

CITY OF SHELTON, WASHINGTON  
Department of Public Works  
Request for Qualifications  
**Basin 3 Sewer Rehabilitation Project Materials Testing Services**  
February 2018

The City of Shelton, Washington hereby solicits and is accepting “Requests for Qualifications” (RFQ) for provision of professional **Materials Testing Services for the Basin 3 Sewer Rehabilitation Project**.

The following subjects are discussed in this RFQ to assist statement preparation.

Section I – Background  
Section II – Scope of Work  
Section III – Required Insurance  
Section IV – Statement Format and Content  
Section V – Evaluation Criteria and Selection Process  
Section VI – Submittal Procedures  
Section VII – Scoring and Contracting  
Section VIII – Records and Production

**Section I - Background:**

In order to provide timely and efficient design and construction of City of Shelton projects, it is necessary for the City staff to be augmented periodically. At present, the City needs specialized expertise in material and construction testing, as described below in Section II, Scope of Work. No minimum compensation is guaranteed.

**Section II - Scope of Work:**

Consultant shall provide testing services to the City for the Basin 3 Sewer Rehabilitation Project as required to meet regulatory and contract compliance needs. The construction of this project is scheduled to begin on or about March 2018, lasting approximately 250 working days. Consultant shall be available to collect samples or perform testing with as little as 12 hours notice. **The City will provide a 2 (two) hour minimum call out for all inspection services.**

The Basin 3 Sewer Rehabilitation Project includes the following:

1. 3.2 miles of trench reconstruction, including curb, sidewalk, trenching, and hot mix asphalt
2. 17,000 LF of various sized sewer pipes.
3. Roadway excavation and import of borrow.

The general testing services required by City may include, but are not limited to:

- Field Density testing
- HMA compaction
- HMA compliance testing
- Concrete compliance testing
- Concrete strength testing
- Acceptance sampling

- And the related Lab analysis as necessary

### **Section III - Required Indemnification Provision and Insurance Coverage:**

#### **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries 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.

#### **B. No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

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.

**D. Minimum Amounts of Insurance**

The 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.

**E. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**H. Notice of Cancellation**

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

## **J. Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

### **Section IV - Format and Content:**

In submitting a quotation, each vendor acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Commission action approving or disapproving any proposed agreement. The City may accept or reject any proposal or proposed agreement without limitation. Nothing in this Request for Quotation or in subsequent negotiations creates any vested rights in any person or firm.

Quotations, which do not address the items listed in this section, will be considered incomplete and will be deemed non-responsive by the City.

#### **A. Letter of Transmittal**

#### **B. Narrative**

1. Brief resumes of the "Principal-in Charge" and the key technical personnel to be assigned to this project. Discuss the experience of these persons and relate that experience to this project. Include what portion of this contract would be assigned to each person.
2. Description of the Consulting firm, organizational structure, location of principal offices, location of the office that would manage this project, number of professional personnel, and other pertinent information shall be included.
3. A description of the tests, that your firm can provide (including all personnel with specific roles defined as applicable). Discuss your resources and ability to meet the time constraints of the proposed work.
4. List of similar projects, including details regarding scope of services performed and related timeframes and outcomes.

#### **C. References**

Provide names and telephone numbers of at least three references with knowledge regarding your firm's ability to complete this project on time and within budget. Include name, title, telephone, e-mail and address contact information for each reference.

#### **D. Confirmation of Business Organization (Form A)**

The proposer shall complete and identify the business organization under which it currently operates. Including current organizational instruments documenting formation, good standing, organizational structure, decision making process and individuals vested with authority to bind the business organization (including current contact information for all such individuals); company address, business license, tax identification number, and UBI number.

Partnerships and joint ventures will list each member's name, address, business license, tax ID, telephone and fax numbers on a separate sheet of paper attached to the quotation.

#### **Section V - Evaluation Criteria and Selection Process:**

**Quotation cannot exceed five pages maximum. This number includes the Confirmation of Business Organization form. Additionally, submissions shall not include any items, documents or enclosures not specifically requested above in Section IV – Format and Content. This includes brochures, business cards, handouts, etc.**

The basis of award will be to the respondent receiving the most points based on the following criteria:

- 1) Qualifications of the consultant and firm (including but not limited to competence, technical ability, willingness and demonstrated ability to meet deadlines). (MAXIMUM 5 POINTS AVAILABLE)
- 2) Past experience of the firm; and, capability of performing required sampling/testing and meeting required timelines. (MAXIMUM 10 POINTS AVAILABLE)
- 3) Demonstrated understanding of the project and all major issues. (MAXIMUM 5 POINTS AVAILABLE)
- 4) References. (MAXIMUM 5 POINTS AVAILABLE)

The City of Shelton hereby notifies that it will affirmatively insure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Shelton is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability or any legally protected class. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

#### **Section VI – Submittal**

**Three (3) copies of the Request for Quotation are due to the City of Shelton, Washington, Department of Public Works Office prior to 2:00 p.m. on Thursday, February 22, 2018.**

Submittals may be hand-delivered, mailed, or delivered by courier. Facsimile and Emailed submissions WILL NOT be accepted, will be deemed NON-RESPONSIVE, and WILL NOT be considered for this contracting opportunity. ***Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.***

Submittal Address: City of Shelton  
525 West Cota Street  
Shelton, WA 98584  
Attention: Public Works Department

All submittals should be clearly marked on the outside of the envelope: **“Basin 3 Materials Testing Services.”** It is highly preferred that quotations are submitted on 100% post-consumer content recycled paper. All copies should be duplex printed. It is requested that you DO NOT use plastic or non-recyclable covers or bindings (i.e.: combs and spiral bindings, binders, presentation folders, etc.), or include separate section dividers, tabbing or other non-recyclable materials in your submission. The City may consider submittals that do not address the items listed in this section as non-responsive.

Inquiries (NOT SUBMITTALS) regarding this Request for Quotation will **only** be accepted in written form, and should be directed to **brooke.kilts@sheltonwa.gov**. Inquiries/questions must be received at this e-mail address no later than: February 20, 2018 @ 2:00pm, and inquiries/questions received after this date may or may not be answered in the City's discretion.

Before receiving an award, the successful proposer will be required to provide the City of Shelton copies of their current State of Washington and City of Shelton business licenses and Certificates of Insurance, as well as any other documentation required by statute or applicable law.

## **VII – Scoring and Contracting**

A committee of individuals to be selected by the City of Shelton, Public Works Department, will perform evaluation of the submittals. Submittals will be scored and ranked based on the selection committee's evaluation. The firm with the highest cumulative score will be invited to enter into contract negotiations. Contracts must be executed within 30 days of offer (or other agreed to time frame, on a case by case basis), or negotiations will be terminated and the offer to contract will be rescinded. If an agreement cannot be reached, the second highest proposer may be contacted for negotiations. The City reserves the right to award the contract to the highest ranked firm without further discussions. The City reserves the right to reject all proposals received.

In the event of close scoring, a shortlist interview may be performed. Interviews, if necessary, are tentatively scheduled for the week of March 5, 2018. All selected firms will be contacted with specific information as to location and time of the interviews.

## **VIII - Records and Production**

The City is a public entity subject to Washington State statutes regarding Public Records and Open Public Meetings. Subject to the Washington State Public Records Act (chapter 42.56 RCW), the City will generally produce all records generated and received in relation to this RFQ in response to public records requests received.

Any information submitted in relation to this RFQ that is, in the opinion of the submitting party, proprietary or confidential, must be clearly designated as such. Marking of the entire response or entire sections of the response as proprietary or confidential will not be accepted nor honored. The City will not accept responses where pricing is marked proprietary or confidential, and a response so marked may be rejected. To the extent consistent with the Public Records Act, the City will attempt to maintain the confidentiality of confidential or proprietary content marked as such, PROVIDED that if a request is made for marked documents, the City will notify the party who submitted the information of the request, and will provide notice of a date on which the records will be released to the requester, unless the party who submitted the information obtains a court order enjoining release and produces the same to the City prior to the release date. If no court order is so produced, the City will release the requested information.

Information submitted in relation to this RFQ must be marked proprietary or confidential at the time of submittal, and may not later be so designated. Nothing in this section provides any guarantee or assurance that information submitted will not be produced as required by the Public Records Act, even if marked proprietary or confidential. BY SUBMITTING INFORMATION IN RELATION TO THIS RFQ, THE SUBMITTING PARTY AGREES TO WAIVE AND RELEASE ANY CLAIM OR CAUSE OF ACTION AGAINST THE CITY, RELATED TO OR ARISING FROM THE CITY'S GOOD FAITH RELEASE OF SUCH INFORMATION IN RESPONSE TO A PUBLIC RECORDS REQUEST.

CITY OF SHELTON, WASHINGTON  
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February 2018

Identification of Business Organization:

The proposer, by checking the applicable box, represents that it operates as:

- a corporation incorporated under the laws of the State of Washington
- an individual doing business as \_\_\_\_\_
- a partnership (identify all partners on a separate page, attached)
- a joint venture (identify all joint ventures on a separate page, attached)
- other (please specify)\_\_\_\_\_

Full legal name of the proposer:

State of incorporation:

Washington State UBI:

\_\_\_\_\_  
Proposer or Company Name

\_\_\_\_\_  
City of Shelton Business License #

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature Name and Title (print)