

**CITY OF SHORELINE
REQUEST FOR PROPOSALS
RFP 9596**

Job Order Contracting (JOC) Consulting Services

Submit no later than March 17, 2020 4:00 p.m. Exactly Pacific Local Time

The City of Shoreline, Washington is soliciting proposals (RFP) from qualified consultants to develop, implement, and support a Job Order Contracting (JOC) program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures.

Primary Objectives

The objectives of the City's JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce construction, design, and planning costs; and to develop relationships and contracts with contractors to more quickly and efficiently respond to emergency situations.

Background

During the 2019 Legislative Sessions, RCW 39.10.410.420 - .460 was amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of job order contracts will benefit the public. The JOC program is anticipated to be utilized in many different departments/divisions including Public Works Engineering & Construction, Road Maintenance, Wastewater, Surface Water, Facilities, Parks, Recreation and Cultural Services and other public works areas/projects.

Preliminary Timeline

RFP Release	February 21, 2020
Deadline for Written Inquires	March 10, 2020
Proposals Due	March 17, 2020
Interview Top Candidates	March 24-26, 2020 (if needed) *
Selection	March 2020 *
Contract Executed	April 2020 *

**dates are approximate*

Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

- A. Development Stage: The successful consultant shall work with the City to develop the JOC program. Program development includes meeting with various departments and divisions to assess their needs for this program and then preparing and proposing a JOC program which will most effectively meet the City's requirements.

- B. Request for Proposal Stage: The successful consultant shall work with the City to develop specifications, terms, and conditions for a Request for Proposal (RFP) to contract with one or two contractors as determined in the Development Stage. Successful consultant will also assist with the evaluation of the proposals submitted.
- C. Implementation Stage: Successful consultant shall assist the City with implementation of the JOC Program including training for both the contractor(s) and City staff. Training shall include administration, performing estimates, and reconciliation. Successful consultant shall work with City to create and document all processes and forms needed to successfully implement the JOC Program.
- D. On-Going Program Support: Successful consultant shall assist City with initial and on-going job orders and follow up as needed. Successful consultant shall also provide updates for unit price book. Books must be updated at least annually. If the awarded contract includes software, the consultant shall also provide on-going technical support and training for the software.

Schedule

The proposed timeline is to engage in the consultant's services starting in April 2020, resulting in a JOC Program by November 2020. The contract term will be effective upon the date of contract execution for two years with the option to renew for two additional one-year terms. Contract prices shall remain firm during the contract term.

RFP Evaluation Components/Criteria

Submittal Requirements

One (1) unbound original and One (1) CD or flash drive in pdf format of the RFP shall be submitted to the City of Shoreline, City Clerk's Office – RFP **9596**, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905. The deadline for proposals by interested parties is **March 17, 2020** by 4:00 p.m. Exactly Pacific Local Time. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of qualifications. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.

Questions related to this solicitation may be directed to Janet Bulman, Purchasing Coordinator, jbulman@shorelinewa.gov. Questions via phone will not be accepted. The deadline for questions is March 10, 2020 by 4:00 p.m. All substantive questions and answers will be formalized and issued as an addendum to this RFP.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, 8 1/2" by 11" typewritten pages (min. 12 point font). The submittal shall be no more than 12 pages, not including resumes and Unit Price Book sample. The following format and content shall be adhered to by each firm and presented in the following order:

A. Executive Summary

An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed.

B. Approach

1. Methodology(ies): This section should clearly describe your approach in developing, implementing, and supporting a JOC program including how training is accomplished for both contractor(s) and City staff and the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan.
2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff.
3. Unit Price Book: Respondents shall propose the use of a unit price book for JOC cost reference and determination. Respondents may propose the use of their own unit price book, propose to create a new book, and/or propose the use of a unit price book from a third-party source, or a combination of any of the fore mentioned. Identify what type of unit price book is proposed and provide a representative snapshot sample.

Tasks and prices in the unit price book(s) must reflect the local prevailing and other wage requirements of applicable local laws in King County and the State of Washington. Please provide the following information on the unit price book:

- 1) Revision cycle (when was it last updated/when is it scheduled to be updated):
 - 2) Revision methodology
 - 3) Price collection methodology
 - 4) Approach to localizing prices
 - 5) Anticipated number of materials, labor, and equipment line items
 - 6) Maturity of book (how long has it been published/in use)
 - 7) Other relevant factors to describe the quality or comprehensiveness of the book.
4. Software: Respondent may propose software that will be helpful in the implementation of this program. Respondent shall be very specific on the cost of the software, the complexity of using it, training to be provided, and whether this software is optional, recommended, or required for implementation.
 5. Project Organization and Staffing: Describe the qualifications and experience of key personnel who will be assigned to this project. Identify each by their proposed role and the percentage of time they will be committed to the City. Include for each their name and current, pertinent resume. Identify and provide the same information for any proposed subcontractors.
 6. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

C. Related Experience

Describe recent (within the last 4 years), directly related experience in JOC program development and implementation. Briefly describe each project and for each

reference provide up-to-date individual contact name with email and phone number. Provide the size, scope, and dates of each project. At least four references should be included. The City reserves the right to contact any organizations or individuals listed

D. Statement of Experience

The respondent is required to provide evidence of experience in working with local agencies to develop, implement, support and train all parties in a successful JOC program. The experience listed must be that which was performed by the respondent's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. The RFP shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline.

E. Cost

Provide estimate of cost for services, initial and on-going costs of proposed software, and other costs that may be incurred to develop, implement, and support a JOC program.

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
Approach	Maximum 30 Points
Related Project Experience	Maximum 20 Points
Expertise of Project Team	Maximum 20 Points
Cost	Maximum 30 Points
Maximum Points	Maximum Points 100

The proposals will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

Any individual or firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified by mail by the City as soon as practical.

Proposals remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposers shall mark as "proprietary" any information that the Proposer believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

The City of Shoreline, 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 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 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.

Attachment: City of Shoreline Sample Contract Document



Contract No. _____
Brief Description: _____

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and _____, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of an itemized invoice or billing voucher in the form set forth on Exhibit B. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. Mail all invoices or billing vouchers to: Accounts Payable, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905 or email to accountspayable@shorelinewa.gov.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less

all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. The Consultant acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): _____.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

19. Captions.

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

20. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)