



## **REQUEST FOR QUALIFICATIONS (RFQ)**

for

### **Architectural & Engineering Services Public Safety Radio Communications Sites**

for

### **Kitsap 911 Kitsap County, Washington**

Kitsap 911  
Contracts Manager  
911 Carver Street  
Bremerton, WA 98312-4300  
[contracts.manager@kitsap911.org](mailto:contracts.manager@kitsap911.org)

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Prepared by:  
**R. Scott Peabody, PE**  
**Radio Program Manager**  
360-552-8402 Voice / Text  
e-mail: [speabody@kitsap911.org](mailto:speabody@kitsap911.org)

*PROPOSALS NOT SIGNED, LATE,  
SUBMITTED USING FACIMILE, OR E-MAIL WILL BE REJECTED*

# Kitsap 911

## Request for Qualifications (RFQ) for Architectural & Engineering (A & E) Services

Kitsap 911 (K911) is improving its public safety communications systems and requires architectural and engineering services for development and improvement of radio communications sites. The radio communications sites support critical public safety communication and coordination between law enforcement, fire, rescue and emergency medical service agencies within Kitsap County.

<b>Event</b>	<b>Due</b>
Questions & Inquires Seeking Clarification Due	06/21/2024 4:00PM PT
K911 Response to Questions & Inquiries	06/25/2024 4:00PM PT
Sealed Statements of Qualifications Due	07/11/2024 4:00PM PT
Opening of Sealed Statements of Qualifications	07/11/2024 4:30PM PT
Selection of Firm <i>Subject to approval by K911 Governance</i>	08/01/2024

**Complete RFQ Packages and Amendments are at the Kitsap 911 website**  
[www.kitsap911.org/rfq](http://www.kitsap911.org/rfq).

All questions and inquiries are due via email to [contracts.manager@kitsap911.org](mailto:contracts.manager@kitsap911.org) by June 25, 2024 at 4:00PM (PT). Questions and inquiries received after the due date will not be answered by K911.

## **Introduction**

Kitsap 911 (K911) is seeking Statements of Qualifications (SOQs) from qualified professionals for as-required architectural and engineering (A&E) services.

The firm selected by K911 will provide services described below as projects are developed and funding is approved.

K911 makes no representation as to how many projects will require A&E services.

Duration of the services agreement will be for two (2) years with the possibility for extension by mutual agreement.

K911 will use its website [www.kitsap911.org/rfq](http://www.kitsap911.org/rfq) to provide additional information concerning this RFQ.

## **Qualifications**

Firms must be a current member of the MRSC Rosters <https://mrscrosters.org/>.

Firms submitting their SOQ must be capable of providing the services specified herein and must be licensed, insured, bonded, and certified to conduct business as an Architect and / or Engineer, as applicable, in the State of Washington.

Firms shall demonstrate:

1. Experience with radio communications sites of varying size, scope, and complexity.
2. Ability to complete tasks in a timely manner.
3. Knowledge and understanding to ensure compliance with permitting and regulatory requirements.

Affiliation with The American Institute of Architects (AIA) and LEED (Leadership in Energy and Environmental Design) Accreditation are preferred, but not required. Subconsultants providing engineering functions must be registered and licensed to conduct business as Professional Engineers in the State of Washington at the time of contract award.

Firms (and any subconsultants) submitting a SOQ must not be listed with the Washington State Department of Licensing as debarred, suspended, or otherwise ineligible to contract with K911 and must not be included on the General Services Administration's List of Parties Excluded from Federal Procurement and Non-procurement Programs or the Department of Housing and Urban Development's Limited Denial of Participation list.

## **Services Required**

K911 is requesting SOQs from qualified professionals with expertise and experience with A&E Services for radio communications sites on raw land and in existing buildings. Required services and qualifications include, but are not limited to:

- Development of plans, drawings, photo simulations, specifications, and cost estimates for:
  - Conceptual designs
  - Permit applications
  - Construction
  - Layout drawings
  - Quality assurance
- Local and National code requirements and compliance
- Experience with design, development, and execution of capital projects
- Mechanical, electrical, and plumbing engineering
- Structural engineering:
  - Designs for existing buildings
  - Coordination with NorthWest Tower Engineering for K911's existing radio towers
- Civil Engineering
- Electrical Engineering
- Mechanical Engineering
- Construction administration and oversight
- Cost estimating
- Project Programming
- Surveying
- Acoustics
- Landscape Architecture and Design
- Public Works Contract development and management consistent with the Revised Code of Washington (RCW) and Washington Administrative Code (WAC)

Respondents shall indicate whether they provide the following services that are not currently required but might be in the future:

- Space planning and interior design

### **Inquires and Questions**

All inquiries regarding this RFQ must be submitted via e-mail to the Contracts Manager e-mail address shown on the cover page. Contact by Proposers with any member of the K911 team must be authorized by the Contracts Manager.

### **SOQ Format, Style and Length**

To assure uniformity of the SOQs in response to this RFQ, and to facilitate the evaluation process, all submittals should be organized as follows:

1. Introductory Letter including the following:
  - a. Expression of interest in the work
  - b. Contact name and key personnel
  - c. Statement that the firm will comply with all applicable federal, state, and local laws and regulations
  - d. Statement that the firm will complete services in a timely manner, if selected
  - e. A statement acknowledging receipt of all RFQ addenda if any are issued

2. Indication of the firm’s qualifications and ability to successfully perform the services detailed in this RFQ.
3. Outline of previous work experience that demonstrates the firm and its team members have the expertise required to successfully perform the services detailed in this RFQ.
4. Description of the firm’s work plan, project scheduling approach, budget and cost tracking and method for measuring outcomes and performance for success.
5. A list of three (3) business references for whom similar work has been accomplished and brief descriptions of the services provided.
6. Copy of Firm’s Applicable State of Washington License(s)

Writing styles shall be concise and straightforward. The length of the submittal document shall not exceed 12 pages (single-sided) using 12-point letter font for the main text and at least one-inch margins on both sides, the top and the bottom. Headers or Footers using smaller fonts may be placed between the edge of each page and one-inch margins. Proposals not conforming to the criteria may be considered non-responsive. Supporting documentation (including team member succinct résumés and the Addendum Receipt include later in this RFQ) shall be attached and not included in the determination of total page count.

**Evaluation and Selection**

K911 will evaluate and rate the proposals based on the following criteria:

<b>Points</b>	<b>Factor</b>
40	Key personnel and overall qualifications
15	Demonstrated successful experience with specific examples concerning performance against schedule
15	Demonstrated ability to communicate and work effectively with customers & suppliers
10	Ability to allocate appropriate resources
10	Past performance and references
10	Responsiveness to this RFQ
<b>100</b>	<b>TOTAL</b>

Qualifications will be reviewed and weighted as indicated above.

Following evaluations of the SOQs, the highest-ranking firms may be invited to participate in an interview process. The intent of the interviews is to clarify and verify information provided in the SOQ and to provide the K911 evaluation team an opportunity to learn more about the firm’s relevant experience and expertise.

K911 will negotiate the Scope of Work and budget for each project with the Proposer that K911 determines is best equipped to provide a successful project. The successful Proposer will be required to enter into a Professional Services Agreement (PSA) satisfactory to Kitsap 911 in its sole discretion. Kitsap 911 may determine that the AIA (American Institutes of Architects) Agreement is adequate.

Insurance requirements will be included in the PSA. In no event is Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer must submit proposed exceptions to the AIA Agreement. K911 will review requested exceptions and accept or reject the same at its sole discretion in awarding the contract.

### **Terms and Conditions of Solicitation**

- A. This solicitation will be in accordance with RCW 39.80 and all applicable laws and K911 policies.
- B. K911 reserves the right to:
  - i. Reject any and all proposals and to waive minor irregularities in any proposal.
  - ii. Request clarification of information submitted and additional information on any proposal.
  - iii. Negotiate a contract with the next most qualified Firm if K911 is not able to successfully negotiate a contract with the first most qualified Firm.
- C. The contract negotiated with the most qualified Firm shall be in a form supplied or approved by K911 and shall reflect the specifications in this RFQ.
- D. K911 shall not be responsible for any costs incurred by the Firms in preparing, submitting, or presenting its response to the RFQ or Statement of Qualifications.
- E. All documentation provided to K911 is considered public under applicable Washington State laws and may be subject to disclosure in accordance with Washington State Public Records requirements. Proposers recognize and agree that K911 will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties. Any material requested to be treated as confidential, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and Proposers may be required to justify why such material should not, upon written request, be disclosed by K911 as required by the Washington State Public Records Act. K911 will endeavor to provide at least two (2) business days' notice of a public records request for material submitted pursuant to this solicitation. Proposers must respond to the notice in writing with any objection to the production of the notice within two (2) business days within receipt of the notice. Proposers are responsible for providing and developing any legal support to prevent the release of Proposer information.
- F. Compliance with Laws. The Proposer shall comply with all applicable federal, state, and local laws, rules, and regulations affecting its performance and hold K911 harmless against any claims arising from the violation thereof.
- G. All protests must be in writing, addressed to K911's Contracts Manager, and signed by the protesting party or an authorized Agent. The protest must state the RFQ description, the grounds for the protest with specific facts, and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects will be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator
- Errors in computing the evaluation score

- Non-compliance with procedures described in the procurement document or K911 policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of the submittal of Statement of Qualifications, or 2) K911's assessment of its own and/or other agencies needs or requirements.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold K911's action; or
- Find only technical or harmless errors in the K911's acquisition process and determine K911 to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide K911 options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If K911 determines that the protest is without merit, K911 will contract with the apparently successful consultant.

## **Required Insurance Terms and Conditions**

### **A. Indemnification / Hold Harmless**

Consultant shall defend, indemnify, and hold K911, 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 K911.

However, 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 K911, 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.

### **B. 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.

### **C. 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 K911's recourse to any remedy available at law or in equity.

### **D. 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 at 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. K911 shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for K911 using an additional insured endorsement at least as broad as ISO endorsement form 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.

### **E. 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

### **F. 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 K911. Any insurance, self-insurance, or self-insured pool coverage maintained by K911 shall be excess of the Consultant's insurance and shall not contribute with it.

### **G. Acceptability of Insurers**

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



#### **H. Verification of Coverage**

The Consultant shall furnish K911 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 Agreement before commencement of the work.

#### **I. Notice of Cancellation**

The Consultant shall provide K911 with written notice of any policy cancellation within two business days of their receipt of such notice.

#### **J. 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 K911 may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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 K911 on demand, or at the sole discretion of K911, offset against funds due the Consultant from K911.

#### **K. Kitsap 911 Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, K911 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 Agreement or whether any certificate of insurance furnished to K911 evidences limits of liability lower than those maintained by the Consultant.

#### **Submittal**

If interested in responding to this RFQ, submit FOUR copies of your Statement of Qualifications to K911 Contracts Manager at the address shown on the cover page. Also, provide a USB Flash Drive with the SOQ in its native e.g. Microsoft Word and .pdf format.

#### **Revisions**

In the event it becomes necessary to revise any part of this RFQ, information will be provided posted on the K911's webpage [www.kitsap911.org/rfq](http://www.kitsap911.org/rfq).

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Architectural & Engineering (A & E) Services**

**Addendum Receipt**

Receipt of the following Addendum to the Kitsap 911 Request for Qualifications (RFQ) for Architectural & Engineering (A & E) Services is hereby acknowledged.

**Proposer** \_\_\_\_\_ (date)

<b>Addendum #</b>	<b>Date of Receipt</b>	<b>Signature of Recipient</b>

Note: Failure to acknowledge receipt of every Addendum may be considered an irregularity in the proposal and may be cause for Kitsap 911 to discard the proposal.

**Proposal Submission Address Format**

**Kitsap 911**  
Contracts Manager  
911 Carver Street  
Bremerton, WA 98312-4300

Statement of Qualifications Architectural & Engineering Service  
Received Addendum # \_\_\_\_\_  
Due: \_\_\_\_\_  
          (date)                  (time)

*Cut and use as label on envelop*