REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL SERVICES FOR THE REMODEL OF THE UPPER DISTRICT COURT

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 Architectural Services for the County. Pursuant to Chapter 36.32 RCW, the County seeks an Architectural firm to work on the interior design and updating of a 9920 square foot building. The Upper District Court project is located at 700 E. 1st Street, Cle Elum, Washington.

B. The project will consist of remodeling the existing Upper District Court to enlarge the Court area, provide for jury room, inmate waiting area and judge's chambers. The project will also include updating electrical and technology in office spaces, a central reception area and courts. The remainder of the building will be used for storage. Exterior work will be limited to minor cosmetic updating.

C. The selected Architect must have experience in remodel and interior design for Public Buildings and Court Facilities.

D. The selected Architect will be responsible for meeting with the Board of County Commissioners and select department heads to coordinate the space needs and the best use of the available space

E. The Architect will be required to provide performance bond as required by state law, and insurance as described below.

II. TIME SCHEDULE

A. The County will adhere to the following timetable:

Request for Qualifications (RFQ)	***May 1, 2012***
Tour of Building	***May 14, 2012 at 1:00pm***
Deadline for Submittal of Responses to RFQ	***May 22, 4:00 pm***
Interview	***Week of June4, 2012***
Award	***June 19, 2012***
Design Complete Bid document ready for bid	***September 18, 2012***

B. 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. 5th Avenue, Rm 108
Ellensburg, WA 98926
Attn: Patti Johnson, Maintenance Project Manager
Office: 509/962-7070
Email: 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 selected Architect 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.

D. 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.

E. 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.

F. Kittitas County reserves the right to request clarification or additional information from a Respondent.

G. This solicitation does not obligate Kittitas County to award the Architectural services to any Respondent. The County reserves the right to reject any and all submissions if they are not responsive to the County's needs.

H. 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.

I. 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 Upper District Court Remodel;"**
5. The envelope must be sent or delivered to:

   Kittitas County
   205 5th 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 **4:00 p.m. on May 22, 2012.**

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 Architect 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 Architect 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 in the Upper District Court remodel design including a narrative describing his or her firm's 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 Upper District Court Remodel Project;

3. Discuss availability and commitment (or that of your principal and/or key individuals) to undertake the Upper District Court Remodel 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 Upper District Court 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 Architect that are most related to this Upper District Court Remodel 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 Architect provided for the interior design and remodel project.
   g. State whether you were the individual responsible to the client for the overall success of the project.
   h. Describe how each of your three referenced projects is similar to the Upper District Court Project and why the services you rendered in each of those three projects are relevant to this Project.
   i. Provide references for each of the three projects listed.
   j. 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.

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:

	EVALUATION CRITERIA	Weighting
	Evidence of Architect'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 an Architect 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 an Architect is selected, it is expected that the County will require an Architect 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 Architect.

5. **Architect Responsibilities.** The selected Architect 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 Architect himself or herself, or by an associate or other key individual. 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 Architect. 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 Architect under contract with the County and/or by his or her associates, subcontractors or other key individuals in connection with the Armory Project shall become the exclusive property of the County.

8. **Termination for Default.** The contract for the selected Upper District Court Project may be terminated at the County's election if for any cause the selected Architect 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 Architect a notice of default. The Architect shall have ten (10) days after notice of default, within which to propose a satisfactory cure. If the Architect 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 Architect. In the event of such termination, the Architect 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 Upper District Court Architect 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 Architect agrees that if a lawsuit is brought by the County for any default on the part of the Architect, and if the Architectis adjudged to be in default, the Architect 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 Architect 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 Architect 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 Architect'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.** Kittitas County and the selected Architect 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 Architect, the selected individual must obtain insurance coverage as specified below. The successful individual shall also maintain such insurance continuously for the duration of the Upper County District Court Remodel Project and/or associated Work Orders, at no expense to the County.

2. **Architect's Insurance Primary.** The Architect's insurance coverage shall be in connection with the Upper District Court 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 Architect'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 Architect 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 Architect.

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 per project 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 Architect 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 Architect. A policy endorsement must be provided to the County as evidence of additional insured coverage and must state that the selected Architect'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 Architect shall not permit any required coverage to expire during the term of the Upper District Court 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 Architect and the Architect must inform all sub-consultants or subcontractors of this provision.

2. The selected Architect shall include subcontractors or sub-consultants at any tier as insureds. Alternatively the selected Architect shall:

   a. Obtain from each sub-consultant or subcontractor not insured under the selected Architect'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 Upper District Court Project and, upon request, submit such evidence to the County for examination; and

c. Ensure that the selected Architect's coverage of subcontractors or sub-consultants under the selected Architect's policies is not excluded by any policy provision or endorsement.

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

1. Kittitas County and the selected Architect shall have no conflict of interest in connection with award of the position of Upper District Court Architect, and shall abide by the laws of the State of Washington in this regard.

DATED this _____ day of May, 2012

Publish: County website