shall reflect the requirements in this RFQ. The County reserves the right to reject any proposed agreement or contract that does not conform to the requirements contained in the RFQ, and/or which is not approved by the County Prosecuting Attorney's office.

4. **Type of Contract.** When a Project Manager is selected, it is expected that the County will require a project management services contract in which a “not-to-exceed price” clause will be negotiated. Negotiations may be undertaken with the successful Respondent who is considered to be the most suitable for performing the work. This RFQ is primarily designed to identify the most qualified individuals. The County will negotiate price with the “first- choice” Respondent. However, the County reserves the right to award the contract to the next most qualified Respondent , and may initiate negotiations with the “second-choice” and subsequent Respondents unless the Project is cancelled or an acceptable contract is executed within fifteen (15) days after the first-choice selection of the Project Manager.
5. **Project Manager Responsibilities.** The selected Project Manager will be required to assume responsibilities for all services required by this RFQ and offered in the Statement of Qualifications, whether or not performed by the Project Manager himself or herself, or by an associate or other key individual. Further, the selected Project Manager will be the sole point of contact for Kittitas County with regard to contractual matters, including payment of any and all charges resulting from the contract. There will be no changes in the contract without approval of Kittitas County.
6. **Compensation.** The County will pay compensation for services only after the services have been performed and an itemized billing statement has been submitted in the form specified by the County and approved by the appropriate County representative. The billing statement shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. No advance payments will be made to the Project Manager. Payment shall be made by the County on a monthly basis, within thirty (30) days after receipt of such billing statement.
7. **Property of County.** All documents created by the Project Manager under contract with the County and/or by his or her associates, subcontractors or other key individuals in connection with the Jail Repairs Project shall become the exclusive property of the County.
8. **Termination for Default.** The contract for the selected Jail Repairs Project Manager may be terminated at the County’s election if for any cause the selected Project Manager shall fail to fulfill promptly and in a timely manner his or her obligations under this agreement. In such event, the County may give the Project Manager a notice of default. The Project Manager shall have ten (10) days after notice of default, within which propose a satisfactory cure. If the Project Manager fails to propose a satisfactory cure as determined by Patti Johnson, the County may terminate this agreement upon the issuance of a five (5) day written notice of termination to the Project Manager. In the event of such termination, the Project Manager shall be entitled to receive reasonable compensation, as determined by the County, for any work completed to the satisfaction of the County.
9. **Contract Disputes.**
  - a. The contractual agreement resulting from the County’s employment of the Jail Repairs Project Manager shall be performed under the laws of the State of Washington. Any

legal action of any nature to enforce such agreement or any of its provisions shall be brought in Kittitas County, Washington.

- b. The individual or firm selected as the Project Manager agrees that if a lawsuit is brought by the County for any default on the part of the Project Manager, and if the Project Manager is adjudged to be in default, the Project Manager shall pay to the County all costs and expenses incurred by the County in connection therewith, including reasonable attorney's fees.
10. **Indemnification.** To the maximum extent permitted by law, the selected Project Manager shall be liable for and shall hold the County harmless from all damages and injuries caused to persons or property arising out of the performance of this agreement. The selected Project Manager agrees to assume the defense of the County and its officers and employees in all legal proceedings or claims with third parties connected with the Project Manager's performance under this agreement; to pay all expenses, including reasonable attorney's fees incurred directly or indirectly on account of such legal proceedings; and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
11. **Personal Liability.** As parties to their agreement for the County to hire the selected Project Manager to oversee and supervise the Jail Repairs Project, Kittitas County and the selected Project Manager understand and agree that in no event shall any official, officer, employee or agent of the County be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, or for any statement or representation made herein or in connection with the agreement.

**B. Insurance.**

1. **Insurance Required.** Prior to undertaking any work as Project Manager, the selected individual must obtain insurance coverage as specified below. The successful individual shall also maintain such insurance continuously for the duration of the Jail Repairs Project and/or associated Work Orders, at no expense to the County.
2. **Project Manager's Insurance Primary.** The Project Manager's insurance coverage shall be in connection with the Jail Repairs Project and for the work performed by the selected individual, and also for work performed by his or her agents, representatives, employees and/or subcontractors. The selected individual's insurance shall be primary with respect to the County's. Any other insurance maintained by the County shall be excess and not contributing insurance with the selected individual's insurance.
3. **Application of Coverage.** Except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, the selected Project Manager's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. **Breach of Insurance Requirements.** Failure of the selected Project Manager to fully comply with the insurance requirements of this RFQ will be considered a material breach

of contract and, at the option of the County, will be cause for such action as may be available to the County under other provisions of this RFQ or otherwise in law, including immediate termination of the agreement between the County and the selected Project Manager.

5. **Required Provisions.** Submittal of Statements of Qualifications pursuant to this RFQ shall contain evidence of the following with respect to the County's insurance requirements:

- a. **Workers' Compensation.** Workers' Compensation in amounts required by law; and
- b. **Commercial General Liability Insurance.** A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; and
- c. **Commercial Automobile Liability Insurance.** A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form or equivalent, with limits of liability not less than One Million Dollars (\$1,000,000); and
- d. **Employers Liability Insurance.** If the Project Manager has employees, a policy of Employers Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000).
- e. **Authorized Signature.** Certificates of insurance and policy endorsements shall be furnished and signed by a person authorized by that insurance company to bind coverage on the insurance company's behalf.
- f. **Ratings Required.** All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.
- g. **County as Additional Named insured.** The County must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the selected Project Manager. A policy endorsement must be provided to the County as evidence of additional insured coverage and must state that the selected Project Manager's insurance shall not be reduced or canceled without thirty (30) days prior written notice to the County.
- h. **No Lapse During Project Term.** The selected Project Manager shall not permit any required coverage to expire during the term of the Jail Repairs Project.

C. **Approval of Sub-consultants or Subcontractors.**

- 1. The County retains the right of final approval of any sub-consultant or subcontractor of the selected Project Manager, and the Project Manager must inform all sub-consultants or subcontractors of this provision.



2. The selected Project Manager shall include subcontractors or sub-consultants at any tier as insureds. Alternatively the selected Project Manager shall:
  - a. Obtain from each sub-consultant or subcontractor not insured under the selected Project Manager's policy or policies of insurance, evidence of insurance meeting all requirements of the County; and
  - b. Maintain such evidence on file for a period of one year after the completion of the Jail Repairs Project and, upon request, submit such evidence to the County for examination; and
  - c. Ensure that the selected Project Manager's coverage of subcontractors or sub-consultants under the selected Project Manager's policies is not excluded by any policy provision or endorsement.

**D. No Conflict of Interest Allowed.**

1. Kittitas County and the selected Project Manager shall have no conflict of interest in connection with award of the position of Jail Repairs Project Manager, and shall abide by the laws of the State of Washington in this regard.
2. Kittitas County and the respondents to this RFQ acknowledge and agree that the selected Project Manager shall have no business or family affiliation with the engineering firm of Hultz/BHU Engineers, Inc. or with the individual or firm that was awarded the construction contract for the Mechanical Repairs Project itself, reflected in the work schedule set out at **Attachment 1 – Project Schedule.**

DATED this \_\_\_\_\_ day of March, 1010.

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