

REQUEST FOR PROPOSAL
JOB ORDER CONTRACTING
RFP 07-403

Time For Filing:

On or Before 2:00 PM PST or 5:00PM EST,
August 9, 2007

NOTE: All bids must be submitted before the date and time shown above and will not be accepted after that.



Dave Uglem, Purchasing Manager
425-251-8115 ext. 143
duglem@kcda.org

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SECTION – 1

A. JOC RFP AWARD TIME LINE

1. Advertise RFP *July 27 and August 3, 2007*
2. Process Protest Deadline Concluded *August 6, 2007*
3. RFP Due Date *August 9, 2007*
4. Evaluation of Proposals *August 10, 2007*
5. Notify Interviewees *August 10, 2007*
6. Interview Most Qualified Candidates *August 13, 2007*
7. Open Phase II Proposals (Coefficients) *August 14, 2007*
8. Announce Apparent Successful Respondent *August 15, 2007*
9. Board Action *August 16, 2007*
10. Notification of Award *August 17, 2007*
11. Award Notification signed and returned by contractor(s), collect performance bond and insurance documents within 10 business of notification issuance

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B. ADVERTISEMENT FOR JOB ORDER CONTRACTING FIRM

KCDA

Notice for Job Order Contractor Firms
Request for Proposal 07-402

KCDA invites public works contractors to submit proposals for a Job Order Contract (JOC) to provide construction services for minor construction, renovation, modernization and alteration projects.

- **Submittals for Phase I due:** 2:00 PM, August 9, 2007
- **The Maximum Contract Amount** is \$4,000,000 for the first year, \$8,000,000 over the first two (2) years, and if extended, \$12,000,000 over three (3) years. *Please note: The above amounts are subject to amendment upon any change in current state law.*
- **The Unit Price Book** utilized is RS-MEANS, Facilities Building Construction Cost Data – the “then current” Western Edition.
- **Prevailing Wages WAC 296-127 applies to this contract.** Prevailing wages for all work performed pursuant to a job order must be at the rates in effect at the time an individual job order is issued. The contractor shall pay all relevant filing fees.

KCDA encourages the participation of Minority Owned and Woman Owned Business Enterprises in this Request for Proposal.

Individuals with disabilities who may need special accommodations to participate in the public bid opening meeting should contact Dave Uglem at 425 251 8115, extension 143, no later than three days before the scheduled date of the meeting so that arrangements for the modifications can be made.

NOTE: KCDA has made the determination that the use of Job Order Contracting will benefit the public by providing an effective means of reducing total lead-time and cost for public works projects or modernization required at public facilities through the use of unit price books and Job Orders by eliminating time-consuming, costly aspects of traditional public works process.

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C. PROPOSAL SUMMARY

1. SERVICES REQUESTED:

KCDA requests proposals from contractors for a Job Order Contract (JOC) to provide construction services for minor construction, renovation, modernization, and alteration projects. The information necessary to submit a proposal is contained herein.

2. PROPOSAL RECEIPT DATES AND TIMES:

Phase I: Past Performance & Technical Proposal – 2:00 PM August 9, 2007

Phase II: Cost Proposal – 2:00 PM, August 14, 2007

3. PROPOSAL RECEIPT LOCATION: ATTN: Dave Uglem

KCDA Offices
18639 80th Ave S
PO Box 5550
Kent, WA 98064-5550

4. OPENING AND AWARD OF THE JOB ORDER CONTRACT:

Upon receipt of Phase II Cost Proposals, the cost coefficients will be tabulated and final scores publicly read. The KCDA Board of Directors will award the JOC to the contractor submitting the highest scored final proposal, using the evaluation factors and the relative weight of the factors contained herein.

5. PREVAILING WAGE:

WAC 296-127. Prevailing Wage, applies to this contract and the contractor shall pay all fees with each Statement of Intent and/or Affidavit of Wages Paid to the Department of Labor and Industries. Prevailing wages for all work performed pursuant to a job order must be at the rates in effect at the time and job location an individual Job Order is issued.

6. MWOB ENTERPRISES OUTREACH:

KCDA encourages the participation of Minority Owned and Woman Owned Business Enterprises in this Request for Proposal.

7. SPECIAL ACCOMMODATIONS:

Individuals with disabilities who may need special accommodations to participate in the public bid opening meeting should contact Dave Uglem at 425 251 8115, extension 143, no later than August 8, 2007, so that arrangements for the modifications can be made.

8. Work Locations

Each school district in the State of Washington would be eligible to participate in a Job Order Contract established by KCDA. KCDA has divided the state into 8 different regions, divided by county (listed below) and will be requesting pricing for each region. The contractor will be expected to provide services across the State of Washington. Contractors wishing to take exception to this requirement must state the areas in which they would propose to participate. The evaluation committee may or may not wish to consider such exceptions.

Region 1 King, Kitsap, Pierce, Thurston

Region 2 Island, San Juan, Skagit, Snohomish, Whatcom

Region 3 Clallam, Grays Harbor, Jefferson, Mason, Pacific

Region 4 Lewis, Cowlitz, Clark, Wahkiakum

Region 5 Kittitas, Klickitat, Skamania, Yakima

Region 6 Chelan, Douglas, Grant, Okanogan

Region 7 Ferry, Lincoln, Pend Oreille, Spokane, Stevens

Region 8 Adams, Asotin, Benton, Columbia, Franklin, Garfield, Walla Walla, Whitman

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D. INFORMATION FOR RESPONDENTS

1. RFP INTENT:

KCDA, a purchasing cooperative owned by the school districts in the State of Washington, intends to procure a Job Order Contracts (JOC) to provide indefinite delivery, indefinite quantity construction services for minor construction, renovation, modernization, and alteration projects for schools located in the State of Washington. These services will be priced based upon a coefficient (example: multiplier e.g. .95 or 1.10) applied to pre-described and pre-priced tasks contained in the Unit Price Book (UPB).

This contract is based on the need for KCDA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to school districts.

2. UNIT PRICE BOOK:

The Unit Price Book (UPB) for this contract shall be the RS MEANS *Facilities* Construction Cost Data publication. Weighted Average City Cost Index for the closest metropolitan area and the prices in the "Total, incl. O & P" column will be used. The total value of the applicable line items and their quantities will be multiplied by the City Cost Index and the designated coefficient to determine the lump sum cost of Job Orders. The "then current" version of RS MEANS *Facilities* Construction Cost Data will apply upon execution of any Job Order.

3. CONTRACT TERM:

- a) **BASE TERM:** The base term of the contract is **two** years, with the option of extending or renewing the contract for one additional year if mutually agreed to by KCDA and the contractor.
- b) **RENEWAL / EXTENSION:** KCDA shall provide written notice of intent to exercise the contract extension option to the contractor at least sixty (60) calendar days before the expiration of the contract. The contractor will be presumed to mutually agree to the exercise of the extension option, unless the contractor notifies KCDA otherwise in writing within ten (10) calendar days of receipt of KCDA notice to exercise. Cost coefficients in place during the base term of the contract will remain in place for the extension term.

4. CONTRACT VALUE:

- a) The maximum dollar amount for the Job Order Contract shall not exceed \$4,000,000 for the first year of the contract, \$8,000,000 over the first two (2) years, and if extended, \$12,000,000 over three (3) years for each member of the KCDA cooperative. *Please note: The above amounts are subject to any change in current state law.*
- b) Job Orders issued for a particular project may not exceed in total three hundred fifty thousand dollars (\$350,000).
- c) Less than twenty percent (20%) of the dollar value of the Job Order may consist of items of work not contained in the unit price book.
- d) At least eighty percent (80%) of the work completed under the Job Order Contract must be subcontracted by the contractor to entities other than the contractor.
- e) For each Job Order Contract, no more than two Job Orders will be issued equal to or greater than three hundred fifty thousand dollars (\$350,000) in a twelve (12) month contract performance period for each member of the KCDA cooperative. For the purpose of this calculation, all Job Orders issued on the same project will be considered one Job Order. *Please note: The above amounts are subject to any change in current state law*

5. JOB ORDER LIMITS:

- a) All Job Orders issued for the same project will be treated as a single Job Order for purposes of the three hundred fifty thousand dollar (\$350,000) limit.
- b) Any new permanent, enclosed building space constructed under a Job Order will not exceed two thousand (2,000) gross square feet.

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- c) For purposes of chapters 39.08 (Contractor's Bond), 39.12 (Prevailing Wages on Public Works), 39.76 (Interest on Unpaid Public Contracts), and 60.28 RCW (Lien for Labor, Materials, Taxes on Public Works), each Job Order issued will be treated as a separate contract. The alternate filing provisions of RCW 39.12.040(2) (Statement of Intent to Pay Prevailing Wages, Affidavit of Wages Paid) will apply to each Job Order that otherwise meets the eligibility requirements of RCW 39.12.040(2).
 - d) The contractor will not be required to accept any Job Orders below \$2,000.
- 6. NON PRE-PRICED ITEMS:**
Items that cannot be found in the Unit Price Book are considered "non pre-priced". If an item basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item, if appropriate rationale and documentation is provided in the final line item proposal. If a like item cannot be found, the contractor will obtain three quotes and provide them to the KCDA representative, who will negotiate an equitable price with the contractor. Once negotiated, this price can be added to the Unit Price Book and will no longer be considered non pre-priced. No more than twenty percent of the dollar value of a work order may consist of work not contained in unit price book.
- 7. LEGAL COMPLIANCE:**
All current national, state and local codes will apply to the work done under this contract.
- 8. PROTEST OF SOLICITATION:**
Any potential bidder may protest the process by which the KCDA is soliciting offers for the Job Order Contract Services contract award by submitting a protest in writing, with a detailed basis for that protest to Dave Uglen, Purchasing Manager, PO Box 5550, Kent, WA, 98064-5550. This protest must be received no later than close of business on August 6, 2007. Within 3 working days the protest will be reviewed and its merit determined by KCDA, and a decision shall be issued in writing stating the reasons for the action taken and shall be provided to all respondents. If it is proven the protest has merit, then an addendum shall be issued. Any bidder that fails to submit a protest as described in this section waives any protest of the solicitation procedure set out in this RFP.
- 9. PHASE I PROPOSALS:**
Phase I Proposals will include a one or two page Letter of Introduction and Intent, a Past Performance Section, and a Technical Section, all as described in detail in Section 5 below.
- 9. PHASE II (FINAL) PROPOSALS:**
Phase II (Final) Proposals, will consist of an oral interview / presentation and the submission of a sealed Cost Proposal. The Cost Proposal will provide the contractor's cost coefficient or "multiplier" for normal hours (*M - F, 7 AM to 5 PM*) and "other" hours (any times other than normal hours when KCDA directs the contractor to work), along with a brief explanation of the rationale for these coefficients. The date, time, and place of the interview, shall be indicated in the Letter of Invitation of Phase II participation and the date of the submission of the sealed Cost Proposal shall be no later than 2:00 PM, August 14, 2007.

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11. EVALUATION COMMITTEE:

KCDA has delegated the evaluation of proposals received for this solicitation to an Evaluation Committee. This Evaluation Committee will evaluate both the Phase I and Phase II proposals based on the criteria contained herein. The Evaluation Committee will review the Phase I proposals and will determine the most qualified finalists to submit proposals in Phase II and will preside at the interviews of the contractors in Phase II.

12. BID SECURITY:

Each Phase II (Final) Cost Proposal Submittal shall be accompanied by a bid security in the form of a certified or bank cashier's check payable to KCDA or a bid bond executed by a bonding company licensed in the State of Washington on a Public Works Bond or equivalent form, equal to twenty five thousand dollars (\$25,000). The bid security constitutes a pledge that the contractor will enter into a Contract with KCDA Member Schools in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance and all other documents required by the Contract Documents. Should the contractor fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to KCDA as liquidated damages, not as a penalty.

13. NOTIFICATIONS:

- a. If the contractor is notified by telephone or facsimile communication on August 10, 2007 that it has been selected to participate in the Phase II (Final) Proposal, the contractor agrees to be available for an interview at a time to be determined on August 13, 2007. Persons with whom KCDA will be working most closely for the duration of the contract should be at the interview.
- b. If the contractor is notified by telephone or facsimile communication on the date that bids are received, the respondent agrees to be available for contract processing in Kent, WA with KCDA on the following day.

14. MWBE OUTREACH PLAN:

If awarded the contract, the successful contractor must provide KCDA with a MWBE Outreach Plan that equitably spreads subcontracting opportunities. This MWBE Outreach Plan must be approved by KCDA prior to any Job Orders being issued under the contract.

15. MINIMUM QUALIFICATION REQUIREMENTS AND DISQUALIFICATION CRITERIA:

To present proposals under this RFP, a contractor must meet the following minimum qualifications:

- a) Possession of a Washington State Contractor's License
- b) Ability to bond with an A.M. Best Rated Company A or better (as evidenced by a letter from the surety).
- c) Ability to provide the required insurance (as evidenced by a letter from the surety).

Any contractor submitting a proposal that does not evidence an ability to meet these minimum requirements shall be disqualified. In addition, any contractor deemed to have misrepresented information contained within its written proposal or presented during its oral interview shall be disqualified.

16. BID PROTESTS:

All bidders shall have five (5) business days following the opening of Phase II (Final) Proposal Submissions to file a bid protest. Bid protests must be in the form of a detailed written statement of the grounds for the protest and must be filed with KCDA in that five (5) business day period. Failure to submit a bid protest within five (5) business days following the opening of Phase II (Final) Proposal Submissions constitutes a waiver of the bidders right to protest the bid. KCDA will promptly make a determination on the merits of the protest and provide to all bidders a written decision of denial or acceptance of the protest. KCDA will not execute the contract until two business days following its decision on a bid protest.

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17. PUBLIC RECORDS:

Except as provided below, all proposals submitted by the contractors shall be open to the inspection of any interested person, firm, or corporation in accordance with RCW 39.10.100 and chapter 42.17 RCW.

Trade secrets, as defined in RCW 19.108.010, or other proprietary information submitted by a bidder, offeror, or contractor in connection with an alternative public works transaction under this chapter shall not be subject to chapter 42.17 RCW if the bidder, offeror, or contractor specifically states in writing the reasons why protection is necessary, and identifies the data or materials to be protected.

18. INSURANCE:

The contractor will maintain, at its expense, adequate insurance coverage to protect it from claims arising under the Workers Compensation Act, from claims for damages resulting from bodily injuries and damage to the property of others, and from claims for damages resulting from the operation of motor vehicles.

Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Washington or any Federal statutes as may be applicable to the Work being performed under this Contract.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Each Employee for Disease
\$1,000,000	Policy Limit for Disease

COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence

AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000	Each Person for Bodily Injury
\$1,000,000	Each Accident for Bodily Injury
\$1,000,000	Each Occurrence for Property Damage

The policies providing Commercial General Liability and Automobile Liability insurance as required above shall be endorsed to name Owner as Additional Insured with the Additional Insured Endorsement Attached. Certificate shall also include the A.M. Best rating on the insurance company providing coverage. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

All policies providing Job Order Contractor's insurance as required in Paragraph 33.1 above shall be endorsed to provide the following:

Thirty days written notice of cancellation or non-renewal given to Owner.

Waiver of subrogation in favor of Owner.

The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

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Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

19. CONTRACTOR CERTIFICATION:

In signing a proposal, a contractor certifies that the proposal is being made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, supplies, equipment, and/or services, and is in all respects fair and without collusion and fraud.

20. WORK BY OWNER:

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

21. RFP INQUIRIES:

Requests for additional information or clarification of specifications should be directed in writing to: Dave Uglem, Purchasing Manager, KCDA, PO Box 5550, Kent, WA 98064-5550.

NOTE: INFORMATION OBTAINED FROM ANY SECTION OF THE PROPOSAL, OR ANY OTHER RELEVANT SOURCE, MAY BE USED IN EVALUATION.

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E. PROPOSAL REQUIREMENTS

1. PHASE I PROPOSAL SUBMITTAL PACKAGE:

- a) The Phase I Proposal should be placed in a 3-ring binder, securely wrapped or packaged, and marked: “Job Order Contract, RFP 07-402.” The name of the contractor shall be clearly displayed on the binder cover. Each section shall be separated by tabbed dividers with appropriate labels.
- b) Each contractor shall submit THREE (3) copies of its entire proposal, bound as described above and in the same order as sequenced in Paragraph 2, “Organization of Phase I Proposal”.

2. ORGANIZATION OF PHASE I PROPOSAL:

Phase I Proposal shall be divided into five sections as follows:

a) **Letter of Introduction and Intent.**

This letter shall introduce the company or partnership to the school district, and describe the Respondent’s intent and desire in submitting this proposal. The letter shall also evidence the Contractor’s ability to meet the qualifications listed in the Information for Respondent Section, Paragraph 17.

b) **Past Performance Section.**

The Past Performance Section shall to the best of contractor’s ability address all items described in the Evaluation and Scoring Factors listed in the Selection Criteria Section under “Past Performance” and “Relevant Experience,” and shall contain at a minimum the following information:

- 1) List of all contracts completed within the last three (3) years, or currently in progress, involving the use of multiple subcontractors or multiple projects. The following information should be provided on each contract:
 - (a) Owner name and location of contract
 - (b) Type of project and total value of work done
 - (c) Start date and completion date
 - (d) Names and phone numbers of major subcontractors, if applicable
 - (e) Small business or Minority and Woman Owned Business goals for the contracts, if applicable, the efforts made to achieve the goals, and whether or not the goals were achieved
 - (f) JOC and other delivery order, task order type of construction services provided
 - (g) Owner Contact Name, Phone Number, Address, Fax Number, “E” mail address, and position of primary point of contact (Contractor may provide a secondary point-of-contact, if desired.)

Do not leave out any relevant projects! KCDA reserves the right to check references other than those submitted.

- 2) List of all Claims and the total of all change orders for each project referenced in item 2.B.1 (above), with at a minimum the following information:
 - (a) Owner name and location of contract
 - (b) Original bid amount for contract
 - (c) Total amount of claim(s) requested by contractor on project
 - (d) Total amount paid by owner for claims on project
 - (e) Total amount of all change orders paid by owner on project
 - (f) Change orders as a percentage of original bid amount

Do not leave out any relevant information! KCDA reserves the right to check with references to verify information.

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- 3) Safety records for the last three years, including at a minimum evidence of the following:
 - (a) 3 years records L&I/OSHA Worker Comp MOD Factor
 - (b) OSHA 300 Annual Summary
 - (c) List of OSHA/WISHA/EPA Citations received within the past three (3) years
 - (d) Copy of firm's L&I Accident Prevention Program.
- 4) Description of contractor's relevant experience, including experience with the following:
 - (a) Performing JOC or other job order type construction services.
 - (b) Managing school or other educational facilities projects.
 - (c) Managing multiple projects simultaneously.
 - (d) Managing multiple subcontractors.
 - (e) Partnering as a member of a team consisting of the client, its customers, the contractor, and the contractor's employees and subcontractors.
 - (f) Managing public works projects in the State of Washington.

c) Technical Section.

The Technical Section shall to the best of contractor's ability address all items described in the Evaluation and Scoring Factors listed in the Selection Criteria Section under "Project Management Ability" and "Subcontractor Management Ability," and shall contain at a minimum the following information:

- 1) Overview of the organizational structure of the contractor
- 2) Job title, brief description of the responsibilities of the key personnel that will manage the Job Order Contract, and resume of each key personnel member
- 3) Location of the contractor:
 - (a) Identify and give the location of contractor's local office. If no local office, describe how the contractor will provide for this need.
 - (b) Describe where the contractor's project management staff is from and whether they will live within 30 miles of the city of Kent, WA. If not, describe where they will be located
- 4) Description of contractor's company philosophy in regards to management of the Job Order Contract, and on interacting with, and partnering with, an owner in a Job Order Contract environment.
- 5) Contractor's plan for managing the Job Order Contract, including the following:
 - (a) How and within how many days the contractor will respond to a Request for Job Order Proposal.
 - (b) How and within how many days the contractor will prepare Job Order documentation, including plans, scope of work, trades packages, construction details, and estimating information.
 - (c) How will the contractor provide on-site supervision of individual Job Orders
 - (d) Description of the contractor's turn-over packages and close-out procedures
- 6) Contractor's plan for communication procedures with KCDA, KCDA's customers, and subcontractors
- 7) Description of contractor's quality control procedures
- 8) Description of contractor's Safety Procedures / L&I Accident Prevention Program
- 9) Description of contractor's current work load and projected work load for the following three years
- 10) Contractor's plan for identifying, selecting, and managing subcontractors, including a list of proposed subcontractors

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11) Contractor's outreach plan for small, minority, and woman owned business businesses, to the extent permitted by the Washington State Civil Rights Act RCW 49.60.400

12) Contractor's contingency plan for unsatisfactory subcontract work

d) Company Information and Authorization Form (RFP Page 18)

e) Respondent Certifications (RFP Page 19)

3. PHASE II (FINAL) PROPOSAL IMPLEMENTATION:

Phase II (Final) Proposal shall be implemented as follows:

a) Selection of Most Qualified Finalists

1. The Evaluation Committee will review all responsive Phase I Proposal submissions and will assign preliminary scores to each proposal. These scores shall be based on the points available under the Selection Criteria for Past Performance, Relevant Experience, Project Management Ability, and Subcontractor Management Ability.
2. Based on the preliminary scores, the Evaluation Committee will determine a competitive range of the most qualified finalists based on the contractors receiving the highest preliminary scores.

b) Interview Process

1. Contractors within the competitive range will be invited to participate in an interview and shall be notified by telephone or facsimile communication of the time for their interview.
2. The contractor agrees to be available for an interview as delineated in Section 4, paragraph 15, "Information for Respondents" section of this document.
3. Persons with whom KCDA will be working most closely for the duration of the contract should be at the interview.
4. At the conclusion of each interview, each member of the Evaluation Committee that attended the interview will assign scores to the contractor based on the point available under the Selection Criteria for Past Performance, Relevant Experience, Project Management Ability, and Subcontractor Management Ability. Such scores shall be reflective of the content and layout of the contractor's Phase I Proposal submission, as well as the Interviews.
5. At the conclusion of all interviews, the interviewer's scores for each contractor shall be averaged, resulting in a Raw Score (RS) for each contractor.

c) Cost Proposal

1. The Phase II (Final) Cost Proposal Submittal is located on Page 20 of this RFP.
2. The Cost Proposal shall only be submitted by contractors invited to participate in the Interview process. Contractors are not to spend appreciable time on the Cost Proposal until notified by KCDA that they have been selected for Phase II consideration.
3. If the contractor is notified by telephone or facsimile communication on the date that Cost Proposal are received, the contractor agrees to be available for contract negotiations with KCDA on the following day.
4. The Cost Proposal, shall consist of the contractor's cost coefficient "multiplier" for both normal hours (M – F, 7 AM to 5 PM) and "other" hours (any times other than normal hours when the KCDA Member directs the contractor to work).
 - (a) It is anticipated FOR EVALUATION PURPOSES ONLY that 60% of the first 12 months work will be performed during standard hours and 40% of the work will be performed during non-standard hours.
 - (b) The contractor shall include with its Cost Proposal the rationale it used in computing the coefficients as well as the following: It should show how the contractor computed the cost of doing the work and the various elements that made up each coefficient, to include profit, overhead, materials, equipment, labor and burden, contingencies, etc. Show the values used and the computations.

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- (c) Remember that the bid coefficients must include all costs other than those contained in the pre-priced unit prices, including, but not be limited to: direct cost of doing the work; materials, labor burden; overhead; profit; project office expenses; mobilization and close-out costs; bonding costs; insurance; compliance with environmental laws; protective clothing and equipment; traffic and work site barriers; computer equipment and software; vehicles, maintenance, and fuel; testing; and all contingencies in connection with performing the work. **NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.**
 - i) Line Items in Division 1 of the Unit Price Book may not be used for the pricing of Job Order, as these items are to be included in the contractor's coefficients. Specific exceptions may be individually authorized if the KCDA customer has an unusual requirement.
 - ii) KCDA's customer will obtain all zoning and variances. The contractor is responsible for obtaining all required permits. KCDA will reimburse the contractor for the actual cost of permits, therefore do not include the cost of permits in your coefficient.
- 5. Other requirements for the Cost Proposal:
 - (a) The Cost Proposal must be signed by an officer of the contractor.
 - (b) The Cost Proposal must be sealed in a 9 x 12 envelope. Clearly label the envelope as follows: "Job Order Contract, RFP 07-403. Phase II (Final) Proposal." The name of the contractor shall be clearly displayed on the label.
 - (c) **The Cost Proposal must be accompanied by a Bid Security equal to twenty five thousand dollars (\$25,000), as defined in number 14 under Information to Respondents.**
- 6. The Cost Proposal shall be submitted no later than 2:00 PM, August 14, 2007 to KCDA, PO Box 5550, Kent, WA, 98064-5550.

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F. SELECTION CRITERIA

1. EVALUATION AND SCORING FACTORS:

In addition to the Cost Proposal, which will be factored into the Contract award as discussed in paragraph 2 below, Contractors submitting proposals will be evaluated on:

- a) PAST PERFORMANCE (350 points)
- 1) The overall reputation of the contractor and its business operations.
 - 2) The quality of the Respondent's construction and other relevant services.
 - 3) The contractor's ability to meet schedules and operate with a minimum of disruption.
 - 4) The contractor's ability to adhere to a budget.
 - 5) The past relationship of the contractor with KCDA and its customers, with particular emphasis on partnering, teamwork, communication, and cooperation.
 - 6) The contractor's ability to work with and coordinate multiple small business subcontractors; and provide mentoring and technical assistance to them as needed.
 - 7) The contractor's performance in meeting agreed upon goals for utilization of small businesses and MWBE (Minority and Women Owned Businesses).
 - 8) The contractor's performance in managing multiple projects with multiple subcontractors simultaneously.
 - 9) The contractor's safety record
 - 10) The contractor's history for submitting claims and change orders, and its effect, if any, upon actual costs.
- b) RELEVANT EXPERIENCE (250 points)
- 1) The experience of the contractor in performing JOC or other job order type construction services.
 - 2) The experience of the contractor in managing school or other educational facilities projects.
 - 3) The experience of the contractor in managing multiple projects simultaneously.
 - 4) The experience of the contractor in managing multiple subcontractors.
 - 5) The experience of the contractor in partnering as a member of a team consisting of the client, its customers, the contractor, and the contractor's employees and subcontractors.
 - 6) The experience of the contractor managing public works projects in the State of Washington.
- c) PROJECT MANAGEMENT ABILITY (250 points)
- 1) Corporate organization, and support with this Job Order Contract.
 - 2) Project Organization Chart.
 - 3) Position descriptions and resumes of proposed project organization team members.
 - 4) Interface of contractor's staff with the KCDA and its customers.
 - 5) Job Order Management, to include: response to project request for proposals; planning and preparation of Job Order documentation, plans, scope of work, trades packages, construction details, estimating, site supervision, turn-over packages, and close-out procedures.
 - 6) Communication procedures with the KCDA, KCDA customers, and subcontractors.
 - 7) Quality Control Procedures.
 - 8) Safety Procedures / L&I Accident Prevention Program.
 - 9) Adequacy of staff housing/office accommodations for the project staff working on our JOC.
 - 10) Projected and current work load.

SECTION 6

d) SUBCONTRACTOR MANAGEMENT ABILITY

(150 points)

- 1) Respondent's plan for identifying, selecting, and managing subcontractors.
- 2) Respondent's ability to mentor and provide technical assistance to multiple subcontractors.
- 3) The firm's outreach plan to identify, mentor and assist small, minority and woman owned businesses to the extent permitted by Washington State Civil Rights Act RCW 49.60.400.
- 4) List of proposed subcontractors
- 5) Contingency planning for unsatisfactory subcontract work

2. SCORING FOR AWARD PURPOSES:

The **Final Score (FS)** will be computed by dividing the **Raw Score (RS)** by the **Average Weighted Coefficient (AWC)** where the **Raw Score (RS)** is the average total points awarded by each interviewer in the Interview evaluation, and the **Average Weighted Coefficient (AWC)** is the sum of the **Standard Coefficient (SC)** cost proposal multiplied by 60% and the **Non-Standard Coefficient (NSC)** cost proposal multiplied by 40%. The contract will be awarded to the contractor with the highest **Final Score** that submitted responsive proposals.

The scoring formula for each firm interviewed shall be:

RS = average of the interviewers evaluation scores of Phase I Proposal/Phase II Interview

AWC = SC x .60 + NSC x .40

FS = RS divided by AWC

3. RIGHT TO REJECT PROPOSAL:

KCDA reserves the right to reject any or all proposals in whole or in part, to waive technical defects, irregularities, and omissions if in its judgment the best interest of the school district will be served.

SECTION – 7

G. PHASE I PROPOSAL SIGNATURE SUBMITTAL FORMS

1. COMPANY INFORMATION AND AUTHORIZATION FORM:

Pursuant to and in compliance with RFP 07-402 hereinafter referred to as the Contract Documents for: REQUEST FOR PROPOSALS FOR JOB ORDER CONTRACT SERVICES at KCDA; the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all services, labor, equipment, and materials required to fulfill the intent of this agreement in accordance with this document as interpreted by KCDA hereinafter referred to as the Owner. The Respondent hereby designates as his office to which correspondence shall be delivered.

Receipt of Addenda numbered _____ is hereby acknowledged (fill in number of each addenda received).

Company Name

EIN/SSN

Name of Authorized Agent (PRINTED)

Signature (IN INK)

Address

Telephone Number

FAX Number

Date

E-mail Address

SECTION – 7

2. RESPONDENT CERTIFICATIONS:

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate

Name _____

Title _____

Telephone Number _____

As the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed _____

Title _____

Firm _____

Address _____

City & State _____

Date _____

SECTION – 8

H. PHASE II COST PROPOSAL SUBMITTAL

Not later than 2:00 PM, August 14, 2007

The undersigned, having read all the requirements of this solicitation for bids, together with the RFP dated July 27, 2007 agree to furnish all labor, materials, and construction management specified herein necessary to complete the work as follows:

(A) First Year, Not to exceed Contract = \$4,000,000

(B) Enter Coefficients

FOR EVALUATION PURPOSES ONLY, it is anticipated that 60% of the work shall be performed during standard (M – F, 7 AM – 5 PM) and 40% during non-standard (all “other” hours).

Region 1 King, Kitsap, Pierce, Thurston counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Region 2 Island, San Juan, Skagit, Snohomish, Whatcom counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Region 3 Clallam, Grays Harbor, Jefferson, Mason, Pacific counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Region 4 Clark, Cowlitz, Lewis, Wahkiakum counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Region 5 Kittitas, Klickitat, Skamania, Yakima counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Region 6 Chelan, Douglas, Grant, Okanogan counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Region 7 Ferry, Lincoln, Pend Oreille, Spokane, Stevens counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Region 8 Adams, Asotin, Benton, Columbia, Franklin, Garfield, Walla Walla, Whitman counties

- a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____
- b. Non-Standard Coefficient (non-standard working hours: all “other” hours) = _____

Enclosed herewith is the rationale used in computing the coefficients as required in the RFP.

Note: These coefficients apply to base term and any extension/renewal thereof.

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this contract shall commence upon the written approval of the District’s contracting officer and shall be completed *two years from execution of the contract*, unless modified and approved

by both parties, or terminated for cause by the Owner.

LIQUIDATED DAMAGES

The contractor shall coordinate with the Owner to develop an acceptable schedule for the Work under each Job Order and shall be required to adhere strictly to the performance schedule established in each Job Order. The Owner retains the option to establish Liquidated Damages for any Job Order.

ADDENDUM RECEIPT

Receipt of the following addenda to this bid solicitation is acknowledged:

Addendum No. _____ Date _____

Authorized Signature

Email Address

Printed Name and Title

Phone Number

Fax Number

Date

Contractor Number / UBI Number