



City of Kirkland

Request for Proposals

On-Call Guardrail Repair Services

Job Number 54-24-PW

Issue Date: Friday, January 17, 2025
Due Date: Monday, February 10, 2025 – 4:00 p.m.
(Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington (City), for:

On-Call Guardrail Repair Services Job Number 54-24-PW

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **4:00 p.m. PDT on February 10, 2025 will not be considered.**

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the "Business" tab at the top of the page and then click on "Doing Business with the City" and look under the "Opportunities" tab.

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Contractor response that indicates that any of the requested information in this RFP will only be provided if and when the Contractor is selected as the apparently successful Contractor is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Contractor(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 17th Day of January, 2025.

Jay Gewin
Purchasing Agent
425-587-3123
City of Kirkland

Published in the Daily Journal of Commerce – January 17th and January 24th of 2025

City Background Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current population is 96,920, and Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

Purpose of Request

The objective of this Request for Proposal (RFP) is to solicit proposals to provide the City of Kirkland Public Works Department (the City) with the following services: On-Call Guardrail Repair Services.

The City is seeking a Contractor to repair and replace existing guardrails within a set timeframe when damage occurs. Past repairs to guardrails include damage incurred from fallen trees or vehicle collisions.

All interested proposers are required to submit proposals in accordance with the conditions and dates outlined in this RFP. The City may award more than one Contractor for this service, and the expected contract term is one year with the possibility of two additional one-year extensions.

Scope of Work

This RFP for the repair and replacement of damaged guardrails is intended for unanticipated projects as the needs for repairs arise. The Streets division of the Public Works Maintenance Center (PWMC) will contact the Contractor about sections of guardrail that require repair as needed.

The City's desired service level for this contract is for the Contractor to provide a quote for the repair/replacement within five business days of the request, with the work to be completed within 20 business days of the Streets division's confirmation of the quote.

The Contractor should follow WSDOT standards for the repair and replacement of guardrails. Please see <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/standard-plans> for details.

The Contractor is expected to supply all materials, equipment, and labor to complete the repairs, in addition to removing any debris once the repair is completed. This service is a Public Work as defined in RCW39.04.010(4) and the Contractor agrees to comply with the prevailing wages and other items required in that chapter.

The Streets division of the PWMC will complete a visual inspection of the repair prior to the payment of any invoices.

The estimated annual spend for these repairs may be approximately \$10,000 - \$40,000 per year, with an estimated cost of approximately \$6,000 - \$12,000 per instance. These estimates are provided for informational purposes only.

Proposal Submission and Evaluation

To be considered for selection, please submit the following information:

Letter of Introduction

- Briefly describe the business, and provide the name, address, e-mail, and phone number of the contact person, as well as a summary of the understanding of the scope of services and overall approach to the scope of services.

Services Understanding and Approach

- Identify critical elements of the scope of services and how your business would handle those elements to achieve a successful end result.

Experience and Qualifications

- Describe the business' qualifications as they relate to the scope of services.
- Describe past performance in completing a similar scope of services for other public agencies.

References

- Provide at least three (3) client references for similar projects. Please include the names and phone numbers of client references that would be most knowledgeable of your business' performance.

Rate and Service Structure

- Please include a summary of fees charged for all services and materials provided by your business. These should include all services described in the scope of work, along with the fees for any other related services provided by your business. Example categories are noted below:

- Material Costs
- Crew time labor rates (per hour)
- Traffic control labor rates (per hour)
- Costs for any specific equipment used

Selection Criteria

The City will make a selection based on the evaluation of the proposals. The City may also conduct an interview process with scoring used to determine the selected proposer. The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria and points:

<u>Proposal Section</u>	<u>Points</u>
Statement of Interest/Understanding	25
Contractor background and prior experience	25
References	20
<u>Costs/Rates</u>	<u>30</u>
Total	100

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

- 1. Compliance with Law/City of Kirkland Business License**
 - Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
 - The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

- 2. Insurance**
 - Contractor’s insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

Tentative Schedule

The following schedule contains major milestones and may be modified as a result of Contractor qualification submittals and contract negotiations:

RFP Released	Jan. 17, 2025
RFP questions due in writing:	Jan. 27, 2025, 4:00 p.m.
RFP questions posted with City responses:	Jan. 31, 2025
RFP submittal due date:	Feb. 10, 2025, 4:00 p.m.
Evaluation period, <i>may include interviews</i> :	Feb. 11 – Feb. 28, 2025 (estimate)
Contractor Selection:	Feb. 28, 2025 (estimate)

Selection Process

A selection committee will review all proposals, select finalist(s) and may conduct interviews prior to making the final selection of the Contractor.

Prior to the commencement of work, the City and the selected Contractor will meet either virtually or in person to settle contract details. A notice to the Contractor of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the Contractor in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

Proposal Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. **Proposals must be received by no later than 4:00 p.m. on February 10, 2025 (Pacific Time).**
2. We encourage proposals to be submitted by email. Emailed proposals should include, "On-Call Guardrail Repair Services – Job # 54-24-PW" in the subject line and be addressed to purchasing@kirklandwa.gov.
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. Maximum page count for proposals is 25 pages.
5. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
6. To be evaluated, a proposal must address all requirements and instructions contained within.
7. Provide all references and materials required by the RFP instructions within.

Questions

Questions regarding the City's RFP process should be addressed to:

Jay Gewin
Purchasing Agent
Email: purchasing@kirklandwa.gov

Questions regarding the scope of work, evaluation process, or technical aspects of this request should be submitted in writing no later than 4:00 p.m. PDT on January 27, 2025 to:

Micah Stansberry
Streets and Grounds Supervisor – Public Works
Email: MStansberry@kirklandwa.gov

Responses to questions will be posted on the City's website on January 31, 2025 at the latest.

Contract

The Contractor and the City will execute a General Services Agreement for the scope of work stated in this RFP, including all the requirements found in the sample agreement shown as Attachment A.

To enter into a General Services Agreement (contract) with the City of Kirkland, Contractor will need to provide a W9, proof of relevant insurance requirements on the contract, and obtain a Kirkland business license.

Terms and Conditions

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard General Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

- I. The City reserves the right not to award any portion of this RFP or the project in entirety if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

Confidentiality of Submissions

Confidentiality of Proposals is considered by Kirkland as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the State Public Disclosure Act, Chapter 42.17 RCW.

If a member of the public demands in writing to review portions of submissions which have been marked or identified as confidential, proprietary or business secrets, Kirkland will notify the affected proposer prior to releasing such portions. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice from Kirkland of a demand to review such portions of its proposal and provided Kirkland written notice of the actions, Kirkland may make such portions available for review and copying by the public as Kirkland deems necessary to comply with state law.

The proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing Kirkland for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments under RCW 42.17.340(3). By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the Contractor agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims

as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

DBE Participation

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

Federal Debarment

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).



GENERAL SERVICES AGREEMENT – Public Works (GSA 06/30/2020)

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and _____ (hereinafter the "Contractor"). In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES PROVIDED

- A. The Contractor agrees to provide all necessary labor to perform the following services for the City: Work as described in Attachment ____ to this Agreement.
- B. Contractor acknowledges this is a Public Work as defined in RCW39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, providing the retainage, bonds and paying the prevailing wages required by that chapter.

II. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$_____ as described in Attachment A. Contractor shall submit an invoice to the Department for services rendered. Payment will be made in the normal course of business following receipt of invoice. (Net 30 days.)

III. HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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.

IV. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including 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 Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage as 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 written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor 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 and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the City 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 Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. Public Entity Full Availability of Contractor Limits

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

1. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving five business days notice to the Contractor 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 the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

V. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes.

VI. CONFIRMATION OF CONTRACTOR ELIGIBILITY

Within the three-year period immediately preceding the date of the bid solicitation for this Project, Contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

VII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

Agreed to and executed this _____ day of _____, 20_____.

By their signature below the Contractor also certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

CONTRACTOR

CITY OF KIRKLAND

(signature)

Truc Dever, Public Works Director

Print Name

Date:

Address

City, Zip

Phone(s)

SS#/Tax ID# of Payee: