

KING COUNTY HOUSING AUTHORITY



REQUEST FOR PROPOSALS (RFP)

TASK ORDER CONTRACT

For

CIVIL SITEWORK

SERVICES

ISSUE DATE: DECEMBER 30, 2021

DUE DATE: JANUARY 20, 2022 at 2:00 PM

REQUEST FOR PROPOSALS TO PROVIDE CIVIL SITEWORK SERVICES AT KING COUNTY HOUSING AUTHORITY PROPERTIES

The King County Housing Authority is accepting proposals from qualified, licensed **CIVIL SITEWORK Companies** to provide services at King County Housing Authority properties. Proposals will be accepted until **JANUARY 20, 2022 at 2:00pm** by emailing to Danielle Munroe at daniellem@kcha.org

Obtaining the RFP: Complete RFP packets are located online at King County Housing Authority website at <https://www.KCHA.org/business/construction/open/>. You may also request one via email at daniellem@kcha.org There is no cost for requesting a packet.

Questions: We highly encourage any questions or requests for further information or clarification to be directed, in writing, to daniellem@kcha.org by **January 11, 2022 at 2:00PM.**

Pre-Proposal Conference: Pre-proposal conference will be held via Zoom on **Tuesday, January 11, 2022 at 9:00am.** Please email daniellem@kcha.org no later than 3:30 pm on Monday, January 10th, 2022, if interested in attending the call. Contractors are encouraged to attend; however, attendance is not mandatory.

REQUEST FOR PROPOSALS (RFP) FOR CIVIL SITEWORK SERVICES

BACKGROUND:

King County Housing Authority (“KCHA” or “OWNER”) is a municipal corporation that was created in 1939 in order to provide housing assistance to low-income people. KCHA operates in King County outside the cities of Seattle and Renton and administers over 18,000 low and moderate-income apartment units under a variety of Federal, State and Local assisted housing programs that support a wide mix of single, family, disabled and special needs households in King County, Skagit County and Thurston County. Primarily financed by the U.S. Department of Housing and Urban Development (HUD), KCHA manages, maintains and modernizes these housing units. Professional services are required from time to time to provide specialized experience and technical competence to handle some non-routine projects.

All information submitted to KCHA will become public records, as per RCW 42.56. If you are submitting information, which you think is confidential and/or proprietary to your business; KCHA recommends that you do not submit that information, as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

KCHA is an Equal Employment Opportunity Employer and strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit bids or to participate as subcontractors and suppliers on KCHA contracts.

SCOPE OF SERVICES:

Provide comprehensive civil site services for KCHA during both regular business hours and emergency afterhours providing all necessary tools, equipment, labor and other resources as needed.

Contracted services include, but are not limited to: Removal/replacement of concrete curbs, sidewalks, handicap ramps, bollards, retaining walls, patios; Removal/replacement of asphalt parking lots; Overlaying and/or sealcoating of parking lots; Repair/replacement of catch basins, utility vaults, storm drain pipes and jetting of catch basins; Install/removal of gravel, sand, dirt and rock; Site drainage remediation; Emergency erosion control; Striping and stenciling of parking lots; Storm cleanup; Trenching; Welding; Street and trail lighting; Installation of smoking shelters made out of metal framing on concrete slab; and any permitting required by law.

The contractor will be expected to provide periodic support to property management offices for work taking place at residential apartment complexes, mid-rise buildings, multi-family and single-family properties located throughout King County, as well as in Sedro Woolley and Olympia. All civil site work service requests are expected to be responded to within two (2) business days. During an emergency the Contractor must respond within 24 hours. It is the responsibility of KCHA to declare any request as an emergency.

Such civil site work services are to be provided on an “as needed” basis pursuant to the issuance of Task Orders for specific and selected services during the term of the contract. The intent of this contract is for services to be provided in a timely manner for projects that need prompt response or to assist the KCHA in maximizing its efficiencies in civil projects.

The selected contractor(s) shall furnish all expertise, labor and resources in accordance with the requirements of KCHA and shall provide complete services necessary for the Task Order(s) issued during the contract. KCHA may or may not utilize these services or a portion of the services during the term of the contract. KCHA is under

no obligation to fully expend the contract amount with the selected firm. KCHA reserves the right to select more than one contractor at its own discretion.

KCHA shall pay on invoices within 30 days of receipt from the Contractor. Certified payrolls for Davis-Bacon funded tasks will be required to be submitted with the invoice for services performed.

CONTRACT TERM:

The initial term of the contract shall be one (1) year. Upon expiration of the original Contract term, at the Owner's sole discretion, may be renewed in increments up to three (3) years and may be further extended, so long as the original Contract term and any subsequent renewal terms added together do not exceed the Contract maximum of five (5) years. Under this Contract, Task Orders may be issued during the term of the Contract. KCHA is under no obligation to issue Task Orders or to expend any money during the term of the Contract. It is further understood that task orders issued under this contract may not be completed during the contract term and in such case all terms, clauses, rights, and obligations of the Contract shall remain in force, and shall survive until the work is completed.

LABOR AND MATERIAL RATES:

1. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), OWNER must ensure that contractors do not pay its employees that perform such work for the OWNER at a rate less than the rates listed on the HUD Maintenance Wage Rate Determination. Therefore, by submitting a bid, each proposer is thereby agreeing to and verifying that they will not pay their employees at rates less than those listed in Attachment F. It is the contractor's responsibility to review the wage rates and request additional classifications from the OWNER as needed for specific work.
2. HUD issues revised Maintenance wage rates on a bi-annual basis. Wages to employees must be adjusted to meet the minimum required wages as needed.
3. HUD has determined that a Record of Employee Interview (Wage Interview) must be completed by a "representative sample" of workers for each contract. Over the course of the year, KCHA staff may interview your employees while on our job site and ask them questions regarding their names, job duties, and pay. It is a federal requirement that these interviews are completed, and it is also a requirement of any contract issued under this RFP.
4. If the contractor is required to pay Davis-Bacon wage rates (for all "construction in excess of \$2,000"), KCHA will then issue a General Decision as it applies to that work. Current Davis-Bacon wage rates may be viewed via the following steps:
 - a. Enter <https://beta.sam.gov/search?index=wd> and follow the directions to determine the proper wage rate.
 - b. Weekly certified payrolls are required for all work performed under Davis-Bacon rules.
5. All wage rules and requirements must be cascaded down to all subcontractors through contractually binding agreements.
6. The contractor's proposal must clearly indicate the mark-up percentage of any materials over wholesale cost. Material rates must be itemized on invoices submitted at job completion.
7. Any individual Task Order shall not exceed \$50,000. If a task order proposal exceeds \$50,000, then KCHA will either bid that work separately, or revise the task order by reducing scope of work.

8. With the exception of emergency work, a Purchase Order number must be acquired by the contractor from KCHA prior to scheduling or performing any service above and beyond the monthly service under this contract.

BONDS:

Bid, payment and performance bonds will not be required for RFP submission or any resulting contract.

SELECTION PROCESS:

KCHA will check and evaluate all submittals for responsiveness to this RFP. A committee of KCHA personnel will rate contractors based on Pricing and Appropriateness of Technical Approach. Based on this initial scoring, one or more bidders may be asked to participate in a panel interview in which the Technical Qualifications and Management Qualifications will be determined. The rating system will be in accordance with the Evaluation Criteria listed below.

1. KCHA will then enter into negotiations with the highest scored candidate to finalize the labor and material rates and associated costs of the services to be performed. If mutually agreeable terms cannot be met, KCHA may terminate negotiations with the highest scored candidate and begin negotiations with the next highest scored candidate. This process may be repeated as necessary.
2. In addition to requirements listed in forms HUD-5369, and HUD-5370c Sections I & II (see attached), a responsible/qualified company must meet the following standards:
 - a) Have had documented five years minimum of experience in the **CIVIL SITEWORK** trade.
 - b) Have the technical and financial resources to perform and complete the projects successfully in compliance with the attached specifications, terms and General Conditions of the contract.
 - c) Have a good record of past performance which includes, but is not limited to, quality of work, ability to complete projects on time, Contractor’s integrity, compliance with public policy, financial, contractual and tax obligations, and Federal and State rules and regulations in performing contracts. Please complete the attached “bidder’s information/contractor certification” form.

If a proposal is determined to be “not responsive”, KCHA will issue, in writing, the specific reasons for this determination. A company whose bid is determined non-responsive will be allowed to appeal the decision. The appeal must be in writing and must be delivered to KCHA at the address provided in the determination of “not responsive” within 2 business days after KCHA makes the decision. The appeal may include additional information that was not included in the original proposal documents. KCHA will make a final determination after the receipt of the appeal. The final determination may not be appealed.

EVALUATION CRITERIA

Prospective proposers will be evaluated by KCHA based on the following criteria:

- 1. Pricing: 50 points**

Provide pricing as required in **Attachment J**

- 2. Appropriateness of Technical Approach: 5 points**

Submit a complete, clear, and reasonable pricing sheet. Provide a quality work plan which demonstrates understanding of KCHA’s requirements

3. Technical Qualifications:

15 points

Describe your company’s experience and capabilities in providing Civil Sitework Services per the scope of work. Demonstrate ability to respond quickly to service requests and complete work within the agreed upon time frame. Convey process to accurately and precisely determine needed materials and quantities.

4. Management Qualifications:

15 points

Describe company structure and ability to provide stellar customer service for multiple satellite offices, including a single point of contact for all escalated business concerns. Provide clear description of invoicing process and ability to work with a purchase order process.

5. Meeting requirements of Section 3 Category/Strategy:

15 points

See attached document for the Section 3 of the Housing and Urban Development Act of 1968 points structure. Applicants who meet the Section 3 Business categories must indicate in the proposal under which category they are qualified and then are responsible for providing all documentation or other information which supports the applicant’s declared category.

CONDITIONS OF PROPOSAL:

See attached form HUD 5369 “Instructions to Bidders for Contracts”, and forms HUD-5370c Sections I & II “General Conditions for Non-Construction Contracts”.

In addition, KCHA reserves the right: 1) to reject/cancel any or all proposals; 2) to award the contract to one contractor or a number of contractors; 3) to award the contract in different phases based on budget condition; 4) to define and waive any informalities in the RFP; 5) to make a final judgment whether the proposals are responsive or non-responsive to the RFP after carefully evaluating the RFP results, and considering all of the factors; and 6) to make contract awards only to responsible/qualified contractors who meet KCHA’s standards for a specific project as indicated on page 5 item 2 and listed in attachment A, item B. All non-responsive proposals or proposals received from non-responsible or unqualified contractors will be rejected.

KCHA also reserves the right to obtain clarification of any point in a contractor’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a contractor to respond to such a request for additional information or clarification could result in rejection of the contractor’s proposal.

This RFP does not commit KCHA to pay any costs incurred by any contractor in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

KCHA INSURANCE AND INDEMNIFICATION LANGUAGE

INSURANCE REQUIREMENTS:

Any contractor awarded a contract under this RFP shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, its employees, subcontractors, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the contractor. By requiring the insurance below, KCHA makes no statement or representation that such coverage and limits are independently adequate for the contractor’s business operations. Responding contractors are encouraged to contact their insurance representative to establish such adequacy.

Minimum Insurance Requirements

Shall be at least as broad as:

1. Insurance Services Office (ISO) covering: Commercial General Liability written on an “occurrence” basis.
2. Insurance Services Office (ISO) covering: Automobile Liability, symbol 1 (any auto).
3. Worker’s Compensation Insurance (L&I) as required by Washington State Law and Washington Stop Gap.
4. Contractor’s Pollution Liability with coverage at least three (3) years after the completion of the work.

Minimum Coverage:

Shall be at least as broad as:

1. **General Liability (CGL):** \$1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and products/completed operations with no less than a \$2,000,000 aggregate limit
2. **Automobile Liability:** \$ 1,000,000.00 per accident for bodily injury/property damage.
3. **Washington Stop Gap:** \$ 1,000,000.00 per accident for bodily injury, sickness, or disease.
4. **Pollution Liability:** \$ 1,000,000.00 per claim applicable to the work performed covering pollution and/or asbestos liability with a \$ 2,000,000 aggregate limit.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the KCHA. At the option of KCHA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

1. The CGL Automobile, and Contractor’s Pollution Liability policies shall contain, or be endorse to contain, a provision naming KCHA, and their officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the contractor.
2. The contractor’s insurance coverage shall be primary insurance as respects KCHA, its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, employees, agents, partners, or volunteers shall be excess of the contractor’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after **thirty (30) days** [Ten days (10) for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to KCHA.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
5. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-. Contractors must provide written verification of their insurer's rating.

6. **Verification of Coverage:** The contractor shall furnish KCHA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by KCHA before contractor commences delivery or products or services. KCHA reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
7. **Subcontractors:** Any subcontractor shall include KCHA, its officers, officials, employees, agents, partners, and volunteers as an additional insured under its policies. The contractor shall be responsible for subcontractors complying with such requirement, and failure to comply shall constitute breach of contract by the contractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION

The contractor hereby agrees to indemnify, defend, and hold harmless KCHA, and their successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively "Indemnities"), from and against any and all claims losses, harm, costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from the performance of the services, or the acts or omissions of the contractor, its successors, and assigns, employees, subcontractors or anyone acting on the contractor's behalf in connection with this Contract or its performance of this Contract.

PROVIDED, however, that the contractor will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the contractor or the contractor's agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the contractor's negligence or the negligence of its agents, employees.

FURTHERMORE, the contractor acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the contractor's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

The contractor hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the contractor.

SUBMISSION OF PROPOSAL:

Proposals shall be **EMAILED** with the subject line “**PROPOSAL CIVIL SITEWORK - RFP**”. An official authorized to represent the company must sign all the following documentation:

1. Responses to Evaluation Criteria that include demonstration of understanding of the professional services requested, evidence of company’s ability to perform the work, and any other appropriate information;
2. Other attachments as indicated in the “Attachment List” that is required to be returned.

Proposals are due via email to Danielle Munroe daniellem@kcha.org , Management Analyst at the King County Housing Authority, no later than **THURSDAY, JANUARY 20, 2022 by 2:00PM.** Proposals received after due date and time **WILL NOT** be accepted.

RFP ATTACHMENT LIST

A.	KCHA’s General Conditions	
B.	<u>Instructions to Bidders for Contracts HUD-5369</u>	Return with Submission
C.	General Conditions of the contract for Non-Construction HUD-5370C	
D.	Fair Housing / Accessibility Notice	
E.	Non-Technical & Technical Specifications	
F.	HUD MWRD Non-Routine Maintenance	
G.	Davis-Bacon Wage Rate (EXAMPLE ONLY)	
H.	<u>Non-collusive affidavit</u>	Return with Submission
I.	<u>Equal opportunity</u>	Return with Submission
J.	<u>Pricing sheet</u>	Return with Submission
K.	<u>Bidder’s Qualification and Subcontractor’s List</u>	Return with Submission
L.	<u>Contractor Certification</u>	Return with Submission
M.	<u>Section 3 Certification and Clause</u>	Return with Submission
N.	<u>Certification of Payments to Influence Federal Trans. HUD 50071</u>	Return with Submission
O.	<u>Disclosure of Lobbying Activities HUD SF-LLL</u>	Return with Submission
P.	<u>Certification of Compliance with Washington State Wage Payment</u>	Return with Submission