

REQUEST FOR PROPOSALS

South Woodland Safe Walk Route Project Engineering and Surveying Services

Request for Proposals Published: September 30, 2013

Proposals Due: October 18, 2013

Issued by:

City of Woodland

PO Box 9

Woodland, WA 98674

(360) 225-7999

South Woodland Safe Walk Route Project Request for Proposals

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 from qualified consultants interested in providing professional engineering and surveying services for the South Woodland Safe Walk Route Project. The City of Woodland project needs are outlined in the following Request for Proposals.

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 Friday, October 18, 2013 at 2 PM. The complete RFP can be found at www.ci.woodland.wa.us or you can request 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.

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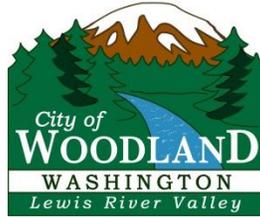
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City of Woodland

Request for Proposals for the South Woodland Safe Walk Route Project Engineering and Surveying Services

1.0 GENERAL INFORMATION

This Request for Proposals (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 surveying, engineering design, permitting, and construction management services for the South Woodland Safe Walk Route 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 funded by a state Safe Route To Schools (SRTS) grant administered by the Washington State Department of Transportation (WSDOT) so all WSDOT requirements will need to be met.

Proposers must comply with this RFP during the procurement and in their responses. By submitting their Proposals, 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 South Woodland Safe Walk Route Project is to add sidewalks on South Pekin in two locations and add pedestrian crossing signals at the intersection of Davidson and 5th. The City of Woodland has secured a \$306,000 Safe Routes To Schools (SRTS) Grant for the project. The City has committed to \$34,000 in matching funds for the SRTS from the road fund for a total budget of \$340,000.

1.2 PROJECT GOALS

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

- 1) Eliminating two gaps in sidewalk along South Pekin with the construction of new sidewalks;
- 2) Installing pedestrian crossing signals at the intersection of Davidson and 5th;
- 3) Completing construction the summer of 2014;

1.3 GENERAL PROJECT DESCRIPTION

The purpose of the South Woodland Safe Walk Route Project is to create a safe pedestrian route from the Woodland Primary School to the residential areas in south Woodland along South Pekin Road. The Design and Surveying Services contract includes the following key components:

- 1) Completing surveying and design needed for identified improvements to go out to bid for construction;
- 2) Completing permitting services which will include SEPA and a shoreline permit through the City of Woodland;
- 3) Provide construction management services for the duration 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	December 2013
Complete Surveying and Design	March 2014
Permitting Complete	April 2014
WSDOT Approval of Design	April 2014
Project Out to Bid	May 2014
Project Awarded	June 2014
Project Complete	Late August 2014

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

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 \$340,000 including the design, construction, and construction management. The preliminary engineering budget amount for this contract is approximately \$62,000.

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.

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 2:00 p.m. Pacific Time on October 18th. 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:

South Woodland Safe Walk Route 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 2:00 PM on October 18th. You will need to identify yourself as a “South Woodland Safe Walk Route Project Proposer” to have your delivery stamped in.

2.1.2 Signatures Required

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 FORMAT AND QUANTITIES

The proposer can provide a RFP in any format they choose provided they complete Forms A-D and include them in their RFP. The rest of the content of the RFP is up to the proposer. Please submit one (1) unbound original proposal, three (3) bound hard copies of the proposal, and an electronic version of the proposal in .pdf on a CD or jump drive.

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.

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. City Staff will evaluate and score submitted Proposals. The RFP Review Committee will then select the top scoring proposer to negotiate a contract. The evaluation and scoring process to be used for the Project is detailed later in this section.

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 October 10th. 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 receipt of all addenda and question and answer responses (see Form A). 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 after October 10th. 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.

3.5 EVALUATION OF RFP's BY CITY STAFF

The Project Proposal will be evaluated by City Staff based on the scoring elements set forth below:

Table 1 – Proposals Categories

Scoring Element	Proposals Categories
Key Personnel Proposals	0 – 10
Relative Firm Experience	0 – 20
Surveying Services	0 – 30
SEPA and Permitting Documentation	0 – 10
Design Services	0 – 30
Total Score	0 – 100

The City shall review the Proposals and proposed work scope in accordance with the following criteria:

Capabilities of Proposer Project Team:

- 1) Experience in civil engineering for streets;
- 2) Experience in land surveying;
- 3) Ability to achieve final SEPA and Shoreline Permit project approvals; and
- 4) Project understanding, familiarity with area, and approach.

3.6 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.

3.7 AWARD OF CONTRACT

The contract award process begins with the selection of the best qualified consultant based on evaluation of the Proposals received. 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. The contract will be awarded upon execution of the Local Agency Standard Consultant Agreement.

3.8 FINALIZATION OF CONTRACT DOCUMENTS; POST – SELECTION PROCESS

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
(360) 225-7999
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 or RFP Review 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.

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, 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 Proposals of any Proposer under consideration, require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposals and require additional evidence of Proposals to perform the Project. The City further reserves the right, in its sole discretion, 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) Disclose information contained in a Proposal to the public as described herein;
- 10) Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
- 11) Not issue a notice to proceed after execution of the contract documents;
- 12) Disqualify any Proposer that violated the terms of this RFP;
- 13) Request Proposal revisions as specified herein; and
- 14) 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 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:

**2012 Safe Routes to School
Grant Application Form**



**Washington State
Department of Transportation**

Project Title and Location: *South Woodland Safe Walking Route*

School(s) Name and Address: *Woodland Primary School and Woodland Middle School*

School District: *Woodland School District*

Number of children that live with-in two miles of the school: 451

Number of children that get to the target school(s) by:

Walking: 48 Biking: 6 School Bus: 426 Family Vehicle: 298 Carpool: 15 Transit: 0 Other 0
(Use the [Student Travel Tally](#) to collect this information. **Submit the tally sheets with the application.**)

Is this project in your local TIP? Yes.

Lead Agency and Project Manager

Lead Agency Name: City of Woodland

Project Manager: Bart Stepp, PE

Title: Public Works Director

Address:

Public Works Department
PO Box 9
300 E Scott Avenue
Woodland, WA 98674

Phone: 360-225-7999

Fax: 360-225-7467

E-mail: steppb@ci.woodland.wa.us

State Legislative District #: 18

Grant Request and Total Project Cost:

Engineering/Infrastructure \$ 333,175

Education/Encouragement \$ 7,350

Enforcement \$ 0

Total Request \$ 306,473

Match/In-kind \$ 34,052

Total Project Cost \$ 340,525

While not quantified, the School District is proposing to use staff and volunteers for education/encouragement components.

Project Description (Use one sentence to list activities for each element of the project.)

Engineering: The proposal is to construct 666 linear feet of sidewalk, curb, and gutter that will fill existing sidewalk gaps; install two flashing crosswalk signs or Hawk Signals at an unsignalized two-way stop intersection; and install two solar powered flashing speed signs that flash the speeds of oncoming motorists.

Education/Encouragement: The proposal is to implement a walking school bus program and a crossing guard program that will complement new sidewalk and crossing infrastructure.

Enforcement: The Woodland Police Department will work with the School District to identify if patrols along the safe walking route are adequate.

Recent Progress (Describe any efforts or portions of the project that have been completed or are underway. Summarize project delivery status, include methods used to determine cost estimates and information about steps that have been taken to obtain right of way and/or public support for the project.)

PAST EFFORTS

This proposal would create a complete sidewalk network from housing developments in South Woodland to the Woodland Primary and Middle Schools. During the summer of 2011, the City of Woodland built 300 linear feet of sidewalk along the same route. This proposal would close all remaining gaps creating a complete sidewalk network. As part of the 2011 sidewalk project, the City collected survey information that will help inform the design surveying of this project.

PROJECT SUPPORT

Efforts have been taken to ensure project support before submitting for grant funding. Two property owners would be impacted by this proposal. City staff met with all property owners onsite to discuss the grant opportunity, timelines, and likely impacts to their properties. The City is committed to working with property owners to mitigate impacts and ensure project support.

Project selection was a joint effort between the Woodland School District and the City. On March 26, 2012, the Woodland School District Board of Directors signed a letter of support for the grant application. Then, on April 2, 2012, the City Council showed their support by voting to approve the grant application.

COST ESTIMATES

Engineering and infrastructure cost estimates assume that construction would occur in 2014. The infrastructure cost estimate is based on calculating quantities of materials and using local bid prices of quantities to calculate price.

PROJECT SCHEDULE AND COST SUMMARY SECTION

Project Element	Scheduled	Amount
Education/Encouragement	Fall 2014	\$7,350.00
Enforcement	August – October 2014 (if needed)	\$0
Project Definition (agreement signed)*	July 2013	\$0
Begin PE*	October 2013	\$85,679
Environmental Docs Approved*	January 2014	\$700
ROW Complete (certification)*	January 2014	\$0
Contract Advertised*	March 2014	\$246,796
Open to Public (operationally complete)*	September 2014	\$0

Project Cost Summary (grant request only) Note applicable costs	Dollars in thousands	Percent of total	2013-15 Cash Flow (expenditures billed to WSDOT):
Engineering:			<u>Date</u> <u>Planned</u>
Preliminary Engineering	\$52.327	17.1%	9/13 \$ _____
Right-of-Way	\$0	0%	12/13 \$ 52,327 _____
Construction	\$246.796	80.5%	3/14 \$ _____
Operations/Services	\$0	0%	6/14 \$ 246,796 _____
			9/14 \$ _____
Education/Encouragement Program	\$7.35	2.4%	12/14 \$ 7,350 _____
			3/15 \$ _____
Enforcement Program	\$0	0%	6/15 \$ _____
			Total 09-15 \$ 306,473 _____
Total Grant Request:	\$306.473	100%	<i>Est. Re-appropriation</i> \$ _____
			<i>Future Biennium</i> \$ _____
			TOTAL \$ 306,473 _____

* Follow general federal eligibility guidance for projects including construction.

Target Location Details Section

Type of School (Check schools that apply):

Kindergarten _____
 Primary School x
 Middle School x
 High School _____
 Grades targeted K-3 and 7-8

Current Conditions. Describe the current conditions (e.g., existing roadway conditions, speed, risk factors).

Proposed improvements are for 5th Street which transitions into South Pekin Road as it travels south through Woodland. 5th Street/South Pekin is a two-way road with posted travel speeds of 20 to 25 mph.

South Pekin is a minor, north-south arterial that skirts the west side of Horseshoe Lake. Horseshoe Lake is one of Woodland's natural amenities and South Pekin is part of a popular walking loop that circles the lake. This, in combination with a significant amount of new single-family and multi-family housing built in the past decade off of South Pekin, has resulted in increased pedestrian traffic. Sidewalks constructed in association with newer developments have helped grow the city's sidewalk network. However, gaps in front of older properties still exist. Where sidewalk gaps exist, pedestrians are forced to walk on the road's shoulder.

This proposal includes the installation of two flashing crosswalk signs or Hawk Signals at an unsignalized, two-way stop intersection at Davidson Avenue and 5th Street. Davidson Avenue runs east-west through historic downtown Woodland. It is Woodland's historic "Main Street" and is categorized as a major arterial by the City of Woodland. At the Davidson Avenue/5th Street intersection, north-south traffic has stop signs while travelers moving east or west on Davidson have the right of way. While cross-walks are marked at all four sides of the intersection, east-west traffic often fails to yield to waiting pedestrians.

We also will install two solar powered flashing speed signs that flash the speeds of oncoming motorists. In addition to alerting motorists about their speed, these signs help slow speeders and can provide data to law enforcement about when the worst speed issues are occurring.

Currently, primary and middle school children living in South Woodland do not have a continuous sidewalk network to walk safely to and from school. Although the majority of housing in South Woodland is within 0.5 mile of the schools, many children ride the bus. The School District is hopeful that the successful completion of this project will increase the number of school children walking to school and eliminate the need for one school bus.

Distance from project site to target school. (Please check):

Less than ¼ mile x
 ¼ to 1 mile x
 1 to 2 miles _____

Comments: This proposal includes three improvements at different distances from the target schools. The proposed crossing improvement is 0.1 mile from the primary school. The sidewalk gap furthest from the target schools is 0.7 mile from the primary school.

Operating speed (85th percentile):

Speed studies have not been done to determine the 85th percentile for South Pekin or Davidson.

Posted Travel Speed at project site location. (Please check):

45 mph and above _____
 30-35 mph _____
 25 mph x
 20 mph x

Distance from project site to vehicle/bike or vehicle/pedestrian crash location - 2009 to present. (Please indicate number of crashes):

Current crossing accommodations between project site and school. (Please indicate number for all that apply):

None: NA

signals by push buttons. Activation will start the flashing lights on both sides of the street.

Describe the proposed education improvement (include details of the management plan for this element):

A crossing guard and walking school bus program will be established to encourage walking and increase pedestrian safety. Crossing guards will be located at Davidson Avenue and 5th Street and at Bozarth and 5th Streets. Possible walking school bus pick-up locations have been identified along and nearby the safe route. Crossing guards will be property equipped, trained and certified. Trainings and certifications being explored by the School District include anti-bullying training, flagging certification, "right response" training, walking school bus training, crossing guard and traffic control training, first aid, and CPR.

Describe the proposed enforcement improvement (include details of the management plan for this element):

The Woodland Police Department will coordinate with the School District to address any need for additional patrols of the safe walking route before and after school.

Implementation and Partnerships: Discuss steps that have been done to prepare for project implementation:

In late February, the School District and City met to discuss the grant opportunity and to discuss roles and responsibilities. Project selection was jointly agreed upon at this meeting. In early March, two staff people from the City and one from the School District attended the webinar. On March 26, 2012, the grant opportunity and project proposal were presented to the Woodland School District Board of Directors. At this meeting the Directors signed a letter in support of the grant application. Then, on April 16, 2012, the City Council showed their support by voting to approve the grant application.

How will the project partners coordinate their efforts on the different components of the project?

The City is the lead agency and project manager for the proposal. If awarded funds, the City will be responsible for all aspects of infrastructure design and construction. The City will also be responsible for quarterly reports and coordinating getting information from the School District. The District is taking responsibility for implementing the education and encouragement components proposed, for conducting student surveys, and for helping the City gather needed information for reporting purposes.

APPLICATION CONCURRENCE/PROJECT PARTNERS	
School Principal/School District Official	
Agency: Woodland School District Contact Name: Michael Green Title: Superintendent Address: 800 3 rd Street, Woodland, WA 98674 Email: greenm@woodlandschools.org Phone: 360-841-2700	Date: April 2012
Transportation/Public Works Department – Infrastructure Approving Authority	
Agency: City of Woodland, Public Works Department Contact Name: Bart Stepp, PE Title: Public Works Director Address: PO Box 9, 300 E Scott Avenue, Woodland, WA 98674 Email: steppb@ci.woodland.wa.us Phone: 360-225-7999	Date: April 2012
Local Law Enforcement Official	
Agency: City of Woodland, Police Department Contact Name: Chief Rob Stephenson Title: Police Chief Address: PO Box 9, 100 Davidson Avenue, Woodland, WA 98674 Email: stephensonr@ci.woodland.wa.us Phone: 360-225-6965	Date: April 2012
Other Key Partner	
Agency/Organization: Contact Name: Title: Address: Email: Phone:	Date
WSDOT Region Administrator (if project is on a State Route)	
WSDOT Region: Region Administrator: Address: Email: Phone:	Date

WOODLAND SCHOOL DISTRICT

CROSSING GUARD LOCATIONS

FLASHING CROSSWALK SIGNS AT 5TH STREET AND DAVIDSON AVENUE

EXISTING SIDEWALK

324' OF NEW CURB AND SIDEWALK TO ELIMINATE EXISTING SIDEWALK GAP

FLASHING SPEED SIGN

RESIDENTIAL AREA SERVED BY IMPROVEMENTS

LILAC GARDENS

342' OF NEW CURB AND SIDEWALK TO ELIMINATE EXISTING SIDEWALK GAP

EXISTING SIDEWALK

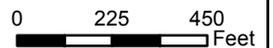
FLASHING SPEED SIGN

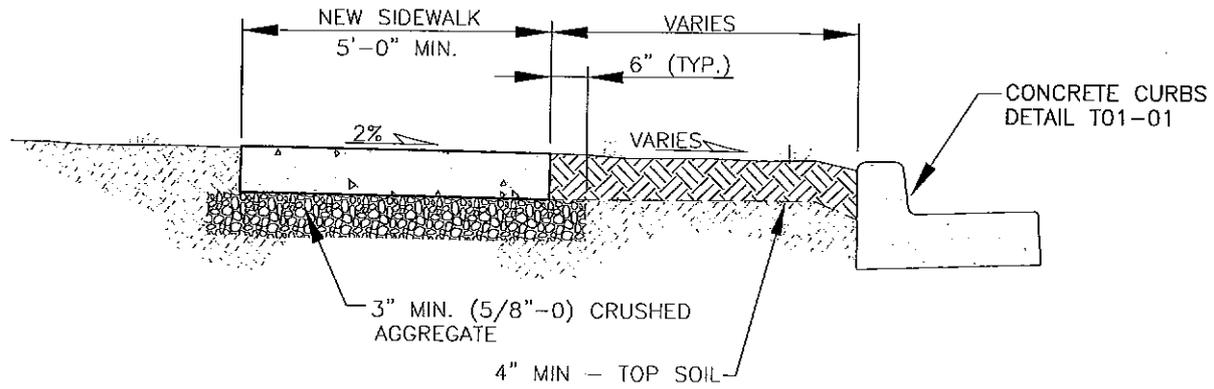
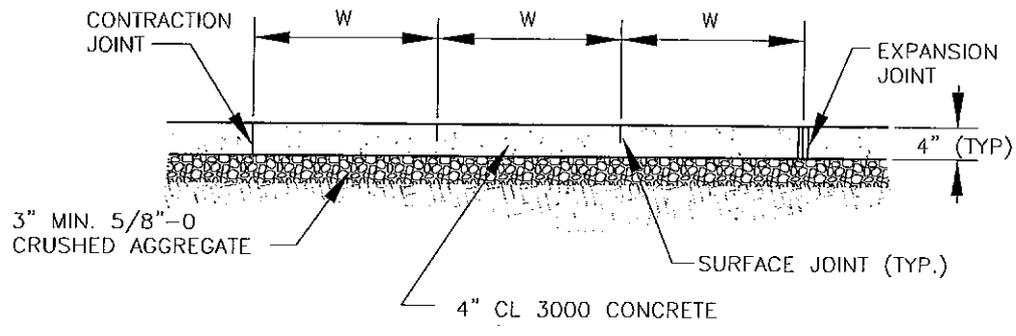
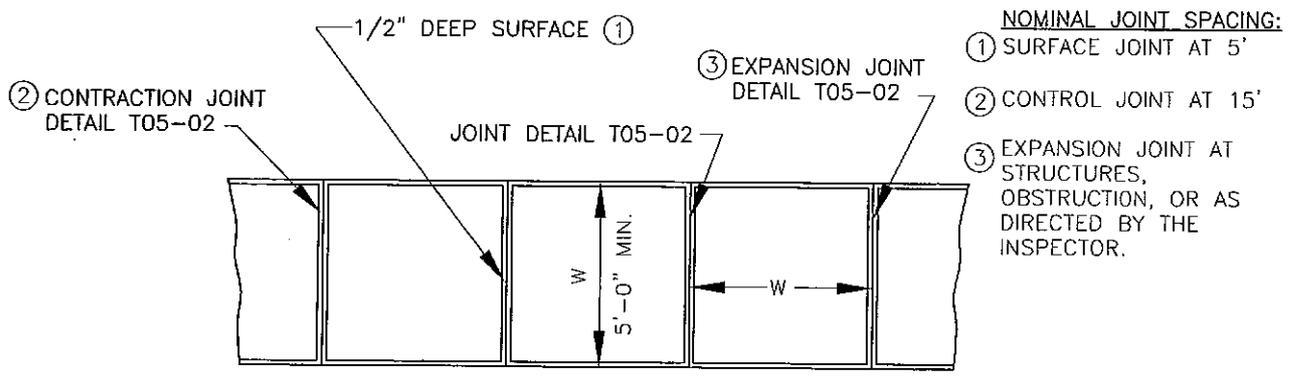
POSSIBLE WALKING SCHOOL BUS PICK-UP SPOT

EXISTING SIDEWALK



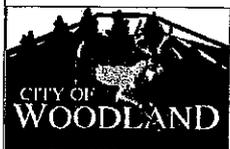
2013 SAFE ROUTES TO SCHOOL PROJECT





NOTES:

1. CONCRETE SHALL BE 3000 PSI MIN. (CL 3000), 3 1/2" SLUMP (MAX.).
2. COMPACT SUBGRADE AND AGGREGATE TO 95% OF MAXIMUM DRY DENSITY (3" MIN.).
3. FINISH SHALL BE MEDIUM BROOM PERPENDICULAR TO PEDESTRIAN TRAFFIC UNLESS OTHERWISE DIRECTED.
4. 2" SMOOTH FINISH BORDER AROUND EACH SIDEWALK PANEL OR MATCH EXISTING BORDER.
5. SEE CONCRETE JOINTS DETAIL T05-02 FOR SURFACE, CONTRACTION, AND EXPANSION JOINTS.
6. ALL EXISTING EDGES SHALL BE SAWCUT.
7. CROSS SLOPE OF PLANTER STRIP SHALL BE 2% (TYP.) AND 4:1 (MAX.).



SIDEWALK DETAIL

CITY OF WOODLAND
DEPARTMENT OF PUBLIC WORKS

APPROVED

BY: *EHL*
DATE: *7-10-08*

T02-01A

2013 Woodland Safe Routes to Schools Project

Date Printed: 11/7/2012

Conceptual Opinion of Cost for installing sidewalk on S. Pekin and flashing crosswalk signs on Davidson.

Prepared for: **City of Woodland, WA**

Prepared by: Bart Stepp, PE, Public Works Director

Item #	Description	Unit	Unit Price	Contract Quantity	Contract Total
1	MOBILIZATION	LS	\$ 13,000.00	1	13,000.00
2	SPCC PLAN	LS	\$ 500.00	1	500.00
3	TCP/ PROPERTY OWNER AGREEMENT WORK	LS	\$ 1,000.00	1	1,000.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	LS	\$ 1,000.00	1	1,000.00
5	TRAFFIC CONTROL SUPERVISOR	LS	\$ 300.00	1	300.00
6	FLAGGERS AND SPOTTERS	Hours	\$ 50.00	60	3,000.00
7	CONSTRUCTION SIGNS CLASS A	SF	\$ 10.00	90	900.00
8	CLEARING AND GRUBBING	LS	\$ 2,500.00	1	2,500.00
9	ROADSIDE CLEANUP	LS	\$ 2,500.00	1	2,500.00
10	REMOVAL OF STRUCTURE AND OBSTRUCTION	LS	\$ 2,500.00	1	2,500.00
11	SAWCUT	LF	\$ 2.00	675	1,350.00
12	ROADWAY EXCAVATION INCL. HAUL	CY	\$ 19.00	150	2,850.00
13	GRAVEL BORROW INCLUDING HAUL	CY	\$ 15.00	270	4,050.00
14	ROAD APPROACH SUBGRADE PREPARATION	CY	\$ 40.00	33	1,320.00
15	TRIMMING AND CLEANUP	LS	\$ 2,500.00	1	2,500.00
16	CRUSHED SURFACING BASE COURSE	TN	\$ 15.00	210	3,150.00
17	HMA CL. 1/2 PG 64-22	TN	\$ 100.00	70	7,000.00
18	HMA FOR APPROACH CL 1/2 PG 64-22	TN	\$ 115.00	30	3,450.00
19	ESC LEAD	Day	\$ 30.00	30	900.00
20	CHECK DAM	EA	\$ 10.00	4	40.00
21	INLET PROTECTION	EA	\$ 75.00	5	375.00
22	SILT FENCE	LF	\$ 1.75	700	1,225.00
23	CURB AND GUTTER	LF	\$ 15.00	670	10,050.00
24	CONCRETE SIDEWALK	SY	\$ 45.00	300	13,500.00
25	CEMENT CONCRETE DRIVEWAY ENTRANCE	SY	\$ 55.00	80	4,400.00
26	FLASHING PEDESTRIAN SIGNS OR HAWK SIGNAL	EA	\$ 110,000.00	1	110,000.00
27	SOLAR FLASHING SPEED SIGNS	EA	\$ 15,000.00	2	30,000.00
28	PERMANENT SIGNING	LS	\$ 1,000.00	1	1,000.00
Subtotal					224,360.00
Contingencies @ 10%					\$22,436.00
Amount Due					\$246,796.00

Professional Services

Design Surveying (5% of Construction Cost)	\$ 12,339.80
Design Engineering (20% of Construction Cost)	\$ 49,359.20
Construction Staking (4% of Construction Cost)	\$ 9,871.84
Construction Engineering and Administration (6% of Construction Cost)	\$ 14,807.76

Subtotal Professional Services	\$ 86,378.60
Grand Total Entire Project	\$333,174.60

GRANT INFORMATION	
GRANT ELIGIBLE COSTS:	\$ 333,174.60
SAFE ROUTES TO SCHOOLS GRANT (90% OF COSTS):	\$ 299,857.14
CITY MATCH OF 10%:	\$ 33,317.46

Notes:

1. Project includes installing new sidewalk along S. Pekin in front of the Lilac Gardens and between Windflower and Twin Flower Road.
2. Project would also include installation of two flashing pedestrian signs or Hawk Signals on Davidson at the intersection with 5th Street.
3. Unit prices assume construction would occur in 2014.
4. Match is not required but matching money does increase your ranking and chances of receiving funds so I have proposed a 10% match.

Bart Stepp

11/7/2012

Bart Stepp, PE Public Works Director Date