

**REQUEST FOR QUALIFICATIONS
(RFQ)**

TERM CONTRACT

FOR

**BUILDING MATERIAL ASSESSMENT /
HAZMAT SERVICES**

RELEASED BY:



**CAPITAL CONSTRUCTION DEPARTMENT
700 ANDOVER PARK WEST, SUITE C
TUKWILA, WA 98188**

PROPOSAL DATES

ISSUANCE DATE: SEPTEMBER 18, 2024

DUE DATE: OCTOBER 16, 2024

TIME: 10:00AM

TABLE OF CONTENTS

1. INTRODUCTION	
1.1 Background	1
1.2 Purpose / Scope of Professional Services	1
1.3 Contract Term and Value	2
1.4 Task Orders, Cost Proposals, Fee Schedules and Invoices	2
2. TERMS OF RFQ	
2.1 RFQ Program Manager	3
2.2 Schedule	4
3. CONDITIONS OF PROPOSAL	
3.1 General Proposal Conditions	4
3.2 Rights Reserved by KCHA	4
3.3 Public Record	4
3.4 Insurance and Indemnification	5
3.5 Fair Housing/Accessibility Notice	5
3.6 EEOE	5
4. STATEMENT OF QUALIFICATIONS	
4.1 General Requirements for Responsive and Responsible Qualified Firm(s)	5
4.2 Submittal Information	5
4.2.7 Additional Forms IF SUBMITTING A PROPOSAL	7
4.2.8 NOT SUBMITTING A PROPOSAL	7
4.3 Submission of Proposals	7
5. REVIEW & SELECTION PROCESS	
5.1 Review Process Overview	7



RFQ BUILDING MATERIAL ASSESSMENT / HAZMAT SERVICES

PART 1 - INTRODUCTION

1.1 BACKGROUND

The King County Housing Authority (KCHA) is a State of Washington municipal corporation that was created in 1939 in order to provide housing assistance to low-income people. KCHA operates in King County, outside of the cities of Seattle and Renton, and provides assistance to over 20,000 low- and moderate-income households under a variety of Federal, State and Local housing programs. A wide mix of individuals, families, and households with special needs in King, Skagit and Thurston County benefit from KCHA's assistance. Primarily financed by the U.S. Department of Housing and Urban Development (HUD), the Housing Authority manages, maintains and modernizes assisted housing units. Professional services are required from time to time to provide specialized experience and technical competence to assist KCHA with various projects.

1.2 PURPOSE / SCOPE OF PROFESSIONAL SERVICES

- A. The purpose of this solicitation is to qualify Consultants to contract with KCHA to provide professional services on an "as-needed" basis pursuant to the issuance of Task Orders for specific and selected services during the term of the Contract. The selected Consultant's firm 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 throughout the duration of the contract. The intent of this contract is for services to be provided in a timely manner for Task Orders that are of an emergent nature needing prompt response to resolve issues, or to assist KCHA in maximizing its efficiencies in planning. **To this end the Consultant must be able to turn items around to KCHA within anywhere from two (2) weeks to one (1) month depending upon the complexity of the task.** KCHA may or may not utilize these services or only 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(s). KCHA reserves the right to select more than one (1) firm at its own discretion for any task.
- B. The Consultant will provide BMA/Hazmat services to include, but not limited to:
1. Provide survey and testing services of asbestos, lead-based paint and other hazardous materials for demolition and renovation projects.
 2. Provide testing summary reports.
 3. Provide recommendations for remedial actions.
 4. Prepare hazardous material abatement plan, specifications, cost estimates and other related services.
 5. Provide other services as needed such as reviews of regulatory information, field observation and coordination with architectural and engineering consultants to complete design and construction documents for assigned projects.
 6. The Consultant shall prepare results/recommendations in the form of written reports.
 7. The Consultant will be required to provide cost efficient functional services that meet the requirements of environmental compliance of various programs.
 8. The Consultant may be required to perform, or assist with preparation of, Phase 1, Phase 2 or Phase 3 Environmental Site Assessments, NEPA, SEPA. The Consultant should use the following:
 - a. AAI Standard 40 CFR 312, Subpart C
 - b. ISO 14015 (Environmental Management Standards)
 - c. ASTMs:



- 1) 1527-13 (ESA Phase 1) – current standard
 - 2) E1903-11 (ESA Phase 2) – current standard
 - 3) or Current Standards
9. The Consultant may also be required to assist with master planning for various projects including development projects.
 10. The Consultant may be required to perform analysis and evaluation of existing conditions at various sites and make recommendations for improvements, solutions, or modifications to existing conditions.
 11. The Consultant may need to coordinate with other professional disciplines on various projects, respond to RFI’s on various projects, attend project progress meetings, and make presentations to KCHA staff.
 12. Such consultant 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.
 13. 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 planning projects. KCHA may or may not require each of these services during the term of the contract.

1.3 CONTRACT TERM and VALUE

The Scope of any Contract resulting from this RFQ will have specific services to include but not limited to those detailed in Section 1.2 of this RFQ.

Term of Contract	Five (5) Years	Unless terminated earlier or subject to extension through modification(s), pursuant to the provisions of the Contract.
Contract Value	\$1,000,000.00	The Contract value may be adjusted by means of change orders during the term of the Contract as authorized and approved by KCHA. One Million Dollars is the limit. Any adjustments are at the sole discretion of KCHA.

To review a sample Contract: [KCHA Sample Term Contract](#)

1.4 TASK ORDERS, COST PROPOSALS, FEE SCHEDULES and INVOICES

A. **Task Orders:** 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 the Consultant’s professional services under the Task Orders issued may not be completed during the Contract term, in such case all terms, clauses, rights and obligations of the Contract, including the approved fee schedule, shall remain in force, and shall survive until the professional services are completed.

1. **Any individual Task Order fee** shall not exceed: **\$100,000.00**
2. **Aggregate total** of invoiced fees for all Task Orders issued during the Contract term shall not exceed: **\$1,000,000.00**
3. **No monetary change orders** will be written to any Task Order.
4. **Review a sample [Task Order](#)**

B. **Cost Proposal:** For each Task Order, the Consultant shall be required to submit a detailed Cost Proposal by task and by discipline / classification per the negotiated two (2) year fee schedule (see 1.4.C of this RFQ for specifics). Cost proposals shall be on the **firm’s letterhead and signed** by an authorized representative. Consultant estimates shall be based on the Scope

of Service and estimated man-hours required for each classification, discipline, and skill level, **utilizing the established rate schedule approved by KCHA, per the Contract.** KCHA shall determine the final, not-to-exceed Task Order amount.

1. Categories and their rates cited in each proposal must be honored for the full term of proposal/Task Order. New categories may be added to the proposal but **only** at the current or lower rate of a similar category that is listed in the proposal that was accepted by KCHA.
 2. **Review a sample [Cost Proposal](#) showing all required information**
- C. **Fee Schedule:** The Contract prepared by KCHA will document the negotiated acceptable rates for the various classifications, disciplines and skill levels. During the term of the Contract, the Consultant shall be contacted by KCHA to provide a Fee Schedule Adjustment every two (2) years, at which time hourly rates by discipline/classification may be adjusted upon the approval of KCHA. Rate increases shall not exceed the annual year-end Consumer Price Index (CPI-U) compounded over the two (2) year period for Seattle-Tacoma-Bremerton as provided by the Bureau of Labor Statistics from the United States Department of Labor. The minimum rates to be paid are provided in the US Department of HUD-Technical Salary Determination.
1. Task Orders will be billed using the **Fee Schedule** that was **in effect** when the Task Order was written, NOT when the work was performed and/or invoiced.
 2. **The Fee Schedule** can be changed during the two-year term ONLY for the addition of people; rates cannot be changed during the two-year term.
 3. **Review a sample [Fee Schedule](#)**
 4. **For the [Technical Salary Determination](#): [Technical Salary Determination](#)**
- D. **Invoice:** For each Task Order, the Consultant will submit an invoice along with a Schedule of Values (SOV), all back-up documentation including sub-consultant invoices and mileage logs.
1. **The Invoice** is reviewed for all requirements as shown in the sample, mathematical accuracy, accompanying documentation and percentage completion accuracy (on SOV).
 2. KCHA reserves the right to return the invoice to the Consultant for correction should any items either shown in the sample or stated in 1.4.D.1 above are missing or inaccurate.
 3. **To review the sample [Invoice](#) with [SOV](#)**

PART 2 - TERMS OF RFQ

2.1 RFQ Program Manager

- A. The Capital Construction Senior Management Analyst is KCHA's **sole point of contact** for this procurement. All communication between the Consultants and KCHA upon receipt of this RFQ shall be with Senior Management Analyst as follows:
- Kelly Iverson, Senior Management Analyst**
Phone: (206) 574-1218
Email: kellyi@kcha.org
- B. **All questions shall be submitted by email only.** You may use email for any communication required for this RFQ except for complaint, and/or protest, if any. The subject line in the email should include **“BMA/Hazmat Services RFQ”**.
- C. Consultants shall rely on written statements issued by the RFQ Program Manager for questions related to this RFQ. Communication directed to parties other than the RFQ Program Manager for the solicitation will not be addressed or acknowledged.
- E. If email is impractical all mail must be addressed to:
- King County Housing Authority**
Capital Construction Department



**700 Andover Park West, Suite C
Tukwila, WA 98188
Attn: Kelly L. Iverson**

2.2 Schedule

This RFQ is being issued under the following schedule. Response dates and times are mandatory and non-negotiable. Failure to meet the required due dates and times may result in disqualification from participation. All times shown below are in Pacific Time.

SCHEDULE PROCESS	DATE and TIME
RFQ Issued by KCHA	September 18, 2024
Questions and Comments Due	October 8, 2024 at Noon
Response to Question and Comments Due	October 10, 2024 at Noon
RFQ Due Date and Time	October 16, 2024 at 10:00AM

KCHA reserves the right to revise the above schedule. KCHA will evaluate the submittals after the RFQ closing.

PART 3 - CONDITIONS OF PROPOSAL

3.1 General Conditions of Proposal

- A. Basic Requirements: The Consultant shall comply with all requests and instructions as stipulated in the RFQ, Return Documents and HUD-5369-B Instructions to Offerors, Non-Construction.
 - 1. Review [HUD-5369-B](#)
- B. Addenda: In the event there are changes or clarifications to this RFQ, KCHA shall issue an addendum. It is the responsibility of the respondent to check with the RFQ Program Manager named in Section 2.1 prior to submittal deadline to ensure that all addenda issued by KCHA have been received.
- C. Eligibility: The successful Consultant and any sub-consultants must be licensed to do business in the State of Washington, have a state UBI number, and be properly authorized and licensed (if required by law) to perform the services proposed.

3.2 Rights Reserved by KCHA

- A. KCHA Reserves the right to:
 - 1. Define and waive any irregularities or informalities in the RFQ.
 - 2. Reject any or all Proposals.
 - 3. Award a contract to one or more consultants.
 - 4. Make a final judgment whether proposals are responsive and responsible to this RFQ after carefully evaluating the proposals and considering all factors.

3.3 Public Record

All information submitted to KCHA will become public record per RCW 42.56. Consultants submitting information should review the confidentiality of such information and relational proprietary information. No guarantee is made by KCHA that submitted information of the Consultant is confidential or proprietary and any information submitted may be disclosed upon a public disclosure request.

3.4 Insurance And Indemnification

- A. Consultant(s) 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 Consultant, its employees, sub-consultants, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the Consultant. By requiring the insurance KCHA makes no statement or representation that such coverages and limits are independently adequate for the Consultant's business operations. Consultant is encouraged to contact their insurance representative to establish such adequacy.
- B. Consultant(s) will also indemnify and hold harmless KCHA, its successors and assigns, directors, employees, agents, partners, and volunteers from and against any claims.

Review the [Insurance Requirements & complete Indemnification and Hold Harmless verbiage.](#)

3.5 Fair Housing/Accessibility Notice

KCHA is responsible for providing this Notice to all current and future Consultants participating in covered programs or performing work covered under this legislation.

For Fair Housing/Accessibility Notice:

https://www.hud.gov/program_offices/fair_housing_equal_opportunity/disabilities/accessibilityR

3.6 Equal Opportunity and Non-Discrimination (Executive Order 11246-as Amended)

The King County Housing Authority 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.

For Executive Order 11246 (as Amended): [Executive Order 11246](#)

PART 4 - STATEMENT OF QUALIFICATIONS

4.1 General Requirements for Responsive and Responsible Qualified Firms

- A. In addition to requirements listed in form HUD-5369-B, a responsive and responsible qualified firm must meet the following standards:
 1. Have had documented five (5) years minimum experience in your profession.
 2. Have the technical and financial resources to perform and complete the projects successfully in compliance with the Contract and General Conditions.
 3. Have a good record of past performance which includes, but is not limited to, quality of work, ability to complete projects on time, Consultant's integrity compliance with public policy, financial, contractual and tax obligations, Federal and State rules and regulations in performing contracts (refer to Submittal Return Form – 1).
 4. Include in submittal all Required Submittal Documents as listed in Section 4.2 of this RFQ.

4.2 Submittal Information

- A. One (1) **bookmarked pdf** submittal.
- B. Submittals shall be:
 1. A maximum of thirty (30) pages not counting
 - a. Table of Contents
 - b. Cover sheet
 - c. KCHA forms that must be returned

2. Not less than 11-point type
 3. **Bookmarked** in the order as listed in 4.2.C below
- C. Order and Content
1. Cover Sheet
 - a. Includes firm’s letterhead with name and address of firm
 - b. Be directed to KCHA including KCHA’s address
 - c. Include the project name (i.e., Request for Qualifications for Hazmat Services)
 2. Table of Contents
 3. Professional Qualifications
 - a. Company overview
 - 1) List company’s specialties
 - 2) Year company established
 - b. Professional and technical competence, experience and capabilities
 - 1) Identify proposed personnel to perform the work
 - 2) Include resumes of the proposed personnel; to include education, substantive experience and any managerial experience
 4. Service Performance
 - a. Describe your firm’s structure
 - 1) Company-wide organizational chart
 - 2) Project organizational chart showing proposed staffing matrix
 - b. List Sub-consultant Firms that would assist with tasked projects
 - 1) List sub-consultant’s discipline
 - 2) Profile
 - 3) Prior working relationship
 - c. Present & past performance with similar services and contracts
 - 1) Detail similar relevant projects completed or in process
 - a) Detail extent of firm’s responsibilities with respect to those projects.
 - b) Include firm’s experience with low-income, multi-family and affordable housing.
 - c) Attach photos or samples of complete projects.
 - d) Reference individual projects’ contact person and phone number.
 - 2) Describe your firm’s experience & comprehensive knowledge of performing services as requested in Section 1.2 of this RFQ.
 - 3) Describe firm’s experience with on-call / indefinite delivery professional services with the following:
 - a) Housing authorities
 - b) Local jurisdictions
 - c) Other government agencies
 - d. Describe your firm’s ability to meet time and budget requirements.
 - 1) Project schedules (including being able to turn items around in a very quick manner – Section 1.2 of this RFQ)
 - 2) Outline your firm’s successful history with time and budget performance factors
 5. Management Qualifications
 - a. List a single point of contact for all business concerns, including escalated concerns. This person should be able to make project and financial decision. List name, title, phone and email address.
 - b. List the name, title and email address of the official who, if your firm is selected, is authorized to bind your firm to contractual requirements*.



- c. Provide your understanding of a Schedule of Value based on the sample provided in this RFQ. [SOV](#)
- d. Provide a clear description of your invoicing processes and include the following:
 - 1) Is your firm’s accounting in-house or is an outside third party used?
 - 2) Can your accounting office provide all items required to be on the invoice no matter the format? [Invoice](#)
 - 3) Can your accounting office provide all required back-up documents?
 - 4) Who will verify the SOV and invoice match?
 - 5) Ability to work with multiple task orders concurrently.

*KCHA understands that a. and b. may be the same person

IF SUBMITTING A PROPOSAL

6. KCHA forms – these forms are to all be signed by an official authorized to bind the firm to the provisions
 - a. Firm’s Qualifications and Experience Record ([Submittal Return Form - 1](#))
 - b. Consultant’s Certification ([Submittal Return Form - 2](#))
 - c. Sub-Consultant List ([Submittal Return Form - 3](#))
 - d. WMBE Survey ([Submittal Return Form - 4](#)) – this is *optional* and will not disqualify your proposal if not submitted
7. [Business and Professional Licenses](#)

IF NOT SUBMITTING A PROPOSAL

8. , KCHA forms – this form is to be signed by an official authorized to bind the firm to the non-participation decision
 - a. Non-Participation Response ([Submittal Return Form - 5](#))

NOTE: Return filled out and signed Non-Participation Response Form to kellyi@kcha.org.

4.3 Submission of Proposal

- A. The Consultant, whether submitting a **Proposal** or a **Non-Participation Response** shall email the proposal or response to:
 1. Kelly Iverson, Sr. Management Analyst: kellyi@kcha.org
 2. The subject line in the email should include “**BMA/Hazmat Services RFQ Submission**”.
 3. Verify that the submission is 15mb or less. If the submission is greater than 15mb, divide the submission up between multiple emails.
 - a. If multiple emails are sent the subject line in the email should read “**BMA/Hazmat Services RFQ Submission Email 1 of X**”.
- B. The date and time stamp of the email shall be used as verification that the submittal was received prior to or on the submittal due date and time.
- C. Submittals received after the specified date and time will not be accepted. **DO NOT MAIL/COURIER** proposals unless specifically requested to do so.

PART 5 - REVIEW & SELECTION PROCESS

5.1 Review Process Overview

- A. Once the established date and time for submission has passed, KCHA will check and evaluate all submittals for responsiveness to this RFQ. A committee of KCHA personnel will review each submittal and evaluate on the following criteria:
 1. **Technical Qualifications** **0-25 Points**

- a. Firm’s experience and capabilities in providing on-call services per scope of work.
 - b. Proposed personnel have qualifications and experience in services listed in scope of work.
2. **Management Qualifications 0-25 Points**
- a. Description of ability to work with concurrent task orders clear and concise.
 - b. Description of invoicing process (including invoicing for concurrent task orders) clear and concise.
 - c. Proposed personnel understands and/or works with Schedules of Value.
 - d. Single point of contact listed.
3. **Service Qualifications 0-50 Points**
- a. Firm has performed similar services and/or worked with similar contracts.
 - b. Firm has experience with low-income, multi-family and affordable housing projects.
 - c. Firm has worked with housing authorities and/or other governmental agencies.
 - d. Firm has shown their ability to meet schedule and budget requirements.
- B. The committee will shortlist the proposals after completing the initial evaluation process and may conduct interviews with selected firms at a time designated by KCHA. KCHA reserves the right to adjust scores of each proposal of non-interview criteria after the interviews are conducted. If necessary, KCHA may also enter into negotiations with the firm(s) to determine the hourly fees and associated costs of the services to be performed. If mutually agreeable terms cannot be met, KCHA may terminate negotiations with the firm(s).
- C. Once the review process has been successfully completed and any negotiations finalized, a Letter of Award will be issued to successful Consultant(s), followed by a Contract to be signed and returned to KCHA.

1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages addressed to the office specified in the solicitation, and showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
 - (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile; if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
 - (2) Have a satisfactory performance record;
 - (3) Have a satisfactory record of integrity and business ethics;
 - (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
 - (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the
 - (6) U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

- (b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or
 - (4) Is the only offer received.
- (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
- (f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.
- (h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

- (a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The HA may
 - (1) reject any or all offers if such action is in the HA's interest,
 - (2) accept other than the lowest offer,
 - (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.
- (c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.
- (e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to ensure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Wonderful Architects | 1234 Main Street, Suite 100 | City, WA 98000 |
P 206.555.5555 | wonderful.com

WONDERFUL ARCHITECT FIRM

January 1, 2022

Construction Project Manager
King County Housing Authority
700 Andover Park W
Seattle, WA 98188

RE: King County Housing Authority — Awesome Project
Contract # CC1234567
Request for Architectural Services

Description:

Wonderful Architect would like to present a proposal for the review and design efforts for the Awesome Project.

Site Name: Venus Satellite

Address: 123 444th Ave SE, Seattle, WA 98999

ARCHITECTURAL BASIC SERVICES:

❖ Task 1 – Schematic Design (50%)

- Design development coordination with KCHA team
- Review Project Schedule
- Review existing project information
- Coordinate onsite meeting with subconsultants & KCHA to review existing site conditions
- Prepare AutoCAD drawings and specifications on WORD files
- Meet with KCHA to review drawings
- Coordinate with local jurisdictions
- Finalization of Schematic level drawings

❖ Task 2 – Developmental Design (75%)

- Refining drawings and specifications
- Provide value engineering
- Finalization of Developmental level drawings and specifications

❖ Task 3 – 90% CD (90%)

- Refining drawings and specifications
- Provide value engineering (if requested)
- Assist with Building permit and acquisition as required
- Prepare documents for permit package
- Finalization of 90% level drawings and specification

❖ Task 4 – Construction Design (100%)

- Complete final drawings and specifications for bid package
- Complete permitting
- Finalization of Construction level drawings

❖ **Task 5 – Sub-Consultants**

- Electrical
- Mechanical
- Plumbing
- Structural

❖ **Task 6 – Construction Administration**

- Attend the pre-bid meeting as required
- Assist with questions and details needed for addendum
- Attend the pre-construction meeting as required
- Assist with RFI and submittals as required
- Provide AutoCAD files of final project documents as required
- Reimbursables
 - Copies Made
 - Mileage
 - Miscellaneous items as allowed by contract

ADDITIONAL SERVICES:

Additional A&E Services will be provided as requested by KCHA. The following Additional Services are not included in the Basic Services listed above. We propose to provide these services as needed. A fee schedule is enclosed for staff rates and reimbursable expenses.

❖ **Additional Services**

- Mechanical Engineering
- Civil Engineering
- Electrical Engineering
- Structural Engineering
- Landscape Architecture
- Commissioning

ARCHITECTURAL SERVICE FEES:

\$17,175.00

ARCHITECT SUMMARY

Classification	Principal	Architect 2	Designer 2	Admin	Total
Rates	\$200	\$125	\$115	\$50	
HOURS					
Task 1 – SD	10		29	6	\$5,635.00
Task 2 – DD	12		20		\$4,700.00
Task 3 – 90%	9		14	6	\$3,471.00
Task 4 – CD	7		12	7	\$3,130.00
Task 5 – Consultants					\$5,125.00
Task 6 – CA					\$500.00

TOTAL PROJECT FEE: \$22,800.00

Please review the proposed scope of work and fees and respond. We look forward to working with you upon receipt of the signed task order.

FEE SCHEDULE WONDERFUL ARCHITECTS

FIVE YEAR CONTRACT TERM – 20XX THRU 20XX

FEE SCHEDULE INTERVAL – MM/DD/YYYY THRU MM/DD/YYYY

MAJOR TASK CATEGORIES/ JOB CLASSIFICATION	FIXED HOURLY BILLING RATE	CURRENT NUMBER OF STAFF
Principal / Director	\$200	7
Associate / Manager	\$100	6
Technical Specialist / Associate	\$90	5
Project Coordinator	\$90	4
Senior Administrative	\$85	3
Graphics / Designer	\$80	2
Administration / Clerical	\$75	1

OTHER DIRECT COSTS plus 10%

Printing and delivery charges, courier services, sub-consultant fees

TRAVEL AND VEHICLE MILEAGE

In accordance with IRS guidelines that are in affect at the time the mileage expense is incurred

NOTE TO CONSULTANTS:

Fee schedules should be on company letterhead.

Hourly rates are to be in whole dollars with no cents.

Task Orders will be billed using the fee schedule that was in effect when the task order was written, NOT when the work was performed and/or invoiced.



CONSULTANT SERVICES TASK ORDER

WONDERFUL ARCHITECTS	CONTRACT #:	KI2300165	T/O #:	25
	EXPIRATION:	12/31/29	DATE:	06/16/23
	CONTRACT AMT.:	\$1,000,000.00	T/O AMT.:	\$22,800.00
	T/O NTE AMT.:	\$22,800.00	AVAIL BALANCE WITH T/O:	\$640,000.00
ARCHITECTURAL SERVICES	VENDOR #:	99999	W/O #:	9999
All Task Orders are issued for a Not to Exceed (NTE) Amount, including All Applicable and Authorized Reimbursable Expenses	INSURANCE EXP.:	06/13/24	PROJECT #:	106.5b
	FEE SCH. EXP:	06/13/25	PM:	HM

PROPERTY NAME and ADDRESS:

<p>Venus Satellite 123 444th Ave SE Seattle, WA 98999</p>	<p>1. The <u>signed</u> Task Order represents the Notice to Proceed Authorization.</p> <p>2. Send <u>signed</u> Task Order to vendor, it serves as their authorization to begin work.</p>
--------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DESCRIPTION and SCOPE OF WORK:

Provide design services for Awesome Project.

Task 1 - Schematic Design

- a. Project setup & management
- b. Coordinate design with KCHA team and consultants
- c. Review existing project information
- d. Prepare SD's and specifications
- e. Site meeting #1 - confirm existing conditions/dimensions

Task 2 - Design

- a. Refine DD's using issue log provided by KCHA
- b. Provide value engineering
- c. Finalization of Developmental level drawings and specifications

KCHA INTERNAL INFORMATION: (IF NO W/O EXPLAIN WHY)

CONSULTANT'S HOUR RATE VERIFIED & FEE SCHEDULE ATTACHED: _____ INITIALS	TASK ORDER AMOUNT: \$22,800.00
----------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------

NOTE: Task Order Number MUST be on every invoice submitted for payment

AUTHORIZED SIGNATURES:

<p>REQUESTED BY:</p> <p>_____</p> <p style="text-align: center; font-size: 8pt;">KCHA PROJECT MANAGER DATE</p>	<p>APPROVED BY:</p> <p>_____</p> <p style="text-align: center; font-size: 8pt;">SR. PROJ. MGR. / DIR. OF CC-WX DATE</p>
<p>REVIEWED BY:</p> <p>_____</p> <p style="text-align: center; font-size: 8pt;">CC PROG. MGR. / SR. PROJ. MGR. DATE</p>	<p>WORK COMPLETED:</p> <p>_____</p> <p style="text-align: center; font-size: 8pt;">CC SR. PROJ. MGR. / SR. MGMT. ANALYST DATE</p>

CONSULTANT SERVICES TASK ORDER

WONDERFUL ARCHITECTS	CONTRACT #:	KI2300165	T/O #:	25
	EXPIRATION:	12/31/29	DATE:	06/16/23
	CONTRACT AMT.:	1,000,000.00	T/O AMT.:	\$22,800.00
	T/O NTE AMT.:	22,800.00	AVAIL BALANCE WITH T/O:	\$640,000.00
ARCHITECTURAL SERVICES	VENDOR #:	99999	W/O #:	9999
SCOPE OF WORK for this TASK ORDER: Continued	INSURANCE EXP.:	06/13/24	PROJECT #:	106.5b
	FEE SCH. EXP:	06/13/25	PM:	HM

Task 3 - 90%

- a. Refine drawings and specifications using issue log provided by KCHA
- b. Submit permit documents to city
- c. Electrical engineering design documents
- d. Complete permit corrections and obtain permit

Task 4 - CDs

- a. Complete final drawings and specifications using issue log provided by KCHA
- b. Complete permitting
- c. Finalization of Construction level drawings

Task 5 - Sub-Consultants

- a. Electrical Engineering - Watts Up Doc?

Task 6 - Construction Admin

- a. One (1) site visit
- b. Assist with up to three (3) RFI's or submittals as requested
- c. Provide CAD or REVIT files of final project documents when requested



CONSULTANT SERVICES TASK ORDER

WONDERFUL ARCHITECTS

CONTRACT #:	KI2300165	T/O #:	25
EXPIRATION:	12/31/29	DATE:	06/16/23
CONTRACT AMT.:	1,000,000.00	T/O AMT.:	\$22,800.00
T/O NTE AMT.:	22,800.00	AVAIL BALANCE WITH T/O:	\$640,000.00
ARCHITECTURAL SERVICES	VENDOR #:	99999	W/O #: 9999
FEES, DELIVERABLES & SCHEDULE for this TASK ORDER	INSURANCE EXP.:	06/13/24	PROJECT #: 106.5b
	FEE SCH. EXP:	06/13/25	PM: HM

DESCRIPTION	RATE	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	LINE TOTAL
Principal Architect II	\$200.00	10.00	12.00	9.00	7.00			\$7,600.00
Designer II	\$115.00	29.00	20.00	14.00	12.00			\$8,625.00
Admin	\$50.00	6.00		6.00	7.00			\$950.00
Consultant(s)	\$1,025.00					5.00		\$5,125.00
Reimbursables	\$500.00						1.00	\$500.00
Total Hrs. per Task		45.00	32.00	29.00	26.00	5.00	1.00	
Total per Task		5,635.00	4,700.00	3,710.00	3,130.00	5,125.00	500.00	22,800.00

TOTAL NOT TO EXCEED: \$22,800.00

DELIVERABLES (if applicable):

Initial DD's; Finalized DD's & specs; Initial SD's; Finalized SD's; Permit Set; CD's and spec; 100% construction drawings and specifications; CAD/REVIT drawings

SCHEDULE (what is due when/work to be completed by):

NTP 6-16-23 CA 10-16-23 to 1-14-24
 Design 6-20-23 to 7-22-23
 CD (90%) 8-1-23 to 9-1-23
 100% CD's 9-22-23

SAMPLE INVOICE

(Regardless of the Consultant's Invoice formatting, all the contents identified in this sample MUST be incorporated into each invoice submitted by the Consultant)

Wonderful Architects | 0160 Main Street, Suite 100 | Somewhere, WA 98000
P 206-555-5555 | wonderful.com 1

King County Housing Authority 3
Capital Construction Dept.
700 Andover Park W., Ste. C
Seattle, WA 98188
Attn: Admin

October 19, 20XX 2
Invoice No: 1234.02 4
Period To: September 30, 20XX 5
Contract No: KI2300165 6
Task Order No.: 25 7¹
Task Order Amount: \$22,800 8
Project No: 106.5b 9
Project Site Name: Venus Satellite 10
Consultant Contact: John Doe 11

Professional Personnel & Task Numbers 12 (Refer to SOV for details) 13

Personnel	Task/Description	Hours	Rate	Total
Principal PJ	Task 2 Meet w/ KCHA	2.75	200.00	550.00
	Task 3 Review issue log	3.00	200.00	600.00
	Task 3 Update specifications	3.00	200.00	600.00
	Sub-Total	8.75		1,750.00
Designer CK	Task 2 Finalized DD drawings	5.00	115.00	575.00
	Sub-Total	5.00		575.00
Admin ZF	Task 3 Update specifications	2.00	50.00	100.00
	Sub-Total	2.00		100.00
	TOTAL	15.75		2,425.00

Sub-Consultant Expenses 14

Sub-Consultant Name	Units/Charges	Rate	Total
Watt's Up Doc?	1,250.29	1.10	1,375.32

Reimbursable Unit Expenses 15

	Units/Charges	Rate	Total
09-10-XX PJ Site Visit 50.63 miles (round trip)	50.63	0.585	29.62
Courier – mylars back to KCHA	20.00	1.10	22.00
TOTAL			51.62

Total for this Invoice: \$3,851.94

¹ Only one task order per invoice

SAMPLE INVOICE

(Regardless of the Consultant's Invoice formatting, all the contents identified in this sample MUST be incorporated into each invoice submitted by the Consultant)

Billing Limits 16

	Current	Prior	To Date
Total Billings	3,851.94	9,472.55	13,324.49
Task Order Limit			22,800.00
Remaining			9,475.51

Outstanding Invoices 17

	Invoice No.	Date	Balance
TOTAL PAST DUE			

Billings To Date 18

	Current	Prior	To Date
Labor	3,800.32	9,442.93	13,243.25
Reimbursable	51.62	29.62	81.24
TOTAL	3,851.94	9,472.55	13,324.49

SYLLABUS:

- 1 Consultant's address information on letterhead
- 2 Date of the Invoice
- 3 KCHA address information
- 4 Invoice number
- 5 Period that Invoice Covers
- 6 KCHA contract number
- 7 Task Order Number (only 1 task order/invoice)
- 8 Task order amount
- 9 KCHA's project number
- 10 Project site name
- 11 Consultant's contact person
- 12 Overview of the work done (classification, person's name, task number w/ brief description, hours, rate, and total)
- 13 SOV – to be attached with each invoice. See sample
- 14 Overview of sub-consultant(s) charges. All sub-consultant invoices MUST accompany the invoice
- 15 All invoices and mileage logs MUST accompany the invoice. SEE NOTE #2 BELOW
- 16 Overview of billings to date and the remainder left on the task order
- 17 Outstanding invoices (if any)
- 18 Billings to date – labor & reimbursable charges separated

SAMPLE INVOICE

(Regardless of the Consultant's Invoice formatting, all the contents identified in this sample MUST be incorporated into each invoice submitted by the Consultant)

NOTES:

- 1 Fee schedule, Proposal and Invoice **MUST** be on company letterhead with logo, address, phone number and contact person. Email/website optional.
Mileage: Can **EITHER** be shown on the invoice as in this example with date of trip, total mileage, to where, reason for trip, rate and total amount; **OR** mileage log can be attached and the invoice will show date of trip, total mileage, rate and total amount.
- 2
- 3 Show Rate paid to Consultant's staff in whole dollars with no cents.
- 4 **Use the approved fee schedule that was in effect when the task order was written.**
- 5 Proposal/Quotes for Task Orders cannot exceed \$100,000, nor include hourly rates that are over/under the Fee Schedule that is on file with KCHA and is current.
- 6 **Only one (1) task order can be listed on an invoice.**
- 7 **All invoices must be sent to einv@kcha.org. If this is not possible, call to make other arrangements.**

[Return to Text](#)

WONDERFUL ARCHITECTS

INVOICE NO.:	1234.02
PERIOD TO DATE:	9-30-20XX
TASK ORDER NO.:	25
TASK ORDER AMOUNT:	\$22,800

A	B	C	D	E	F	G	H
TASK ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED TO DATE (D+E)	% (F/C)	BALANCE TO FINISH (C-F)
			FROM PREVIOUS INVOICE(S)	THIS PERIOD			
1	Schematic Design	5,635.00	5,629.00	-	5,629.00	99.89%	6.00
	Coordinate w/ KCHA	630.00	315.00		315.00	50.00%	315.00
	Site meeting	1,260.00	1,260.00		1,260.00	100.00%	-
	Prepare SD drawings	3,445.00	3,904.00		3,904.00	113.32%	(459.00)
	Prepare SD specifications (Word format)	300.00	150.00		150.00	50.00%	150.00
					-	#DIV/0!	-
2	Design	4,700.00	3,571.25	1,125.00	4,696.25	99.92%	3.75
	Review issue log from KCHA	800.00	1,100.00		1,100.00	137.50%	(300.00)
	Update DD drawings	1,750.00	1,982.50		1,982.50	113.29%	(232.50)
	Meet w/ KCHA	630.00		550.00	550.00	87.30%	80.00
	Finalize DD drawings	1,520.00	488.75	575.00	1,063.75	69.98%	456.25
					-	#DIV/0!	-
3	90%'s	3,710.00	-	1,300.00	1,300.00	35.04%	2,410.00
	Update DD drawings w/ revised issue log from KCHA	2,210.00		600.00	600.00	27.15%	1,610.00
	Update specifications w/ revised issue log from KCHA	900.00		700.00	700.00	77.78%	200.00
	Permitting	600.00			-	0.00%	600.00
					-	#DIV/0!	-

WONDERFUL ARCHITECTS

INVOICE NO.:	1234.02
PERIOD TO DATE:	9-30-20XX
TASK ORDER NO.:	25
TASK ORDER AMOUNT:	\$22,800

A	B	C	D	E	F	G	H
TASK ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED TO DATE (D+E)	% (F/C)	BALANCE TO FINISH (C-F)
			FROM PREVIOUS INVOICE(S)	THIS PERIOD			
4	CD's	3,130.00	-	-	-	0.00%	3,130.00
	Meet w/ KCHA for final review of drawings/specs	400.00			-	0.00%	400.00
	Finalize drawings and specs	1,730.00			-	0.00%	1,730.00
	Permitting	1,000.00			-	0.00%	1,000.00
					-	#DIV/0!	-
5	Sub-Consultant Charges	5,125.00	242.68	1,375.32	1,618.00	31.57%	3,507.00
	Electrical Engineering - Watts Up Doc?	5,125.00	242.68	1,375.32	1,618.00	31.57%	3,507.00
					-	#DIV/0!	-
					-	#DIV/0!	-
6	Construction Admin	500.00	29.62	51.62	81.24	16.25%	418.76
	Reimbursables	500.00	29.62	51.62	81.24	16.25%	418.76
					-	#DIV/0!	-
					-	#DIV/0!	-
	TOTALS	22,800.00	9,472.55	3,851.94	13,324.49	58.44%	9,475.51



KING COUNTY HOUSING AUTHORITY INSURANCE REQUIREMENTS

INSTRUCTIONS / ENDORSEMENT FOR COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE

A. INSURED CONSULTANT:

1. In order to reduce problems and time delays in providing evidence of insurance to the King County Housing Authority you are requested to give your insurance agent or broker a copy of *the Insurance Requirements Sheet along with the Instructions/Endorsement Form(s) for Completing, Executing, and Submitting Evidence of Insurance.*
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State.
3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

B. INSURANCE AGENT OR BROKER:

1. The appropriate Endorsement Form shall include:
 - a. King County Housing Authority as Additional Insured
 - b. State that the Contractor's Insurance Is Primary
 - c. State King County Housing Authority's Insurance Is Non-Contributory In Claims Settlement Funding

PLEASE NOTE: King County Housing Authority **WILL NOT ACCEPT** Certificates of Insurance Alone.

2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included. In each instance, King County Housing Authority shall be named as additionally insured on the appropriate endorsement forms.
3. You shall have an authorized representative of the insurance company forward the completed endorsement forms with his/her phone number noted at the bottom of the page, to King County Housing Authority.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on the endorsement form.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific King County Housing Authority's:
 - a. Contract Number
6. The Coverage and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc. so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with King County Housing Authority's requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.



9. When additional sheets are attached, change the number of pages at the bottom of the form to so indicate.
10. Completed Endorsement(s) including cancellation notices and questions relating to the required insurance are to be directed to:

KING COUNTY HOUSING AUTHORITY
ATTN: CAPITAL CONSTRUCTION DEPARTMENT
700 ANDOVER PARK WEST, SUITE C
TUKWILA, WA 98188

11. Improperly Completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. For extensions or renewals on insurance policies which have King County Housing Authority Endorsement Form(s) attached, the Housing Authority will accept a copy of the endorsement to extend the period of coverage as evidence of continued coverage.

C. MINIMUM LIMITS:

1. REFER TO "Insurance Requirements" attached.



INSURANCE REQUIREMENTS FOR CONSULTANTS

[Return to Text](#)

The Awarded Consultant shall comply as follows:

Consultant(s) 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 Consultant, its employees, sub-consultants, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the Consultant. By requiring the insurance below, KCHA makes no statement or representation that such coverages and limits are independently adequate for the Contractor's business operations. Consultant is encouraged to contact their insurance representative to establish such adequacy.

THE KING COUNTY HOUSING AUTHORITY (AUTHORITY) SHALL BE NAMED AS ADDITIONALLY INSURED ON THE APPROPRIATE ENDORSEMENT FORMS.

MINIMUM SCOPE OF INSURANCE:

Shall be **at least** as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services Office covering any Owned, Leased, Hired and Non-owned, and Automobile Liability (# 1- any auto).
3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Employer's Liability Insurance.
4. Professional Liability.

MINIMUM LIMITS OF INSURANCE:

Shall be **at least** as broad as:

1. General Liability:
\$1,000,000.00 per occurrence for bodily injury, personal injury and property damage, with an aggregate limit of \$2,000,000.00.
2. Automobile Liability:
\$1,000,000.00 per occurrence combined single limit covering bodily injury and property damage.
3. Stop Gap/Employers Liability:
\$1,000,000.00 per accident for bodily injury, sickness or disease. This coverage may be included in the General Liability policy.
4. Errors and Omissions:
\$1,000,000.00 per claim when professional services are provided under the contract.

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 respect



to KCHA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS:

All policies except Errors and Omissions (Professional Liability) are to contain, or be endorsed to contain, the following provisions:

1. The Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers are to be covered as additional insureds as respect to products and services of the Consultant. The endorsement(s) effectuating the foregoing additional insured coverage shall be **ISO form CG 20 10 10 01 or its equivalent¹**. Additional insured status shall be for all limits carried, not limited to the minimum acceptable as required herein.
2. The Consultant's insurance coverage shall be primary insurance as respect to the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by the Authority (KCHA), its officers, officials, employees, agents, partners, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant on behalf of itself and its liability insurance carriers release and waive any claims and subrogation rights against The Authority, its successors and assigns, director, officers, officials, employees, agents, partners, and volunteers. The Consultant agrees that they will cause its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefore, the Consultant shall pay the same.
4. 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 (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
5. 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. 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 (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
6. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII. Consultant must provide written verification of their insurer's rating.
7. Verification of Coverage: The Consultant shall furnish the Authority (KCHA) with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority (KCHA) before the Consultant commences delivery of products or services. The Authority (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.

¹ "Equivalent" means that any endorsements provided must have the equivalent coverage of the listed endorsements. **NOTE: This may cost the Consultant extra money to get this coverage.**



8. Sub-consultants: Any sub-consultant shall include all Consultants as Additional Insured under its policies. Consultant shall be responsible for sub-consultant complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the Consultant. All coverage for sub-consultants shall be subject to all of the requirements stated herein.
9. Claim Made Policies: In the event that the professional liability insurance required by this contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this contract.

INDEMNIFICATION AND HOLD HARMLESS:

The Consultant hereby agrees to indemnify and hold harmless KCHA, its successors and assigns, directors, employees, agents, partners, and volunteers of the foregoing (“Indemnitees”), from and against any and all claims and losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorney’s fees) arising or resulting from such claims, the performance of the services, or the acts or omissions of the Consultant, its successors and assigns, employees, and agents of each of the foregoing, or anyone acting on the Consultant’s behalf in connection with this Agreement or its performance; PROVIDED, however, that the Consultant shall not be required to so indemnify any of such Indemnitees against all liability for damages caused by or resulting from the sole negligence of the Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of the Indemnitees and of the Consultant or anyone acting on the Consultant’s behalf, then the Consultant’s indemnity hereunder shall be limited to the extent of the negligence of the Consultant or its successors and assigns, et al.

The foregoing indemnity is specifically and expressly intended to constitute waiver of the Consultant’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 Consultant hereby agrees to require all its sub-consultants 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 King County Housing Authority (KCHA) as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the Consultant.



FIRM'S QUALIFICATIONS and EXPERIENCE RECORD

QUALIFICATIONS

NAME OF FIRM: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____
(if different from physical address)

CONSULTANT IS A(N): _____ INDIVIDUAL _____ PARTNERSHIP
_____ LLC _____ CORPORATION IN STATE OF: _____

BUSINESS TYPE:

_____ ARCHITECTURAL _____ OTHER: _____
SPECIFY - PLEASE PRINT

_____ ENGINEERING _____
SPECIFY - PLEASE PRINT

UBI No.: _____ FEDERAL TAX ID No.: _____

NO. OF YEARS IN BUSINESS: _____ NO. OF EMPLOYEES IN YOUR FIRM: _____

Is your firm able to provide all services as stated in the RFQ Section 1.2.B? _____ YES _____ NO
If "NO", please explain:

EXPERIENCE RECORD

List three (3) **publicly funded multi-family** projects that your firm has designed, engineered, and/or managed/supervised and completed as specified in the RFQ Section 1.2.B.

(1) PROJECT INFORMATION

PROJECT NAME: _____

PROJECT ADDRESS: _____

PROJECT DURATION PROJECT COMPLETION DATE CONTRACT AMOUNT

OWNER'S / CONTACT'S NAME OWNER'S / CONTACT'S PHONE NUMBER

NATURE OF YOUR FIRM'S WORK



(2) PROJECT INFORMATION

PROJECT NAME: _____

PROJECT ADDRESS: _____

PROJECT DURATION PROJECT COMPLETION DATE CONTRACT AMOUNT

OWNER'S / CONTACT'S NAME OWNER'S / CONTACT'S PHONE NUMBER

NATURE OF YOUR FIRM'S WORK

(3) PROJECT INFORMATION

PROJECT NAME: _____

PROJECT ADDRESS: _____

PROJECT DURATION PROJECT COMPLETION DATE CONTRACT AMOUNT

OWNER'S / CONTACT'S NAME OWNER'S / CONTACT'S PHONE NUMBER

NATURE OF YOUR FIRM'S WORK

The undersigned warrants under penalty of perjury that the foregoing information is complete, true and accurate to the best of his / her knowledge. The undersigned authorizes the King County Housing Authority to verify all information contained herein.

Signature: _____

Name: _____
PLEASE PRINT

Title: _____
PLEASE PRINT

Date: _____



CONSULTANT’S CERTIFICATION

NAME OF FIRM: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____
(if different from physical address)

TELEPHONE No.: _____ **CONSULTANT IS A(N):** _____

If “OTHER”, Describe: _____

UBI No.: _____ **FEDERAL TAX ID No.:** _____

OWNER(S) OF FIRM *(must list all owners; use an additional sheet if necessary)*

NAME OF OWNER(S)	DATE(S) OF OWNERSHIP (from – to)
_____	_____
_____	_____
_____	_____

UNDER PENALTIES OF PERJURY, _____ I / _____ We hereby certify that: (Check the appropriate responses)

- _____ I / _____ We have a complete copy of the RFQ Documents and Drawings (if applicable) as supplied by the King County Housing Authority.
- _____ I / _____ We have no contractual obligation or other disabilities that would prevent _____ Me / _____ Us from meeting the various requirements contained in the RFQ Documents to the greatest extent feasible and with good faith efforts to attempt to meet the attached goals.
- _____ I / _____ We do not and will not maintain, nor permit _____ My / _____ Our employees to work in a location where segregated facilities are maintained, except for separate or single-user toilets and changing facilities, if necessary, to assure privacy between the sexes.
- _____ I / _____ We certify that _____ I / _____ We _____ Have / _____ Have Not participated in an Equal Employment Opportunity Plan in the past that required filing reports with the Government; and that if _____ I / _____ We have, _____ I / _____ We _____ Have / _____ Have Not filed all reports due. If not, the reports will be filed within the next (_____) days.
- The number shown on this form is _____ My / _____ Our correct Taxpayer Identification Number OR _____ I Am / _____ We Are waiting for a number to be issued to _____ Me / _____ Us and
- _____ I / _____ We further certify that _____ I am / _____ We are not subject to Backup Withholding because; (a) _____ I Am / _____ We Are Exempt from Backup Withholding, or



(b) _____ **I** / _____ **We** have not been notified by the Internal Revenue Service (IRS) that _____ **I Am** / _____ **We Are** subject to Backup Withholding as a result of a failure to report all interest or dividends, or

(c) the IRS has notified _____ **Me** / _____ **Us** that _____ **I Am** / _____ **We Are** no longer subject to Backup Withholding.

(If you ARE subject to Backup Withholding, leave #6 blank and go to #7)

7. _____ **I** / _____ **We** have been notified by the IRS that _____ **I Am** / _____ **We Are** currently subject to Backup Withholding because of under reporting interest or dividends.

(If you filled out #6 – you are NOT subject to Backup Withholding, leave #7 blank)

8. _____, who is by title the _____
PLEASE PRINT PLEASE PRINT

of our firm/company and has been designated, as the responsible official to ensure required reports are submitted, and record keeping complies with all the applicable regulations.

AUTHORIZED OFFICIAL:

SIGNATURE: _____

TITLE: _____
PLEASE PRINT

NAME: _____
PLEASE PRINT

DATE: _____



SUB-CONSULTANT LIST

Does your firm regularly use **Sub-Consultants**? _____ Yes* _____ No

*If **Yes**, you must show the name(s) of the Sub-Consultant(s) with their contact information below.

(1) SUB-CONSULTANT INFORMATION

BUSINESS NAME: _____

PHYSICAL ADDRESS: _____

CONTACT NAME: _____ PHONE NUMBER: _____

_____ ARCHITECTURAL _____ OTHER: _____
SPECIFY - PLEASE PRINT

_____ ENGINEERING _____
SPECIFY - PLEASE PRINT

UBI No.: _____

(2) SUB-CONSULTANT INFORMATION

BUSINESS NAME: _____

PHYSICAL ADDRESS: _____

CONTACT NAME: _____ PHONE NUMBER: _____

_____ ARCHITECTURAL _____ OTHER: _____
SPECIFY - PLEASE PRINT

_____ ENGINEERING _____
SPECIFY - PLEASE PRINT

UBI No.: _____



(3) SUB-CONSULTANT INFORMATION

BUSINESS NAME: _____

PHYSICAL ADDRESS: _____

CONTACT NAME: _____ PHONE NUMBER: _____

_____ ARCHITECTURAL _____ OTHER: _____
SPECIFY – PLEASE PRINT

_____ ENGINEERING _____
SPECIFY – PLEASE PRINT

UBI No.: _____

The **Consultant hereby certifies** that the information contained in this Sub-Consultant’s List is accurate, complete and current.

Signature: _____

Name: _____
PLEASE PRINT

Title: _____
PLEASE PRINT

Date: _____

LICENSES – BUSINESS and PROFESSIONAL

**Please include copies of
Business and Professional Licenses**



NON-PARTICIPATION FORM

IF NOT RESPONDING

RETURN ONLY THIS FORM PRIOR TO THE SUBMITTAL DUE DATE.

(Not Returning This Document Could Result in Your Firm Being Removed From Further KCHA Solicitations.)

SUBMITTAL DUE DATE and TIME: _____

NAME OF SERVICES: _____

RETURN FORM TO: kellyi@kcha.org

1. My Firm is NOT RESPONDING on this RFQ because (check all that apply):

- _____ My firm does not perform the requested type of work.
- _____ My firm does not accept term / indefinite contracts.
- _____ My firm cannot meet the insurance requirements.
- _____ The RFQ documents were not received in time to prepare a submittal.
- _____ Other:

2. My Firm would have submitted a proposal on this RFQ if:

NAME OF FIRM: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____
(if different from physical address)

Signature: _____

Name: _____
PLEASE PRINT

Title: _____
PLEASE PRINT

Date: _____