

Scott Avenue Reconnection Project Request for Proposal

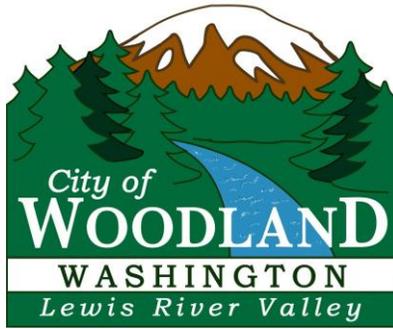
**Lead Agency: City of Woodland
PO Box 9
Woodland, WA 98674
(360) 225-7999
Staff Contact: Bart Stepp, PE
Public Works Director
Email: steppb@ci.woodland.wa.us**

The City of Woodland is requesting proposals for professional engineering services for the Scott Avenue Reconnection Project National Environmental Policy Act and State Environmental Policy Act documentation and preliminary engineering tasks. The City of Woodland project needs are outlined in the following Request for Proposal.

Interested firms shall provide a formal request in writing only (email is acceptable) to Bart Stepp, Public Works Director, when asking for additional information.

The deadline for Proposal submittal is Wednesday, March 7, 2013 at 4 PM. The complete RFP can be found at www.ci.woodland.wa.us or by requesting one from the City of Woodland by e-mailing Bart Stepp, Public Works Director, at the e-mail address listed above.

The City of Woodland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award



REQUEST FOR PROPOSAL

Scott Avenue Reconnection Project National Environmental Policy Act And State Environmental Policy Act Documentation and Preliminary Engineering

Request for Proposal Published: February 6, 2013

Proposals Due: March 7, 2013

Issued by:

City of Woodland

PO Box 9

Woodland, WA 98674

(360) 225-7999

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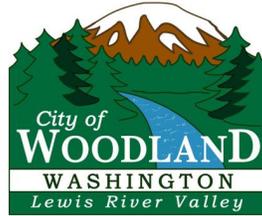
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City of Woodland

Request for Proposal for the Scott Avenue Reconnection Project

National Environmental Policy Act – (NEPA) and

State Environmental Policy Act (SEPA) Documentation and

Preliminary Engineering

1.0 GENERAL INFORMATION

This Request for Proposal (RFP) is issued by the City of Woodland, hereby referred to as “City”, to seek Proposals (individually a “Proposal” and collectively, “Proposals”) from engineering firms and teams hereby referred to as (individually a “Proposer” and collectively, “Proposers”) interested in being evaluated for providing professional engineering services to complete the NEPA/SEPA process, documentation and associated preliminary engineering tasks for the Scott Avenue Reconnection Project, hereby referred to as “Project.”

The City is responsible for the administration and management of the project contract. Although the City has lead responsibility in conducting and managing the Project, this effort will be closely coordinated with the Washington State Department of Transportation (WSDOT), Cowlitz County, Port of Woodland, the Cowlitz-Wahkiakum Council of Governments (CWCOG), the Project Executive Committee, the Project Technical Advisory Committee and the Project Advisory Group.

CWCOG Staff will provide the successful proposer with existing travel demand modeling information using their VISUM platform model.

Proposers must comply with this RFP during the procurement and in their responses. Proposers shall also take the Project goals and possible tasks identified in Sections 1.2, 1.3 and 3.6.2 into consideration in drafting their Proposals.

By submitting their qualifications, Proposers agree to be bound by the requirements outlined in this RFP. All forms identified in this RFP are found in pages 27-30 of the RFP. All times in this RFP are Pacific Standard Time (PST) or Pacific Daylight Savings Time (PDT), as applicable.

1.1 BACKGROUND

The purpose of the Scott Avenue Reconnection Project is to improve west-east connectivity in the City and reduce congestion at Interchanges 21 and 22 on I-5. The Project would accomplish this by providing a new crossing across I-5 that connects West and East Scott Avenue. The Project area encompasses West and East Scott Avenue on either side of I-5 from Guild Road to Old Pacific Highway. The main focus of the project is the I-5 crossing but a secondary component is looking at the West Scott Avenue Railroad Crossing and the East Scott Avenue and Old Pacific Highway intersection.

Woodland completed a Transportation Infrastructure Strategic Plan (TISP) in 2008. The Scott Avenue Reconnection was identified as a high priority project in the TISP. The recommended alternative in the 2008 TISP was an undercrossing that required I-5 to be raised in the area of Scott Avenue.

1.2 PROJECT GOALS

The City's primary goals in connection with this procurement and the Project include:

- 1) Identifying the preferred design alternative for the Scott Avenue Reconnection;
- 2) Providing public outreach to generate support for the project;
- 3) Developing the environmental documentation to obtain final NEPA/SEPA project approval;
- 4) Developing the documentation to obtain Interchange Justification Report (IJR) approval if needed; and
- 5) Completing preliminary engineering design of the preferred design alternative.

1.3 GENERAL PROJECT DESCRIPTION

The purpose of the Scott Avenue Reconnection Project is to improve east-west connectivity in Woodland, increase transportation system capacity, and provide congestion relief. The Project would accomplish this by adding a third I-5 crossing in Woodland within the Project area. The Project includes the following key components:

- 1) Identifying and working with the Project stakeholder groups to determine future demands on the system;
- 2) Developing the Project purpose and need statement;
- 3) Developing the Project scope and completion timeline;
- 4) Providing transportation system capacity analysis to support:
 - a) the City's modeling and system analysis of the study area for current, opening year, and the 2035 Project design horizon;
 - b) The Project environmental documentation requirements;
 - c) current traffic counts (am and pm peak) at Interchanges 21 and 22 and other key intersections in Woodland; and

- d) Project Area traffic analysis for current, opening year, and 2035 design horizon conditions;
- 5) Developing modification alternatives to the existing transportation system that will support the Project purpose and need, goals, and the 2035 Project design horizon needs of improving efficiency, safety, mobility, capacity and providing congestion relief;
- 6) Conducting a Value Engineering (VE) study of the proposed alternatives in accordance with 23 CFR 627, FHWA's Value Engineering Policy, the WSDOT Design and Local Agency Guidelines (LAG) manuals;
- 7) Designing engineering options for the transportation system improvements at a level of sufficient detail which supports the environmental process selection of the preferred engineering alternative to obtain final NEPA/SEPA documentation approval;
- 8) The Project design by the Proposer shall be in accordance with the required WSDOT Design and LAG Manuals. It is the City's intent to allow flexibility in design to accommodate processes, procedures and innovative techniques that are preferred by the successful Proposer, as long as they are consistent with the Project purpose and need; site conditions; good engineering practices; the environmental decisions documents and permits; stakeholder endorsements; and other standards, guidelines and procedures identified in the WSDOT Design and LAG Manuals;
- 9) Determining how traffic could be accommodated during construction of the various engineering options to the level of detail that will provide fatal flaw screening for constructability;
- 10) Developing and meeting all required environmental documentation and procedures, completing their associated discipline reports and ultimately obtaining final NEPA/SEPA approval from FHWA;
- 11) Proposers will demonstrate that the Project can be conducted on an expedited schedule without compromising quality;
- 12) The Consultant Project Manager and the City Project Manager shall work together to develop a schedule for the Proposer to provide written progress reports, technical memorandums, reports and final reports to the City. The Proposer shall provide any draft document and reports for review by the City. Final report(s) will be submitted to the City;
- 13) Coordinating quarterly updates for the Project Executive Committee, the Project Technical Advisory Committee, the Project Advisory Group, WSDOT; and
- 14) Involving and communicating with the public during the life of the Project.

1.4 PROJECT SCHEDULE

The following schedule provides a timeline for the Project. The Successful Proposer will begin participation in these activities upon execution of a contract and preparation of a detailed Work Plan.

Contract Begins	April 2013
Ongoing Proposer Work	April 2013 – June 2015
Contract Ends	June 31, 2015

1.5 CONFIDENTIALITY/PUBLIC RECORDS ACT DISCLOSURE REQUESTS

1.5.1 Ownership of Proposal and Applicability of Washington State Public Records Act – RCW 42.56

Subject to the exceptions specified herein, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks and other graphic and visual aids submitted to the City during this procurement process, whether included in the Proposal or otherwise submitted, become the property of the City upon delivery to the City and will not be returned to the Proposers.

All material submitted by Proposers, including Proposals are subject to the provisions of the Washington State Public Records Act and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Such laws govern the City's use and disclosure of its records.

Proposers should familiarize themselves with the provisions of the Public Records Act requiring disclosure of public information and exceptions thereto. In no event shall the City or any of its agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of any materials or information submitted in response to this RFP.

1.5.2 Disclosure Waiver

Each Proposer, by submitting a Proposal to the City in response to this RFP, consents to the disclosures described in this section and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, under the Public Records Act or any other law relating to the confidentiality or disclosure of information. Under no circumstances will the City be responsible or liable to a Proposer or any other party as a result of disclosing any such material.

1.5.3 Litigation

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Proposers, the City will be a stakeholder retaining the material until otherwise ordered by a court or other such entity having jurisdiction with respect thereto and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that the City reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the City in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by the Proposer(s) objecting to disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding or request for disclosure.

1.5.4 Exceptions

The foregoing will not preclude the City from using ideas contained in the Proposal and will not preclude the City from releasing information as required in connection with any protest filed under Section 5.

1.6 ERRORS

If Proposer identifies any mistake, error or ambiguity at any time during the procurement process in any of the documents supplied by the City, Proposer shall notify the City of the recommended correction in writing in accordance with Section 3.2.

1.7 IMPROPER CONDUCT – CONFLICTS OF INTEREST

Proposers' attention is directed to the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, which apply to this procurement. Proposers are advised that 23 CFR section 636.116(a)(2) may preclude certain firms, their subsidiaries and affiliates from participating on a Proposer team. Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

By submitting its Proposal and signing and submitting Forms B, C and D, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to the City that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its sole discretion, cancel the procurement, disqualify Proposer with a conflict, or take other action as necessary to mitigate the conflict. If Proposer was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the City, the City may pursue remedies including termination of the Contract, for default.

1.8 PROJECT FUNDING AND PAYMENTS

1.8.1 Project Funding

The budget for the Project is \$2,000,000 including the Successful Proposer and the Successful Proposer's subcontractors, both the City and WSDOT Staff and agency time and all miscellaneous charges. The budgeted amount for the Successful Proposer contract is approximately \$1,920,000. The Project will be funded by \$2,000,000 in Federal Funding allocated by the state in 2012.

1.8.2 Project Payments

The Successful Proposer will be paid no more than once a month for authorized and satisfactorily completed work and services as rendered under the Project contract. Such payment shall be full compensation for all eligible work and services rendered that are performed satisfactorily; and for all other eligible costs.

Following the WSDOT LAG Manual Chapter 31, Using Consultants, all expenses shall be detailed on invoices submitted by the Successful Proposer to the City. Fees for services provided shall be detailed by date, type of service provided with the associated Master Deliverables List (MDL) codes, name and job title of provider, hours per type of service, hours per day, hourly rate and total per day. Reimbursable expenses shall be itemized and supported with copies of all invoices for all non-travel and travel reimbursable expenses.

An original invoice, with supporting documentation, must be received by the first day of the month to be paid by the last working day of the month. Invoices must be addressed to Bart Stepp, PE, City of Woodland, PO Box 9, Woodland, WA 98674.

A current monthly and cumulative Project report noting all charges for the Successful Proposer and subcontractors detailed by date, type of service provided, name and job title of provider, hours per type of service, hours per day, and hourly rate shall be provided with each Project payment request.

1.9 FEDERAL REQUIREMENTS

1.9.1 General Obligations

Proposers are advised that the Project will require the use of federal funds. Accordingly, applicable federal law and FHWA regulations will govern the Project's procurement and contract documents. The City reserves the right to modify this RFP to address any concerns, conditions or requirements of the FHWA. Proposers shall be notified by addendum of any such modifications.

1.9.2 Nondiscrimination

The City encourages disadvantaged, minority and women-owned consultant firms to respond.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to respond to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling the City at (360) 225-7999.

1.9.3 Contractor Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1) Compliance with Regulations.

The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2) Nondiscrimination.

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4) Information and Reports.

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Woodland, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance.

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies, and/or;

b) Cancellation, termination, or suspension of the contract, in whole or in part.

6) Incorporation of Provisions.

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City enter into such litigation to protect the interests of the Agency and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.10 CHANGES IN A PROPOSER'S ORGANIZATION

In order for a Proposer to remain qualified, Proposer's organization as identified in the Proposal must remain intact for the duration of the procurement process.

The City will consider requests by Proposers to make changes in Proposers' organization based only on unusual circumstances beyond Proposer's control. If a Proposer needs to make changes in the Project team members identified in its Proposal, including, without limitation, additions, deletions, reorganizations, changes in equity ownership interests and/or role changes in or of any of the foregoing, Proposer shall submit to the City a written request for approval of the change by the Public Works Director.

If a request is made to allow deletion or role change of any team member identified in its Proposal, Proposer shall submit such information as may be required by the City to demonstrate that the changed team meets the RFP criteria (pass/fail and technical). Proposer shall submit an original and five copies of each request package. The City is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

2.0 REQUEST FOR PROPOSALS

This section describes requirements that all Proposers must satisfy in submitting Proposals. Failure of any Proposer to follow these requirements may result in rejection of its Proposal.

2.1 GENERAL SUBMITTAL REQUIREMENTS

The City will not accept Proposals by facsimile or electronic transmission. Any Proposal that fails to meet the deadline or delivery requirement will be rejected and returned to the Proposer without having been opened, considered or evaluated.

2.1.1 Proposal Due Date, Time and Location

The completed sealed Proposal shall be delivered to the following location prior to 4:00 p.m. Pacific Time, no later than the Proposal Due Date as set forth in Section 3.1.1. Final Proposal submissions in connection with this RFP are to be addressed as follows:

City of Woodland
Attn: Bart Stepp, PE
Public Works Director
PO Box 9; 230 Davidson Ave.
Woodland, WA 98674

All correspondence shall be clearly labeled on the sealed container in the lower left hand corner:

Scott Avenue Reconnection Project

“To be Opened by the City Authorized Representative Only”

Via Courier or Hand-Delivered: Proposals delivered in person will be received only at the City front desk at the address noted above and no later than the Proposal Due Date as set forth in Section 3.1.1. You will need to identify yourself as a “Scott Avenue Reconnection Project Proposer” to have your delivery stamped in.

2.1.2 Signatures Required

The Proposal Letter (Form A) shall be signed in blue ink by all parties making up the Proposer and shall be accompanied by evidence of signatory authorization as specified in Form A.

2.1.3 Consequences of Failure to Follow Requirements

Failure to use a sealed package or to properly identify the Proposal may result in an inadvertent early opening of the Proposal and may result in disqualification of the Proposer. Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, if the City determines that Proposer did not follow the foregoing instructions. It is Proposer’s sole responsibility to see that its Proposal is received as required. Proposals received after the date or

time due will be rejected and returned to the Proposer without having been opened, considered or evaluated.

2.1.4 Requirement to Submit a Compliant Proposal

If the Proposal does not fully comply with the instructions and rules contained in this RFP, including the exhibits, it may be disqualified.

Each Proposal must be submitted in the official format, which is specified by the City in this RFP. Proposer shall sign the original copy of the Proposal submitted to the City. Multiple or alternate proposals may not be submitted.

Proposals may be considered non-compliant and may be rejected for any of the following reasons:

- 1) If the Proposal is submitted in form other than that specified by the City; if it is not properly signed; if any part of the Proposal is missing from the Proposal package and/or if it otherwise does not meet the Proposal submittal requirements;
- 2) If the City determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations or items not called for in this RFP, or unauthorized additions;
- 3) If multiple or alternate Proposals are submitted or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into a Contract following award; and
- 4) Any other reason the City determines the Proposal to be non-compliant.

2.2 PROPOSAL RESPONSE, FORMAT REQUIREMENTS AND DELIVERY

2.2.1 Proposal Contents

A proposal response document shall be submitted and shall include the following:

- 1) A Letter of Transmittal containing a statement addressing the required validity period (see Section 2.3) and a statement that the proposer has received, read and understands this Request for Proposals. See Form A;
- 2) Table of Contents;
- 3) The names of individuals and the names of their firms, who will be working on the Project and their area(s) of responsibility;
- 4) The specific experience of individuals relative to the Project;
- 5) Request for Proposal;
- 6) Addenda to RFP (if applicable);
- 7) A written response addressing the items listed in Section 1.2, 2.4 and 3.6.2, noting a proposed outline of tasks, products, Project schedule and percentage of involvement of team

- members required to complete each task or product;
- 8) A narrative or outline of the NEPA/SEPA process and experience in completing this task;
 - 9) A narrative or outline of the IJR process and experience in completing the task;
 - 10) A narrative of the Proposer’s experience conducting and participating in VE studies;
 - 11) A narrative on the Proposer’s public and agency (including working with WSDOT and FHWA) involvement strategy; and
 - 12) A minimum of five (5) relevant client references, stating the name and phone number of the individual to be contacted for each reference. References should include a written description of the work performed and the year. Only recently completed projects will be considered. Do not include projects completed prior to 2005.

The City shall not be liable for any expense incurred in the preparation of responses. All responses and submissions by the Proposer will become City property and will not be returned.

2.2.2 Proposal Organization

The Proposer shall organize the Proposal using the following section headings, order of documents, and maximum number of pages:

Table 1 – Proposal Organization

Section	Section Title and Required Information	Maximum Pages
1	Letter of Interest	
	Letter of Interest	As required
2	Management Team	
	Address each of the six Qualifications Categories as described in Section 3.6.1.	As required
3	Key Personnel	
	Address each of the six qualification categories as described in Section 3.6.1	As required
4	Project Development	
	Address the requirements of Sections 1.3 and 2.4 and each of the six Qualifications Categories as described in Section 3.6.1.	As required
	Total maximum number of pages	30
Appendix A	Form A, Acknowledgment of Receipt of Addenda	1
Appendix B	Legal Information	
	Legal structure and supporting documents. If a joint-venture include statement of joint and severable liability. Also include Conflict of Interest Information forms B, C, and D.	As required
Appendix C	Resumes and Project Reference Information	As required

2.2.3 RFP Submittal Quantities

Each Proposer must provide the City with the following:

- 1) **One original unbound Proposal** bearing original signatures;
- 2) **One electronic copy of the Proposal in PDF (Adobe Acrobat version 8 or higher) format, on a jump drive**, with the sections and subsections bookmarked; and
- 3) **Six bound hard copies** of the Proposal.

Each Proposal shall be labeled to indicate its contents. The original Proposal shall be clearly identified as “original” on its front cover in colored ink; each copy of the Proposal shall be unbound and identified on its front cover, in the upper right-hand corner, shall be sequentially numbered, labeled and bound as “Copy X of 6 Copies.”

- The unbound original, the bound copies, and the CD or jump drive shall be packed together in one sealed package for delivery to the City. The outside of the sealed package shall be clearly identified, labeled and addressed as identified in Section 2.1.1.

Failure to comply with these requirements may result in rejection of the proposal.

2.2.4 Format

The Proposal shall contain concise written material that enables a clear understanding and evaluation of both the capabilities of Proposer and the benefits of the Proposal. Legibility, clarity and completeness of the Proposal are essential. The Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits.

- **Language:** All information shall be in the English language using English units and measurements in accordance with WSDOT standards.
- **Type Font:** All narrative text shall be in a regular style font at a minimum of 12 points in size (except that tables, figures and schedules may use a 10–point font) and single–spaced. Pages may be printed double–sided. The type style and size of headings and figures are not prescribed.
- **Page Size: All information**, except for charts, exhibits and other illustrative and graphical information, shall be printed on 8.5–inch x 11–inch paper. Charts, exhibits and other illustrative and graphical information may be on 11–inch x 17– inch paper, but shall be folded to 8.5–inch x 11–inch and will be counted as one sheet.
- **Page Margins:** No text, tables, figures or other substantive content shall be printed within 0.5 inch of any page edge.
- **Page Limit:** Page limits are described in Section 2.2.2 of this RFP. The submittal shall only include information required by this RFP. No other information will be considered in the evaluation of the Proposals.
- **Dividers:** Section dividers shall contain the section number and/or section title. Each section, including appendices, exhibits and forms, must be separately and clearly tabbed. No other

text is permitted on the dividers. The dividers will not be counted toward the allowable page total.

- **Binding:** Each copy of the Proposal shall be bound separately with all pages in a binder sequentially numbered. The original Proposal shall be unbound with all pages sequentially numbered.
- **Front Cover:** The front cover of each Proposal shall be labeled with the Proposer's name, address and phone number, along with the following language: "Request for Proposal, Scott Avenue Reconnection Project, [date of submittal]" and RFP due date.

2.3 VALIDITY PERIOD

The Proposal shall be considered as a current and valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least ninety (90) days and shall contain a statement to that effect.

2.4 UNDERSTANDING OF PROJECT BY PROPOSER

The Proposer shall provide a narrative demonstrating the Proposer's understanding of the Project and the Proposer's role.

The Proposal shall address how the Proposer will complete the following possible tasks:

- 1) Working with the Project stakeholder groups to identify and determine future system demands;
- 2) Developing detailed Project purpose and need statement;
- 3) Developing the Project scope;
- 4) Providing street and highway analysis to support:
 - a) The City's modeling and system analysis of the study area for current, opening year, and the 2035 Project design horizon;
 - b) The Project environmental documentation requirements;
 - c) current traffic counts (am and pm peak) at important intersections in Woodland that would be affected by the project (if not available through the City of Woodland);
 - d) Highway intersection traffic analysis for current, opening year, and 2035 design horizon conditions;
- 5) Developing modifications to the existing street and highway systems that will support the Project goals and the 2035 Project design horizon needs of: improving efficiency, safety, mobility, capacity and providing congestion relief;
- 6) Conducting a Value Engineering (VE) study for the proposed modifications in accordance with 23 CFR 627, FHWA's Value Engineering Policy, the WSDOT Design and Local Agency Guidelines (LAG) manuals;
- 7) Developing NEPA/SEPA documentation, their associated discipline reports, and ultimately obtaining final NEPA/SEPA approval;

- 8) Designing engineering options for the Scott Avenue Reconnection to the level of sufficient detail to support the environmental process selection of the preferred engineering options to obtain final NEPA/SEPA documentation approval;
- 9) Coordinating quarterly updates for the Project Executive Committee, the Technical Advisory Committee, the Users Group and WSDOT;
- 10) Conducting public involvement during the life of the Project; and
- 11) Developing the Project completion timeline.

The Project Manager for the Proposer will be responsible for ensuring that the appropriate Proposer staff and resources are utilized to provide expertise in completing the Project in accordance with the project timeline.

2.5 QUALIFICATIONS OF PROPOSER

The Proposer shall describe the depth of its team's relevant experience and skills, relating that experience to the Proposer's understanding of the Project. The Proposer shall emphasize the direct and related experience of its team's project personnel to the Project.

The Proposal shall include a description of the project team, including the project manager, and an organizational chart showing responsibilities and decision-making authority. Project team members are to be identified by name, job title, fields of expertise, specific responsibilities on the project, as well as estimated percentage of participation in the project. The project manager named in the proposal and present during evaluation interviews shall remain the same, unless a change is approved according to Section 1.10, throughout the length of the Project. Resumes for key Project personnel are to be included.

2.6 AVAILABILITY

A statement of work team availability shall be included that shows how the Proposer intends to schedule work so this project is accomplished on time. Refer to Section 1.7 regarding possible conflict of interest.

3.0 PROCUREMENT PROCESS

3.1 PROCUREMENT METHOD

The City will use the RFP process to select a Proposer to deliver the Project. This RFP is to solicit information from interested Proposers in the form of Proposals. The Technical Advisory Committee for the Project will evaluate and score submitted Proposals. The Technical Advisory Committee will then either select the top scoring proposer from the RFP or select the three (3) most highly qualified Proposers for interviews. The evaluation and scoring process to be used for the Project is detailed later in this section.

3.1.1 Procurement Schedule

The following represents the current procurement schedule:

Table 2 – Procurement Schedule

Action	Date	Time
RFP Issued	February 6, 2013	4:00 PM
Deadline for submitting RFP questions	February 22, 2013**	4:00 PM
Deadline for the City response to Proposer’s questions	February 28, 2013**	4:00 PM
Proposals due	March 7, 2013**	4:00 PM
Proposals Reviewed by TAC	March 14, 2013	TBD
Interviews *	March 21, 2013**	TBD
Consultant selection announced	March 22, 2013**	TBD
Contract awarded	TBD	TBD

*short listed teams only, if needed

** dates may change

All dates set forth above and elsewhere in this RFP are subject to change, in the City’s sole discretion, by addendum.

3.2 QUESTION AND RESPONSE PROCESS AND ADDENDA

3.2.1 Questions and Responses Regarding this RFP

Proposers shall be responsible for reviewing this RFP and any Addenda issued by the City prior to the Proposal Due Date and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which Proposer fails to understand. Failure of Proposer to so examine and inform itself shall be at its sole risk and no relief or error or omission will be provided by the City. Proposers shall submit and the City will respond to written requests for clarification in accordance with this Section. To the extent written responses are provided, they will be considered part of the Contract Documents.

The City will only consider comments or questions regarding this RFP, including requests for clarification and requests to correct errors, if submitted to the City Public Works Director by hard copy, facsimile, email or other electronic transmission in the prescribed format.

Such comments or questions may be submitted at any time prior to the applicable last date specified in Section 3.1.1 or such later date as may be specified in any addendum. Questions and comments, including requests for clarification or interpretation, shall:

- 1) Be written;
- 2) Be sequentially numbered;
- 3) Specifically reference the relevant RFP section and page number, unless such request is of general application (in which case the request for clarification shall so note); and
- 4) Not identify the Proposer’s identity in the body of the question.

No telephone, voice mail or oral requests will be considered. Proposers are responsible for

ensuring that any written communications clearly indicate on the first page that the material relates to the Project. No requests for additional information or clarification to any person other than the City Authorized Representative will be considered. Questions must include the name of the Proposer, contact person, address, telephone and facsimile numbers.

The City responses will be in writing. These will be made available to all Proposers on the City website and e-mailed to Proposer's that register with the City.

3.2.2 Addenda

The City reserves the right, in its sole discretion, to revise, modify or change this RFP and/or procurement process at any time before the Proposal due date. Any such revisions will be implemented through issuance of addenda to this RFP. Addenda will be posted on the City website and Proposers will be notified of the issuance of such addenda. If any addendum significantly impacts this RFP, as determined in the City's sole discretion, the City may change the Proposal due date. The announcement of such new date will be included in the addendum. In addition, if the last date for Proposer to submit questions regarding this RFP have occurred or have changed, the addendum will indicate the latest date for submittal of any clarification requests concerning the addendum.

Proposer shall acknowledge in its Proposal Letter (see Form A) receipt of all addenda and question and answer responses. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected. The City does not anticipate issuing any addenda later than five (5) business days prior to the Proposal due date. However, if the need arises, the City reserves the right to issue addenda after such date. If the City finds it necessary to issue an addendum after such date, then any relevant processes or response times necessitated by the addendum will be set forth in a cover letter to that specific addendum.

3.3 PRE-PROPOSAL MEETING

3.3.1 Informational Meeting

The City does not intend to hold a joint informational meeting. The City will meet individually with proposers if desired. During a meeting, Proposers may ask questions and the City may provide responses. However, any responses provided by the City during the meeting may not be relied upon unless questions were submitted in writing and the City provided written responses in accordance with Section 3.2. The City will notify all Proposers of any meetings that occur and all written questions and responses will be provided in writing to all Proposers.

3.3.2 Statements at Meetings

Nothing stated at general meetings or included in a written record or summary of a meeting will modify any other part of this RFP unless it is incorporated in an addendum issued pursuant to Section 3.2.2.

3.4 EVALUATION AND POST SELECTION PROCESS

The City intends to select the best qualified Proposer, considering technical and other factors described in this Section. The intent of the City in this evaluation process is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all legal requirements governing this procurement.

The Proposal evaluation process will include an initial review of each Proposal for responsiveness and pass-fail criteria, followed by a subsequent responsiveness and qualitative evaluation of the Proposal and a best qualified Proposer determination. The steps in the process and evaluation criteria are set forth in Sections 3.4, 3.5 and 3.6. The evaluation and selection process is subject to modification by the City.

The evaluation process will involve the following steps:

- 1) City Staff will conduct a pass/fail review of Proposals;
- 2) The Project Technical Advisory Committee will:
 - a) Evaluate the Proposals and determine which Proposer is the best qualified Proposal based on the specific evaluation criteria set forth herein;
 - b) If warranted conduct interviews of the top three Proposers; and
 - c) Provide a recommendation to the City to award the Contract to the best qualified Proposer.
- 3) The City will issue a Letter of Intent to Award the Contract to the Successful Proposer. The details of the evaluation and selection process are set forth more fully in Sections 3.5 and 3.6.

3.4.1 Organization of the City Evaluation Committee and Technical Advisors

The Project Technical Advisory Committee will be comprised of representatives from the City, Port of Woodland, Cowlitz County, WSDOT, and the CWCOG. This committee will make an educated and informed assessment of the individual strengths and weaknesses of the Proposals.

3.5 PASS/FAIL AND RESPONSIVENESS EVALUATION

After the RFP due date has passed, the City will review the Proposals. The review of the Proposals will consist of:

- 1) The Proposal's conformance to the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP; and
- 2) The pass/fail criteria set forth below.

3.5.1 Pass/Fail Criteria

Based on the pass/fail criteria set forth below, any Proposer that fails any of the pass/fail criteria may not be eligible for recommendation for award.

Once the submittal due date has passed, the Proposal will be reviewed to determine:

- 1) If the Technical Proposal was properly delivered;

- 2) If the Proposal is in conformance with the RFP instructions regarding organization, format, and responsiveness to the requirements set forth in the RFP;
- 3) If the City has substantial evidence of collusion by the Proposers; and
- 4) The Proposer failed to provide completed Forms A through D at the end of this RFP.

Proposals considered responsive pursuant to this Section may still be rejected as non-responsive if the Proposer fails to satisfy additional responsiveness requirements specified elsewhere in this RFP.

3.5.2 Project Proposal

City Staff will determine whether or not Project Proposals are responsive and communicate said determination to the Technical Advisory Committee. Staff’s determination of responsiveness in no way relieves the Proposer from meeting all identified proposal requirements.

Those Proposals not responsive to this RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration and Proposer will be so advised. The City may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation. The City reserves the right to waive minor informalities, irregularities and apparent clerical mistakes, which are unrelated to the substantive content of the Proposals.

3.6 EVALUATION OF PROJECT PROPOSAL BY THE TECHNICAL ADVISORY COMMITTEE

After completion of the pass/fail and responsiveness review, the Project Proposal will be evaluated by the Technical Advisory Committee based on the factors set forth below:

3.6.1 Project Proposal Evaluation Qualifications Categories

The evaluation criteria for the Project Proposal are as follows:

Table 3 – Qualifications Categories

Scoring Element	Qualifications Categories
Key Personnel Qualifications	0 – 10
Relative Firm Experience	0 – 10
Highway Design, Modeling, & Analysis	0 – 15
Public Outreach	0 – 15
NEPA/SEPA Documentation	0 – 20
IJR Documentation	0 – 20
Value Engineering	0 – 10
Total Score	0 – 100

3.6.2 EVALUATION CRITERIA

The Project Technical Advisory Committee shall review the qualifications and proposed work scope in accordance with the following criteria:

Capabilities of Proposer Project Team:

- 1) Experience in storm drainage engineering, hydrologic analysis, hydraulic analysis and preparation of technical information reports and similar documentation;
- 2) Experience in civil engineering for highway infrastructure;
- 3) Experience in structural engineering for highway design;
- 4) Experience in traffic engineering for traffic analysis and signal design;
- 5) Experience with lighting and electrical supply systems, utility relocations, and storm drainage, etc.;
- 6) Experience in travel demand modeling and simulation;
- 7) Experience in intersection analysis;
- 8) Experience in geotechnical engineering for geotechnical analysis associated with construction of new and replacement infrastructure;
- 9) Experience in cultural resource inventories and analysis associated with new and replacement infrastructure;
- 10) Experience in compliance with federal and state funding sources;
- 11) Experience with NEPA/SEPA processes;
- 12) Experience with leading and participating in VE studies;
- 13) Ability to achieve final NEPA/SEPA project approvals;
- 14) Ability to achieve final IJR project approvals;
- 15) Experience in the climate change requirements as they would relate to the Project;
- 16) Project understanding, familiarity with area and approach; and
- 17) Experience in public outreach and involvement, including experience coordinating and facilitating multiple partners, businesses, and interest groups and experience in facilitation.

3.7 REQUESTS FOR CLARIFICATION

The City may at any time issue one or more requests for clarification to the individual Proposers, requesting additional information or explanation from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such requests within two business days (or such other time as is specified by the City) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by and subject to the discretion of the City.

3.8 AWARD OF CONTRACT

The contract award process begins with the selection of the best qualified consultant based on evaluation of the qualification received and oral interviews and discussions. Once a selection has been made the consultant will be notified in writing. The successful consultant will prepare, in consultation with the agency, the standard Local Agency Standard Consultant Agreement and associated exhibits.

As part of the preparation of the standard Local Agency Standard Consultant Agreement the consultant shall prepare their scope of work with the associated hours and rates. Following LAG Manual Chapter 31, Using Consultants, this proposal will be presented to and negotiated with the City to determine the final hours and rates for the Project. Once the negotiations have been finalized, the Local Agency Standard Consultant Agreement and exhibits will be prepared for signature by all parties and approval through WSDOT. The contract will be awarded upon execution of the Local Agency Standard Consultant Agreement.

3.9 FINALIZATION OF CONTRACT DOCUMENTS; POST – SELECTION PROCESS

3.9.1 Documents to be Submitted Following Intent to Award

As a condition precedent to final award of the Contract, the successful Proposer shall deliver the following to the City within ten (10) days after notification of conditional award.

- 1) Evidence that Proposer, each member of Proposer's team and each member of other Major Participants that will transact business in the State are authorized to do so no earlier than 30 days prior to the Proposal Due Date. Such evidence may be in the form of:
 - a) a certification of good standing from the state of its organization, if such Proposer or Proposer team member is not organized or formed in the State of Washington;
 - b) a Certificate of Status from the Washington State Secretary of State; or
 - c) other evidence acceptable to the City.
- 2) If not previously submitted, a copy of the final organizational documents for company, partnership, or joint venture. The final form of the organizational documents may not differ materially from the draft organizational documents included in the Proposal.
- 3) The successful Proposer will be required to obtain a City of Woodland Business License prior to entering into a contract with the City.

4.0 COMMUNICATIONS

This RFP will be available to Proposers in electronic format on the City website. Proposers will check the site regularly for addenda to this RFP and for other procurement related information.

4.1 CITY AUTHORIZED REPRESENTATIVE

The City Authorized Representative is noted below:

Bart Stepp, PE
Public Works Director
City of Woodland
PO Box 9; 300 E. Scott Ave.
Woodland, WA 98674
E-mail: steppb@ci.woodland.wa.us

From time to time during the procurement or during the term of the Contract, the City may designate another Authorized Representative(s) to carry out some or all of the City's obligations pertaining to the Project.

4.2 PROPOSER REGISTRATION

Proposers are encouraged to contact the City and register for the RFP. This will allow the City to send addenda, RFP questions and answers, and other documentation electronically directly to proposers. Failure to register may result in the Proposer failing to receive addenda or other important communications from the City. The City is not responsible for any such failure.

4.3 RULES OF CONTACT AND EX-PARTÉ COMMUNICATIONS

From the date of issuance of this RFP, the rules of contact provisions are applicable to this procurement; the following rules of contact shall apply.

- 1) Proposers shall correspond with the City regarding this RFP only through the City's Authorized Representative.
- 2) Commencing with the issuance of this RFP and continuing until award of a contract for the Project (or cancellation of the procurement), no Proposer or representative thereof shall have any ex-parté communications regarding this RFP or the procurement described herein with any member of the City Staff, Project Executive Committee, Project Technical Advisory Committee or Project Advisory Committee, except for communications expressly permitted by this RFP or as approved in advance by the City's Authorized Representative, in his/her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to this RFP or participation in City public meetings or any public workshop related to this RFP.
- 3) Any verified allegation that a Proposer, Proposer team member, an employee, agent, advisor or consultant of a Proposer or Proposer team member has engaged in such prohibited communications or attempted to unduly influence the selection process may be cause for the Public Works Director to disqualify the Proposer or to disqualify the Proposer team member from participating with the Proposer team. Any communications determined by the City, in its sole discretion, to be improper may result in disqualification.
- 4) Any official information regarding the Project will be disseminated in writing and/or placed

on the City website, on the City letterhead and signed by the City's Authorized Representative or designee.

- 5) The City will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

Proposer shall note that no correspondence or information from the City or anyone representing the City regarding this RFP or the Proposal process in general shall have any effect unless it is in compliance with Section 3.2.

4.4 LANGUAGE REQUIREMENT

All correspondence regarding this RFP is to be in the English language. If any original documents required for the Proposal are in any other language, Proposer shall provide a certified English translation, which shall take precedence in the event of a conflict with the original language.

5.0 PROTESTS

This section sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest as contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive, unless arbitrary and capricious. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposer. Such waiver and agreement by each Proposer are also consideration to each of the other Proposers for making the same waiver and agreement.

Protests concerning the issues described in **Section 5.1** may be filed only after Proposer has discussed the nature and basis of the protest with the Public Works Director, following the procedures for those discussions prescribed in this RFP, in an effort to remove the grounds for protest.

Protests shall be filed in writing and shall be hand-delivered or submitted by courier to the Protest Official at the City. The Protest Official is identified as:

Mayor Grover Laseke
City of Woodland
PO Box 9; 230 Davidson Ave.
Woodland, WA 98674

The failure of a Proposer to raise the grounds for a protest regarding this RFP within the applicable period shall constitute an unconditional waiver of the right to protest the terms of this RFP and shall preclude consideration of that ground in any protest of qualification of a Proposer, unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

Every effort will be made by the City to resolve disputes relating to Proposer selection. The option of informal mediation may be used for resolution. Any firm may file a written complaint with the City's Protest Official. Upon receiving the written complaint, the Protest Official will determine the most reasonable way to resolve the dispute.

5.1 APPLICABILITY

This Section sets forth the exclusive protest remedies available with respect to this RFP and prescribes exclusive procedures for protests regarding:

- 1) Allegations that the terms of this RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the City authority;
- 2) A determination as to whether a Proposal is responsive to the requirements of this RFP and/or pass/fail criteria, as applicable; and
- 3) Award of the Contract.

5.2 DEADLINES FOR PROTESTS

5.2.1 RFP Protests

Protests concerning the issues described in **Section 5.1** must be filed as soon as the basis for the protest is known to the Proposer, but in any event the protest must be received no later than ten (10) calendar days prior to the Proposal due date, unless the protest relates to an addendum to this RFP, in which case the protest must be filed no later than five (5) business days after the addendum is issued (but in any event, prior to the Proposal due date, if earlier).

5.2.2 Responsiveness or Pass/Fail Determinations

Protests concerning the issues described in **Section 5.1** must be filed no later than five (5) business days after receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria.

5.2.3 Contract Award

Protests concerning the issues described in **Section 5.1** must be filed no later than ten (10) days after the earliest notification of intent to award and the public announcement of the Successful Proposer.

5.3 CONTENT OF PROTEST

Protests shall completely and succinctly state the grounds for protest, its legal authority and its factual basis and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

5.4 FILING OF PROTEST

Protests shall be filed by hand delivered or submitted by courier on or before the applicable deadline to the address specified above in Section 5.0, as soon as the basis for protests is known to Proposer. Proposer filing the protest shall concurrently submit a copy of the protest to the other Proposers whose addresses may be obtained from the City.

5.5 COMMENTS FROM OTHER PROPOSERS

Other Proposers may file statements in support of or in opposition to the protest within seven (7) days of the filing of the protest. The City shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

5.6 BURDEN OF PROOF

The protestant shall have the burden of proving its protest. The City may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

5.7 DECISION ON PROTEST

The Protest Official or designee shall issue a written decision regarding the protest within thirty (30) days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, the City may, in its sole discretion, make appropriate revisions to this RFP by issuing addenda.

5.8 PROTESTANT'S PAYMENT OF COSTS

If a protest is denied, Proposer filing the protest shall be liable for the City's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs and any unavoidable damages sustained by the City as a consequence of the protest.

5.9 RIGHTS AND OBLIGATIONS OF PROPOSERS

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its right to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify, defend and hold the City and its council members, officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

6.0 CITY RIGHTS AND DISCLAIMERS

6.1 CITY RIGHTS

The City may investigate the qualifications and Proposal of any Proposer under consideration, require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal and require additional evidence of qualifications to perform the Project. The City further reserves the right, in its sole discretion (following consultation with the Technical Advisory Committee), at no additional cost to the Proposer, to:

- 1) Reject any or all of the Proposals;
- 2) Modify any dates set or projected in this RFP;
- 3) Cancel, modify, or withdraw this RFP in whole or in part;
- 4) Terminate this procurement and commence a new procurement for part or all of the Project;
- 5) Terminate evaluations of Proposals received at any time;
- 6) Modify the procurement process and terms of this RFP (with appropriate notice to Proposers);
- 7) Waive or permit corrections to data submitted with any response to this RFP until such time as the City declares in writing that a particular state or phase of its review of the responses to this RFP has been completed and closed;
- 8) Permit submittal of addenda and supplements to data previously provided in a Proposal pursuant to a request for clarification issued by the City until such time as the City declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- 9) Appoint additional evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- 10) Disclose information contained in a Proposal to the public as described herein;
- 11) Approve or disapprove Proposer's key personnel;
- 12) Approve or disapprove changes in Proposer's organization;
- 13) Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
- 14) Not issue a notice to proceed after execution of the contract documents;
- 15) Disqualify any Proposer that violated the terms of this RFP;
- 16) Request Proposal revisions as specified herein; and
- 17) Exercise any other right reserved or afforded to the City under this RFP and applicable law.

6.2 CITY DISCLAIMERS

This RFP does not commit the City to enter into any contract. The City assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne by each Proposer and Proposer team.

In no event shall the City be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract Documents, in form and substance satisfactory to the City, have been authorized and executed by the City and only then to the extent set forth herein. In submitting a Proposal in response to this RFP, Proposer is specifically acknowledging these disclaimers.

Form A

Submittal and Addendum Acknowledgement

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your company. **To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.**

Failure to submit this form will result in your Proposal being deemed non-responsive.

_____	_____
Authorized Official (Signature)	Date
_____	_____
Print Name of Authorized Official	Title of Authorized Official
_____	_____
Company Name	Contact Person
_____	_____
Address	City, State, Zip
_____	_____
Phone Number	Fax Number
_____	_____
E-Mail Address	Federal Tax ID #

The following Addenda is/are hereby acknowledged:

	Date of	
Addendum No.	Addendum/Addenda	Signed Acknowledgement
1.	_____	_____
2.	_____	_____
3.	_____	_____

NOTE: Failure to acknowledge receipt of Addenda may render the proposal non-responsive and therefore void.

Form B

Certifications and Assurances

The following certifications and assurances are a required element of the Scott Avenue Reconnection Project Proposal, to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related AGREEMENT(s):

- 1) I/we declare that all answers and statements made in the proposal are true and correct.
- 2) In preparing this proposal, I/we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective AGREEMENT, and who was assisting in other than in their official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- 3) I/we understand that the City will not reimburse for any costs incurred in the preparation of this proposal. All proposals become the property of the City, and I/we claim no proprietary right to the ideas, writings, items or samples, unless so stated in this proposal.
- 4) I/we agree that submission of the attached proposal constitutes acceptance of the solicitation. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 5) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 6) I/we grant the City the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Note: On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements and my authority to enter into contracts on behalf of my company.

Signature of Proposer

Title

Date

Form C - Organizational Conflicts of Interest (OCOI) Disclosure Form

OCOI Disclosure and Avoidance/Neutralization Plan

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which as a result of activities or relationships with other persons or entities, such person or entity:

- 1) Is unable or potentially unable to render impartial assistance or advice to the City; or
- 2) Is or might be otherwise impaired in its objectivity in performing the contract work; or
- 3) Has an unfair competitive advantage.

SECTION 1 of this disclosure statement describes the potential Organizational Conflict of Interest, as defined in Secretary’s Executive Order E-1059.00. SECTION 2 of this disclosure statement describes the management plan for avoiding or neutralizing the potential Organizational Conflicts of Interest as described in SECTION 1 of this disclosure statement. I acknowledge that the City may require revisions to the management plan described in SECTION 2 of this disclosure statement prior to approving it and that the City has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION 1 of this disclosure statement.

SECTION 1a – Name of Person or Firm Potentially Conflicted

SECTION 1b – Current Project Name and Scope of Work

SECTION 1c – Future Project Name and Description of Potential Conflict Of Interest

SECTION 2 - Plan for Managing Potential Conflicts Of Interest

Signed _____ Date _____

Printed Name _____ Title _____

Form D - OCOI Certification Form
Organizational Conflict of Interest Certification

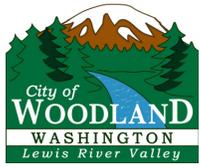
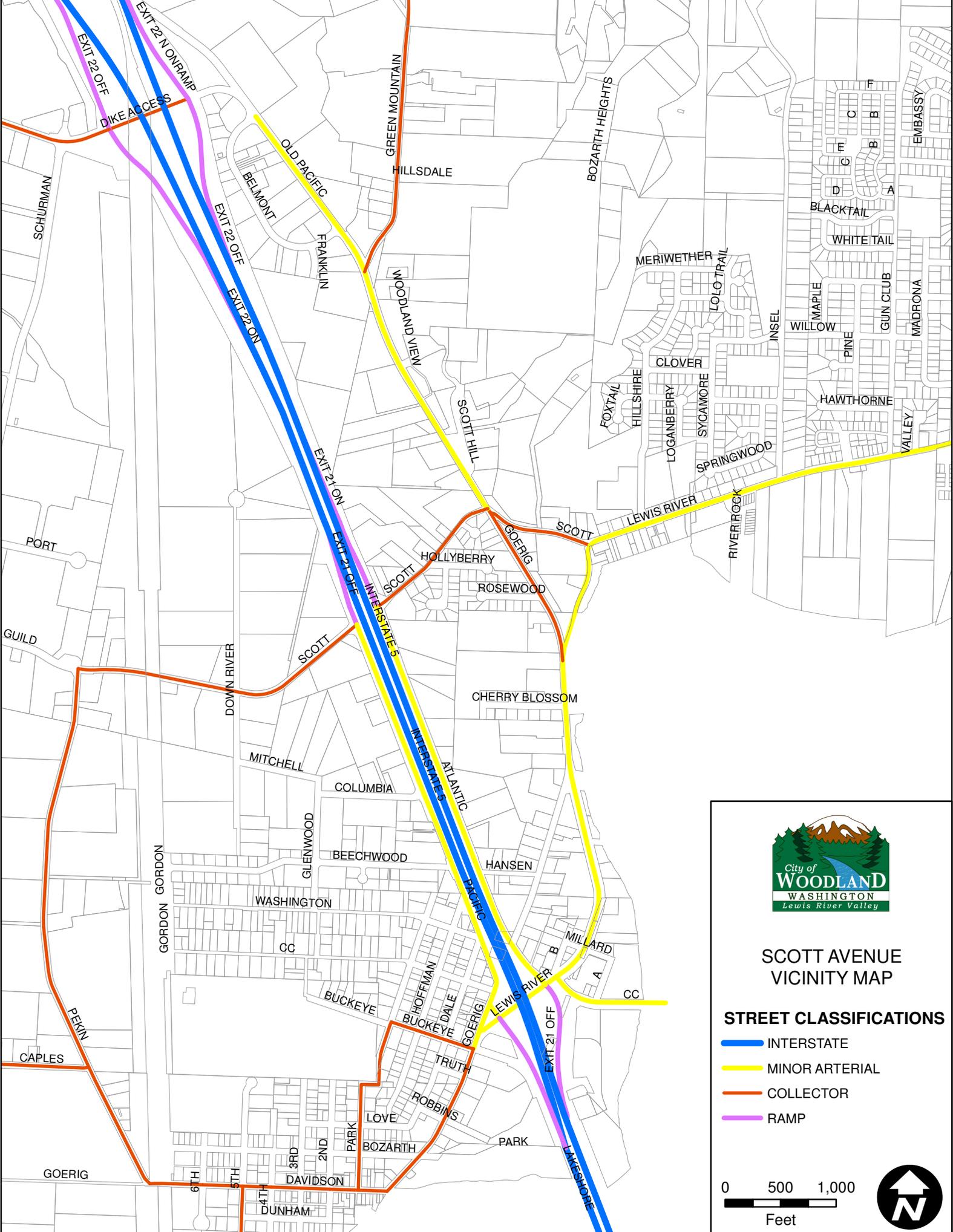
(Name of Proposer _____) My signature below certifies that, prior to submitting this RFP, I have conducted an internal review of Proposer’s current affiliations and have required Proposer’s team members to identify potential, real, or perceived Organizational Conflicts of Interest relative to the anticipated procurement, in accordance with the Secretary’s Executive Order E-1059.00 and WSDOT *Organizational Conflict of Interest Manual* M-3043.

I further certify that “*Organizational Conflict of Interest Disclosure and Avoidance/ Neutralization Plan*” forms are attached, as listed below, for all real or potential organizational conflicts of interest as defined in WSDOT Organization Conflict of Interest Manual M-3043 for all Proposer team members.

Signed _____ Date _____

Name _____ Title _____

List Attachments by name of person or firm potentially conflicted:



SCOTT AVENUE VICINITY MAP

STREET CLASSIFICATIONS

- █ INTERSTATE
- █ MINOR ARTERIAL
- █ COLLECTOR
- █ RAMP

