

Request for Proposal

Architectural and Engineering Services for King County Metro RapidRide Branding and Facilities Design

RFP No. E00059E07

February 2007

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KING COUNTY
REQUEST FOR PROPOSALS ADVERTISEMENT

King County is requesting Proposal Submittals from qualified firms interested in providing engineering, architectural and related services for King County Metro's RapidRide bus rapid transit project.

The Request for Proposals, all addenda and current document holder's list are available on the internet at www.metrokc.gov/procurement/rfp_rfqi_tb/new_consua.aspx. The County will no longer mail, ship or fax RFPs and addenda.

Interested firms *must* register with the County at time of download and ensure that a valid contact email address is given. Notification of addenda will be sent to the registered email address. Failure to register will result in the proposer not being notified of any addenda, which may result in rejection of the proposal as non-responsive.

The estimated value of Phase I of this contract is \$600,000 to \$800,000. The total estimated value of all phases is \$1.4 million to \$1.8 million. The County plans to issue one contract.

Contract Title:	Architectural and Engineering Services for King County Metro RapidRide Branding and Facilities Design
Number:	E00059E07
Proposals due:	March 27, 2007
Time:	5:00 p.m.
Pre-proposal Meeting:	March 5, 2007
Time:	2:00 p.m.
Location:	8th Floor Conference Room, King Street Center, 201 S. Jackson St., Seattle WA 98104

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may not be considered responsive and may therefore be subject to disqualification by King County.

SUMMARY OF WORK: The selected proposer will provide services to the County for brand identity development associated with the King County (KC) Metro's *RapidRide* bus rapid transit (BRT) project; brand application to transit vehicle design, signage, and passenger facilities; and architectural schematic design services and cost estimation for the passenger facilities. A later phase or phases of the work included under this contract could include final design, specifications, construction period services, right of way acquisition, and environmental and permitting activities.

SUBCONSULTANT OPPORTUNITIES: Provided for informational purposes only, following are subconsulting opportunities that may be available on this Contract:

Branding Development, Stakeholder involvement

This contract may be federally funded and subject to certain federally mandated contract provisions.

Refer to the Non-discrimination and Affirmative Action Section of the Request for Proposals for full discussion of the application of the non-discrimination and affirmative action provisions to

subconsulting opportunities, as well as other non-discrimination and affirmative action requirements with which the Consultant shall comply.

QUESTIONS: Questions concerning this solicitation should be directed to **Gib Myers, Contract Specialist** at **206-684-2024**, TTY Relay: 711. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-684-1327, TTY Relay: 711.

REQUEST FOR PROPOSALS
Architectural and Engineering Services for King County Metro
RapidRide Branding and Facilities Design
RFP NO. E00059E07

I. INTRODUCTION

A. This Request for Proposals ("RFP") contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:

1. Proposers shall provide the Submittal to King County no later than **5:00 p.m., March 27, 2007**, after which time they will be reviewed and evaluated. The Submittal shall be sent to:

Gib Myers, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue
Seattle, Washington 98104.

2. King County may, at its option, contact a Proposer and during a telephone conference ask clarifying questions concerning the Proposer's Submittal.
 3. At the County's option, the County may conduct Interviews from Proposers qualifying as finalists.
- B. King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts valued at \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>
- C. This contract may be funded in part by a grant from the U.S. Department of Transportation, Federal Transportation Administration (DOT/FTA). The contract awarded through this solicitation will contain terms and conditions governing the administration of the Project as required by these federal funds. In accordance with the requirements of the grant and with FTA's policy on the utilization of socially and economically disadvantaged individuals and disadvantaged business enterprises (DBEs) in procurements under assistance programs, the Consultant shall comply with 46 CFR Part 26
- D. The County has established a DBE goal of **0%** for this contract. Please see the Civil Rights section of the solicitation for further information.
- E. The purpose of this RFP is to obtain a qualified consultant or consultants to provide the following services to the County: brand identity development associated with the King

County (KC) Metro's RapidRide bus rapid transit (BRT) project; brand application to transit vehicle design, signage, and passenger facilities; and architectural schematic design services and cost estimation for the passenger facilities. A later phase or phases of the work included under this contract could include development of final design and specifications, construction period services, right of way acquisition, and environmental and permitting activities. The estimated value of Phase I of this contract is \$600,000 to \$800,000. The total estimated value of all phases is \$1.4 million to \$1.8 million. The County plans to issue one contract.

- F. The County reserves the right to negotiate an amendment or amendments with the selected consultant to perform final design and construction period services, or to procure the services of another consultant to perform any work to be added by contract amendment subsequent to this first phase.
- G. Organizational Conflicts of Interest. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, the County may prohibit the consultants, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

II. PROJECT BACKGROUND

- A. In November 2006, voters in King County approved Transit Now, a ballot measure to fund a 20 percent increase in KC Metro transit service through a 0.1% increase in the local sales tax. Transit Now will create bus rapid transit (BRT) with frequent all day service and faster travel times than traditional bus services on five key travel corridors. KC Metro's BRT service will be known as *RapidRide*. By providing increased service frequency and quality of service, enhanced facilities, and a unique branding, *RapidRide* should achieve higher capacity and faster operation, result in a significant improvement in the customer's transit experience, and make the transit system easier to understand and use. *RapidRide* implements Strategy S-5 of the 2002-2007 Six-Year Transit Development Plan by combining new service with supporting capital equipment, facilities, and traffic operations improvements. Components of Transit Now are described at: www.metrokc.gov/kcdot/transitnow. King County Metro Transit's Six-Year Transit Development Plan is available at www.metrokc.gov/kcdot/tp/transit/six-year.stm.
- B. *RapidRide* may include such features as:
 - 1. high frequency operation (with a target of 10 minutes or less during core operating times),
 - 2. faster, more reliable trip times through exclusive, HOV, or business access and transit (BAT) travel lanes, and/or priority at intersections through transit signal priority and queue jumps,
 - 3. improved passenger waiting areas at all stops with real-time information at substantial station stops,
 - 4. low emission hybrid diesel-electric buses, and

5. branded vehicles, passenger facilities, and signage that are recognizable and distinguishable from other KC Metro services.
- C. *RapidRide* service will deliver bus rapid transit (BRT) services on five major corridors in King County:
1. Shoreline/Downtown Seattle via Aurora Avenue North,
 2. West Seattle/Downtown Seattle via West Seattle Bridge,
 3. Ballard/Downtown Seattle via 15th Ave Northwest and West Mercer Place,
 4. Federal Way/Tukwila via Pacific Highway South,
 5. Bellevue/Redmond via Crossroads and Overlake.
- D. The objective of the branding component of this contract is to develop a comprehensive brand identity for KC Metro's *RapidRide* program. The identity will be a sub-brand of the KC Metro parent brand. As such, it should provide optimal recognition of the unique features and benefits of the *RapidRide* service, while leveraging the established brand equity provided by the full range of KC Metro services. The *RapidRide* brand should:
1. Reinforce a positive transit experience for customers.
 2. Reinforce a positive experience associated with the KC Metro parent brand and its family of products and services.
 3. Be applicable to a variety of elements that make the transit experience easier to use and understand.
 4. Have an identity that is distinctive, recognizable, and distinguishable from other KC Metro service.
- E. KC Metro's *RapidRide* program is expected to operate in a mixed-use arterial roadway environment with other transit services that now operate on portions of the designated corridors. Passenger facilities will be provided in both directions at curbside bus stops along each corridor.
- F. Three classes of stops will exist along all *RapidRide* corridors:
1. Substantial Stations – 150 or more average daily boardings, major transfer points, spaced at about one mile, paired inbound and outbound.
 2. High Ridership Stops – 50 to 149 average daily boardings.
 3. Low Ridership Stops – less than 50 average daily boardings.
- G. Each corridor includes about 70 to 80 bus stops, with about half being substantial stations or high ridership stops, and half being low ridership stops. Bus stops will be spaced about 1/3 mile apart, with substantial stations falling approximately every mile. Most of the existing bus stops along the corridors will be served by *RapidRide*, and all *RapidRide* bus stops will be improved in some manner to provide unity in appearance along the corridor that is consistent with the *RapidRide* brand. However, the extent of the passenger facilities implemented will depend on the current and anticipated/expected volume of passenger boardings and transfer activity between transit services at each stop. Other implementation considerations may include the integration of a new type of facility design with existing transit facilities along the *RapidRide* corridors, and cost implications.

- H. Passenger facility design principles will be established to include the factors such as: vision and branding of the *RapidRide* service, physical amenities, pedestrian activity and safety, transit and vehicular safety and circulation, and compatibility with the existing environment within the project vicinity. Functional requirements and branding elements for the shelters and waiting areas will be developed initially in consultation with internal KC Metro managers and staff and refined later with external project stakeholders that may include the community, transit riders and permitting jurisdictions.

III. PROCUREMENT PROCESS

A. General Information

1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.
 - b. In accordance with the provisions of this RFP, King County will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the County, best meets the requirements set forth in the RFP and is determined to be the most highly qualified.
2. Clear & Concise Submittal. King County requires that Submittals be concise and clearly written, containing only essential information. Proposers are discouraged from submitting lengthy Submittals, and are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials whenever practical.
3. Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
4. Public Disclosure. Once in the County's possession, Submittals shall become property of King County and considered public documents under applicable Washington State laws. All documentation provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Protests and Appeals

1. Time to file a Protest.
 - a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.

2. Form of Protest. A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest. A copy of the protest shall be provided to the contract specialist. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Director of the King County Finance and Business Operations Division (Finance Director).
4. Requirements for filing an Appeal. The Appeal shall include the following information and be received by the Finance Director and Contract Specialist within two (2) calendar days of the issuance of the Manager's decision:
 - a. Name, address and telephone number of the person filing the appeal or their representative;
 - b. Copy of the Manager's decision; and
 - c. Explanation of the basis for the appeal and the ruling or relief requested.
5. Grounds for Appeal. Recognized justifications for appeal are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues that could have been raised earlier will not be considered on appeal.
6. Determination of the Appeal. Upon receipt of an Appeal, the Finance Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Finance Director shall constitute the final action of the County.
7. Compliance with Protest and Appeal Process. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
8. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
9. Venue. By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

C. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below:

<u>Date</u>	<u>Selection Process</u>
02-27-07	Public Announcement for RFP
03-05-07	Pre-Proposal Meeting (2:00 p.m.- 8 th Floor Conference Room, King Street Center, 201 S. Jackson St., Seattle WA 98104
03-27-07	Submittals Due (5 p.m.)
04-10-07	Select Finalists
04-17-07	Interview, if necessary
04-27-07	Ranking of Finalists and Notice of Selection
05-04-07	Selected Consultant submit all Cost and Pricing Data

2. Notification. King County will notify appropriate firms of the following actions:
 - a. Changes in the RFP;
 - b. Disqualification or rejection of a Proposer; and
 - c. Notice of Selection.
3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued.
 - a. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Gib Myers, Contract Specialist at 206-684-2024, PCSS, 8th Floor, 821 Second Avenue (M/S EXC-ES-0825), Seattle, Washington 98104.

D. Negotiations

1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by King County and the Consultant, shall form the basis for a billing/payment provision.
2. At the beginning of negotiations the selected Proposer and County shall meet to establish a Negotiation Schedule. Negotiations shall begin with the Scope of Work (SOW) identified in the RFP and the Work Plan Level of Effort (LOE) submitted by the selected Proposer. A Project Schedule shall accompany all revisions to the SOW and LOE. The SOW, LOE and Project Schedule should be interrelated and identify tasks and subtasks by the same numbers.
3. If the County and selected Proposer cannot come to terms on LOE and SOW after three (3) revisions to the SOW and LOE, the County may discontinue negotiations and go to the next highest ranked Proposer. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.

4. The selected Proposer shall only have two (2) primary negotiators, who shall remain constant for the entire duration of the negotiation. Subconsultants or specialists shall be allowed to participate in the negotiations in limited pre-scheduled circumstances to discuss specific issues in their area of expertise, specific SOW, or to clarify the basis for the LOE.
5. Negotiation of labor rates, overhead rates and fee shall not begin until after the County has received and reviewed the Cost and Pricing Data.

E. Contract Terms and Conditions

1. A copy of the County's terms and conditions is available at http://www.metrokc.gov/procurement/rfp_rfq_itb/new_consulting.aspx. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them.

F. Cost and Pricing Data

1. King County requires specific documentation of proposed cost and pricing data of the selected Proposer and/or a proposed subconsultant. This documentation shall be provided to:

Gib Myers, Contract Specialist
King County Finance & Business Operations Division
Procurement and Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue, Seattle, WA 98104

2. The selected consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received. Failure to provide such information in a timely manner may result in a decision by the County to discontinue negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.
 - a. **Financial Statements Including Balance Sheet And Income Statement.** Only the Prime Consultant should submit this information.
 - b. **Direct Salaries.** All Firms shall submit the following information:
 - (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. The list shall be composed using Excel and submitted electronically to Michael.Williams2@metrokc.gov. The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.
 - (2) Company **payroll records** for the current month, and for up to six months ago if the rate has changed within that time period.
 - c. **Overhead Rates.** All Firms shall provide the following information:
 - (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide current overhead schedule, audit report, and cost detail by general ledger account from the following entities:
 - (a) Washington State Department of Transportation (WSDOT)

- (b) Defense Contract Audit Agency (DCAA)
- (c) Federal Acquisition Regulation (FAR) overhead rate etc.
- (3) Provide your lowest negotiated overhead rate on a government agency contract within the last twelve months, including the contract number and an agency contact name and current telephone number.
- (4) Provide a listing of all personnel who will perform work on this Project whose salaries, in full or in part, are included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.
- d. **Billing Rates.** Submit only for certain qualifying small firms.
 - (1) Small firms that do not have an accounting system that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit, are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.
 - (2) If there is a question as to whether your firm qualifies to use Billing Rates, please call Michael Williams, Cost Analyst, at 206-263-4624.
- e. **Other Direct Cost(s).**
 - (1) Identify all Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for the costs.
 - (2) For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.
 - (3) Failure to identify ODC results in a presumption that there are no ODC.
- f. **Profit.** County considers both Washington DOT and FAR guidelines in establishing fair and reasonable profit. For all firms, specify the following:
 - (1) Proposed profit rate;
 - (2) Rationale and justification for the proposed profit rate.
- g. **Markup on Subconsultant Costs and ODC.** In accordance with King County policy CON 7-7-1,6.2.1 (G) Consultants shall not markup subconsultant costs and ODC.

G. Consultant Disclosure

1. King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

IV. CERTIFICATION RE: DEBARMENT/SUSPENSION, NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE

A. Certification Re: Debarment/Suspension

1. Proposer Certification Regarding Debarment, Suspension, and Other Responsibility Matters. The Proposer agrees to comply, and assures the compliance by each of its subconsultants and subcontractors at any tier (hereinafter jointly referred to as subconsultant), with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note, and US DOT regulations on Debarment and Suspension at 49 CFR Part 29. The Proposer shall submit its certificate on the form found in Attachment 5 to this solicitation.
 - a. This certification is a material representation of fact. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, the County may terminate the Agreement for cause of default, in addition to other remedies available including federal suspension and/or debarment.
 - b. The Proposer shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended or has been declared ineligible by the federal government from obtaining federal assistance funds. The Consultant's knowledge and information regarding any subconsultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.
 - c. The Proposer shall include in each subcontract, regardless of tier, a clause requiring each lower tiered subconsultant to provide the certification set forth in Attachment 5 to this solicitation. Each subcontract, regardless of tier, shall contain a provision that the subconsultant shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended, or declared ineligible from obtaining federal assistant funds. The Proposer shall require each subconsultant, regardless of tier, to immediately provided written notice to the Proposer if at any time the subconsultant learns that its, or a lower tier, certification was erroneous when submitted or has become erroneous by reason of changed circumstances, which the Proposer shall immediately forward on to the County. The Proposer may rely upon the certification of the subconsultant unless it knows that the certification is erroneous.

B. Civil Rights Requirements

1. It is King County's policy that Disadvantaged Business Enterprises (DBEs) shall have equitable opportunities to participate in the performance of contracts for materials and supplies and in providing consulting or construction services for and to King County, and that consultants and subconsultants shall afford equal opportunity in employment while providing materials and supplies and consulting or construction services for and to King County.
2. King County Code Chapters 12.16, 12.17, and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Agreement.

3. During the performance of this Agreement, neither the selected Consultant nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.
4. The selected Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Consultant further agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to the following:
 - a. Nondiscrimination -- Title VI of the Civil Rights Act. The selected Consultant agrees to comply with, and assure compliance by each subconsultant under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.
 - b. Equal Employment Opportunity. The selected Consultant agrees to comply with, and assures the compliance of, each subconsultant under this Agreement with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue.
 - c. Equal Employment Opportunities for Construction Activities. With respect to construction activities, the selected Consultant agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e), and any Federal statutes, executive orders, regulations, and Federal policies pertaining to construction undertaken as part of the Project.
 - d. Nondiscrimination on the Basis of Sex. To the extent applicable, the selected Consultant agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex, and any Federal requirements that may be promulgated.
 - e. Nondiscrimination on the Basis of Age. The selected Consultant agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.
 - f. Unfair Employment Practices. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall engage in any unfair employment practice identified in King County Code 12.18.

- g. The selected Consultant agrees to comply with the requirements of 49 U.S.C. §5301(d), which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Consultant agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:
 - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.
 - h. Confidentiality And Other Civil Rights Protections Relating To Drug Or Alcohol Abuse Or Alcoholism: The selected Consultant agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and the Public Health Service Act of 1912, 42 U.S.C. §§ 290dd3 and 290ee-3, including any amendments to these acts.
 - i. Any implementing requirements FTA may issue.
5. The selected Consultant shall furnish the County, upon request and on such forms as may be provided by the County, a report of the actions taken by the Consultant in

implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Agreement for the purpose of monitoring and investigation to determine compliance with these requirements.

C. Disadvantaged Business Enterprises (DBE)

1. Nondiscrimination—49 CFR part 26. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation—assisted contracts. Failure by the Consultant to carry out these requirements will be a material breach of this Agreement, which may result in the termination of the Agreement or such other remedy, as the County deems appropriate.
2. DBE Contract Goal. The County has established a DBE goal of **0%** for this Contract. As a condition of award, the successful proposer must make good faith efforts to meet this DBE goal. Good faith efforts are established when the proposer documents that it has obtained enough DBE participation to meet the DBE goal; or documents that it has made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation do so.
 - a. In accordance with this subsection, proposers shall submit a *Declaration Regarding DBE Solicitation and Utilization Commitment*, with an *Attachment A to Declaration Regarding DBE Solicitation & Utilization Disadvantaged Business Enterprises (DBE) Consultant Utilization Analysis* for each proposed DBE subconsultant. Copies of both documents are included in Attachment 5 to this solicitation. The proposer must report actual DBE participation proposed for this Project to enable King County to determine accurately whether the DBE goal has been met. **Compliance with this requirement is a matter of responsibility.**
3. Good Faith Efforts Re: DBE Participation. If the DBE goal is not met, evidence of adequate good faith efforts to meet the goal must be provided at the time the Proposer's *Declaration Regarding DBE Solicitation and Utilization Commitment* is submitted. The following is a nonexclusive list of types of actions that the County will consider as part of the proposer's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. Proposers must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. Proposers must determine with certainty if taking appropriate steps to follow up initial solicitations interests the DBEs.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.

- d. Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation.
 - e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or proposer.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
4. Protest Procedure. If the County determines that the apparent successful proposer has failed to meet the DBE participation requirements King County will notify the proposer in writing prior to contract award. The proposer may obtain administrative review of the County's determination by filing a protest in accordance with the protest procedures set forth in "Protests and Appeals" (Section III. PROCUREMENT PROCESS, Sub-Section B).
5. Determining DBE Eligibility and Counting Participation:
- a. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this solicitation, all DBE firms must be accepted as certified by OMWBE by the date and time proposals are due.
 - b. Counting DBE Participation. Requirements for counting DBE participation toward the DBE contract goal established for this contract are provided for in 49 CFR 26.55. When a DBE participates in a contract, only the value of the work actually performed by the DBE will be counted.
 - (1) King County will count the entire amount of the portion of a consultant contract that is performed by the DBE's own forces. This shall include the cost of supplies and materials obtained by the DBE for the work of the contract and supplies purchased or equipment leased by the DBE. This shall exclude supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate.
 - (2) King County will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, contractor or managerial services, or for providing bonds or insurance, provided the fees are reasonable and typical with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work to another firm, King County will only count the value of the subcontracted work if the DBE's subcontractor is also a DBE. King County will not count as participation the work that a DBE subcontracts to a non-DBE firm.

- c. DBE Consultant. King County will only count the work a DBE prime consultant performs with its own forces as well as the work performed by DBE subconsultants.
- d. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces.
- e. Commercially Useful Function. King County will count expenditures to a DBE contractor only if the DBE is performing a commercially useful function on that contract.
 - (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.
 - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
 - (3) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
- f. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
 - (1) **Manufacturer** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) **Regular Dealer** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (a) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section

(5)(b), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

(3) **Purchased from a DBE** With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

g. Further Information. If further information is desired concerning DBE participation, inquiry may be directed to:

Business Development and Contract Compliance
Bank of America Tower, MS BOA-EX-2000
701 5th AVE STE 2000
Seattle, WA 98104
Phone: (206) 205-0700, TTY Relay 711
Fax: (206) 205-0719

6. Reporting and Enforcement; Breach of Contract.

- a. The selected Consultant shall be required to submit a "Quarterly Affidavit of Amounts Paid DBE Participants" to the Project Representative on a quarterly basis for every quarter in which the contract is active (work is accomplished) or upon completion of the project, as appropriate. A copy of each report shall be submitted to the DBE Liaison Officer: Sandy Hanks—Business Development and Contract Compliance, Bank of America Tower, MS BOA-EX-2000, 701 5th Avenue, Suite 2000, Seattle, WA 98104. The quarterly reports are due on the 20th of January, April, July and October for the four respective quarters. The dollars reported will be in accordance with 49 CFR Part 26.
- b. The purpose of the DBE requirements of this Contract is to ensure that DBEs actually perform work committed to them at the time of execution of the Agreement by the selected Consultant. The failure to comply with the mandatory DBE requirements shall constitute a material breach of the Agreement. In addition to any other rights and remedies the County may have under the Agreement or at law or equity relating to said breach, the County may, in its discretion, withhold making payment to the selected Consultant until such time as compliance is achieved.

7. DBE Replacement.

- a. The Consultant shall not terminate for convenience a DBE subconsultant and then perform the work of the terminated subconsultant without the prior written consent of the DBE Liaison Officer. All such requests must be in writing to the DBE Liaison Officer at the address set forth above.

- b. The Consultant shall send written notification to the DBE Liaison Officer prior to replacing any DBE subconsultant. When a DBE subconsultant is terminated, or fails to complete its work for any reason, the Consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE to the extent needed to meet the DBE goal. The County reserves the right to withhold payment on any work originally designated to be performed by a DBE subconsultant if the selected Consultant fails to comply with the provisions of this section. If the selected Consultant fails to comply, the contracting officer may issue a termination for default proceeding.
8. Changes to DBE Contract Goal. The County will review proposed changes or amendments to the Agreement on a case-by-case basis for the application and possible adjustment of the DBE Contract Goal set for this contract.

D. Non-Discrimination in Subcontracting Practices

1. Compliance with Laws and Regulations. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement.
2. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages proposers to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages proposers to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
 - a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - b. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 - d. Establishing delivery schedules, where the requirements of this Agreement permit, that encourages participation by small businesses, including M/WBEs.
 - e. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Agreement.
 - f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

- g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.
- 3. Small Business and Minority and Women Business Enterprise Practices. Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
 - a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime proposers/proposers of contracting and subcontracting capabilities.
 - b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 - c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers that advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- 4. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- 5. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to the Agreement. During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:
 - a. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - b. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - c. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - d. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - e. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

- f. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
- g. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (1) The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - (2) The employer informs employees of the requirement and the consequences of violating the rule.
- 6. Discrimination In Contracting. King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement neither Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
- 7. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 12 months after completion of all work under this Agreement, the following:
 - a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - b. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in this Agreement, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
 - c. The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in this Agreement.

E. Required Submittals During Work

- 1. Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the selected Consultant shall submit a final Affidavit of Amounts Paid, identifying amounts actually paid and amounts owed to each subcontracting firm for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. Affidavit forms will be provided by King County.
- 2. Site Visits. King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to

subcontracting firms. The selected Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

F. Other Requirements

1. The selected Consultant agrees to comply with any other non-discrimination statute(s) that may apply to this agreement.
2. The selected Consultant is hereby given notice that federal requirements may change and the changed requirements will apply to the project as required.
3. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of this Agreement. Any violation of the applicable requirements of this Agreement by a subconsultant will be deemed a violation by the Consultant and will subject the Consultant sanctions and penalties allowed under this Agreement, federal and local law.
4. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17, and 12.18 are available by contacting King County Business Development and Contract Compliance at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance
Bank of America Tower, MS BOA-EX-2000
701 5th AVE STE 2000
Seattle, WA 98104
Phone: (206) 205-0700, TTY Relay 711

G. Summary of Required Civil Rights Submittals

1. Each firm submitting a proposal shall complete the following forms which shall be provided by the County. Failure to submit the completed forms may result in a determination by the County that the proposer is not responsible. Each of the following is herein incorporated by reference.
 - a. Declaration Regarding Disadvantaged Business Enterprise Solicitation and Utilization and Attachment A for each proposed DBE subconsultant.
 - b. Affidavit and Certificate of Compliance with King County Code 12.16: The selected Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
 - c. Proposer's List. The Proposer shall list all subconsultant firms from whom the Proposer has received proposals or quotes to subcontract work for this contract.
 - d. Letters of Intent: The Proposer shall submit a Letter of Intent for each named DBE subconsultant signed by the Proposer and counter-signed by the appropriate DBE. Such letters of intent shall set forth the scope and the dollar value of the work to be performed by each DBE.

2. The following shall be submitted after the proposer receives written notice of selection:
 - a. Personnel Inventory Report;
 - b. Statement of Compliance with King County Code 12.16: The selected Consultant shall obtain this statement from any labor union or employee referral agency, which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees;
 - c. ADA/504 Disability Assurance of Compliance: The selected Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office. The Consultant shall complete a 504/ADA Disability Assurance of Compliance. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA; and
3. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of this Agreement. Any violation of the applicable requirements of this Agreement by a subconsultant will be deemed a violation by the selected Consultant and will subject the selected Consultant to sanctions and penalties allowed under this Agreement, federal and local law.
4. The County will not execute any Agreement without prior receipt of fully executed forms required by the Civil Rights Required Submittals listed in this section.
5. After proposals are submitted, the County may, at its discretion, request additional information pertaining to the portion of work to be performed by DBEs under this Agreement.
6. Copies of Chapters 12.16, 12.17, and 12.18 are available from the Minority and Women's Business Enterprise and Contract Compliance Division, phone (206) 684-1330.

H. Sanctions for Violations

1. Any violation of the mandatory requirements of the provisions of this Civil Rights Section shall be a material breach of contract for which the selected Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

V. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s); shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date; and shall provide that King County receives notice at least thirty (30) calendar days prior to

the effective date of any policy limit or cancellation of required coverages. The Consultant shall notify the County at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. During the entire Contract period the Consultant shall maintain insurance coverage at least as broad as the limits and coverage outlined in this Agreement. The Consultant shall, upon demand of King County, make available to King County at Consultant's local office in King County all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Consultant's work hereunder. Suspension or termination of this Agreement shall not relieve the Consultant from its insurance obligation hereunder.

- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions, when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If in order to meet the insurance requirements the Consultant must rely on insurance provided by one or more subconsultants, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include County and Consultant as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The County will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.
- F. Provided the affected insurance policies permit the following waiver without voiding coverage, Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.
- G. The Consultant shall maintain limits no less than the following:
 - 1. **General Liability. \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.
 - 2. **Professional Liability Errors and Omissions. \$1,000,000** per claim and in the aggregate.
 - 3. **Automobile Liability. \$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance

Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage.

4. **Workers’ Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers’ Compensation coverage required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or “other States” State Law.
 5. **Employer’s Liability or “Stop Gap”.** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.
- H. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant’s liability to the County and shall be the sole responsibility of the Consultant.
- I. The insurance policies required shall contain, or be endorsed to contain, the following provisions:
1. **Liability Policies except Professional Liability & Errors and Omissions and Workers Compensation:**
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
 - b. To the extent of the Consultant’s negligence, the Consultant’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant’s insurance or benefit the Consultant in any way.
 - c. The Consultant’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
 - d. The Consultant’s Protection and Indemnity (to include Jones Act) policy shall waive rights of subrogation against the County.
- J. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best’s rating of no less than A:VIII, or, if not rated with Best’s, with minimum surpluses the equivalent of Best’s surplus size VIII.
- K. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best’s rating of B+:VII. Any exception must be approved in writing by the County.
- L. If at any time any of the foregoing policies fails to meet the minimum standards above, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

VI. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Proposers. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate the relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to select the most qualified Proposer and begin negotiations.
- B. The County may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have a maximum of 50 points. The number of Proposers to participate in interviews, if any, will be determined by the County based on the recommendation of the evaluation. The County may choose to use different criteria for the interview, in which case the finalists will be so notified in writing. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. At County's option, interviews may be held if Consultant teams are closely ranked.

VII. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound** Submittal and **five (5) bound copies** of the Submittal. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Submittal Format Requirements. The Submittal shall comply with the following format requirements:
 - 1. The original and copies of the Submittal shall be indexed with tabs for each section.
 - 2. Submittal shall be limited to a maximum of nineteen **(19)** pages, including:
 - a. Index;
 - b. Letter of Interest;
 - c. Statement of Qualification Certification;
 - d. Project Examples;
 - e. the Proposal;
 - f. Attachment 3, Work Plan/LOE & Project Schedule;
 - g. All charts, tables, graphics, attachments, and pictures.
 - 3. The **only** documentation not included in the page count is as follows: (a) Resumes, (b) Attachment 5 Forms, and (c) sample documents required for Evaluation Criterion E, Communication.
 - 4. Submittals that exceed the page limit shall be rejected. However, in limited circumstances the County may waive minor informalities or irregularities provided that the County determines there is no competitive advantage gained as a result of such action. If rejecting proposals that exceed the page count results in only two (2)

conforming proposals, the County at its sole discretion will remove pages to bring the non-conforming proposals within the page count limit.

5. Resumes shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Submittal and shall not be reviewed or considered during the evaluation.
 6. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.
 7. Tabs that are used to subdivide and organize the Submittal shall not be considered a page provided the tab has no substantive text or diagrams in the body of the page and text is limited to the tab portion.
 8. Submittal shall be prepared on 8 1/2" by 11" paper except Attachment 3-Work Plan/LOE, which may be on 11" x 17" paper.
- C. The Submittal shall consist of the following parts:
1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - a. RFP Title and Number;
 - b. Proposer's name, mailing address, contact person, telephone and fax numbers; and
 - c. Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers.
 2. **Statement of Qualifications Certification.** An authorized representative of the Proposer shall sign the Certification found in Attachment 2. Special Note: The County has different certifications depending on the requirements of the procurement. Please be certain to use the Certification attached to this RFP.
 3. **Attachment 5 Non-Discrimination and Other Forms.** If there are forms identified in Attachment 5, complete and return those forms with the Submittal.
 4. **Proposal.** The Proposal shall address the evaluation criteria and submittal information identified in Section VIII. Evaluation Criteria and Submittal Information. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Proposer.

VIII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION

A. Specialized Experience and Technical Competence – 25 Points

1. The County will evaluate the experience, technical competence and qualifications of the project team, including: the overall organization of the project team, the project specific roles and responsibilities of assigned personnel, and the capacity and depth of the team as proposed to respond to the work of this contract. For the purposes of this contract, personnel shall include principals, project managers and other staff expected to perform essential work, including those in affiliation. Preference will be given to teams lead by an architectural or engineering firm, and to teams with experience in development and application of brand identities for transit agencies. Proposed teams shall include personnel in all disciplines necessary to complete the scope of work in Attachment 1 to this RFP, including Task 600. Emphasis will be

placed on experience and expertise in performing work of a similar scope and complexity, including:

- a. Development and application of brand identities across multiple project elements and media, for both public and private projects.
- b. Development of standards, guidelines, and technical documentation that guide the application of brand identities to specific project elements.
- c. Alternatives analysis, schematic design, and schematic cost estimation for transportation projects.
- d. Transportation planning and design, including design of transit facilities.
- e. Stakeholder involvement.
- f. Efficiency of design and fabrication of project elements resulting in cost effective production and maintenance.
- g. Design development, final design, preparation of construction documents, related environmental, right of way and permitting services, and construction management for civil projects.

2. Submittal Information:

- a. Resumes. Provide resumes for all personnel that will be assigned to be key contacts on this project, in alphabetical order by the last name. Resumes shall at a minimum include the following information:
 - (1) Name of person and title;
 - (2) Firm name and number of years employed by firm;
 - (3) Number of years of experience in profession;
 - (4) Education (college degree and year);
 - (5) Professional registrations and licenses (type/state/year);
 - (6) Description of relevant projects, including role of the personnel to the projects; and
 - (7) Name of the project(s) and completion date, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the roles, responsibilities, and experience provided by the proposed personnel on the identified projects. The proposer is responsible for ensuring the accuracy of the contact information provided.
- b. Narrative. Describe the proposed team's experience in the areas listed in item 1a-g, above.

B. Project Approach – 20 Points

1. The County will evaluate the proposed team's approach to the work required for this contract through the proposer's response to the representative work situations described below.
2. Submittal Information:

In no more than five pages for the following three items combined, provide a narrative of your team's approach to:

- a. Developing a strong and unique brand identity for a new product line in a way that supports and strengthens a company's existing (and well-established) brand identity. How would your team apply that concept to varied project elements, including marketing materials and specific physical elements, such as a transit shelter, transit vehicle or building?
- b. Developing a generic conceptual design that could be implemented in a wide variety of physical environments with different site constraints, while promoting efficiency in fabrication, cost-effective production and maintenance.
- c. Facilitating the review of a preferred design alternative among stakeholder groups while minimizing the potential for a total redesign.

C. Work Plan/Level of Effort (LOE) & Project Schedule – 15 points

1. The County will evaluate the proposed Work Plan/Level of Effort (LOE) and Project Schedule to determine the Proposer's understanding of the scope of work, allocation of skilled personnel to specified tasks, and overall project approach.
 - a. The Work Plan/LOE is an opportunity for the Proposer to demonstrate their understanding of scope and to propose ideas for the Project. Be certain to identify any proposed changes to the scope by adding or subtracting tasks.
2. Submittal Information
 - a. Work Plan/LOE. Based on the Scope of work established in the RFP, submit a Work Plan/LOE by discipline for each task identified on Attachment 3.
 - (1) The Work Plan/LOE shall be in the same format as the Work Plan/LOE shown in Attachment 3. Proposers must use the electronic version of the Work Plan/LOE to generate the hardcopy. The electronic file link is located on the County's website immediately below the RFP document file link. If you are not able to download the electronic version please contact Gib Myers, Contract Specialist at (206) 684-2024, TTY Relay: 711. NOTE: Use only the Input Worksheet in the Work Plan/LOE. Other worksheets in the electronic Work Plan/LOE workbook provided with this RFP, including those for ODCs and wage escalation, are not required for the purposes of this RFP and have been hidden. Do not attempt to unhide and use them at this time. These worksheets will be used during the negotiation phase.
 - (2) Add or subtract tasks or subtasks to/from the Work Plan/LOE in accordance with your understanding of the scope of work for this project, and as necessary to demonstrate your ideas for an approach to the project you believe would be helpful to it. Use the separate narrative requested below to explain your additions or subtractions, if any. Do not add narrative to the Work Plan/LOE spreadsheet.
 - (3) Discuss in a separate narrative any elements of the Work Plan/LOE and Project Schedule that may require clarification or emphasis, including any proposed changes to the scope.
 - (4) Be certain to identify the names of the personnel associated with each discipline.
 - b. Project Schedule. Submit a proposed Project Schedule at the task level consistent with the RFP Scope of Work and the Proposer's Work Plan/LOE.

- (1) The proposed Project Schedule should identify task durations, predecessors, constraints, linkages, deliverables, County review, review by others, milestones, completion dates, and other critical dates.
- (2) The Project Schedule shall be on a one (1) page table on 8.5" x 11" paper. An example Project Schedule can be found in Attachment 3 of this RFP.

D. Past Record of Performance – 25 Points

1. The County will evaluate the proposer's past performance on similar projects. Emphasis will be placed on:
 - a. Innovative project approaches;
 - b. Efficiency of design, use of materials, and/or fabrication of graphic and/or physical components that result in cost effective production and maintenance;
 - c. Design solutions that creatively integrate standard components;
 - d. Overall quality of work products;
 - e. Ability to meet budgets and schedules;
 - f. Role and performance of personnel that are being proposed for this contract's project team;
 - g. The organization and management of multiple consultant team members on a single project.
2. Submittal Information:

Submit a maximum of five project examples, limiting submittals to two pages for each example. The County will evaluate the project examples submitted to determine the proposed team's performance on projects requiring the specialized experience and technical expertise described in Evaluation Criterion A, with emphasis on items 1a-g above. Projects that were completed or permitted in the last five years are preferred.

For each project example, provide the following:

 - a. Project Description:
 - (1) Identify the name and location of the project, and list the types of expertise required in the project.
 - (2) Specify the proposer's role as: Prime Consultant, Subconsultant, or Other; list the key personnel associated with the project, identify their responsibility in the project, and indicate with an asterisk (*) the personnel who would be assigned to the project team for this contract.
 - (3) Provide the owner's name and telephone number, and the name and telephone number of the owner's project manager or other person who can verify the project characteristics of the submitted project example. The proposer is responsible for ensuring the accuracy of the contact information provided.
 - (4) Identify the initial contract price, the final (inclusive of all contract modifications) contract price, the initial date scheduled for 100% design completion, and the actual 100% design completion.
 - b. Project Narrative. In a narrative accompanying each project example, specifically highlight as much as possible the team's application of innovative

project approaches; efficiency of design, use of materials and/or fabrication of graphic or physical components that result in cost effective production and maintenance; and creative integration of standard components. Also address the team's ability to produce quality work products, control costs and meet schedules; the role and performance of key personnel assigned to this contract; and the ability to manage multiple consultant team members on a single project.

- c. Project Graphics. Provide graphic images with your project examples that illustrate and support innovative project approaches; efficiency of design, use of materials, and/or fabrication of graphic and/or physical components that result in cost effective production and maintenance; and design solutions that creatively integrate standard components.

E. Communication – 15 Points

1. The County will evaluate the team's ability to communicate to a wide variety of audiences both general information and technical analyses and documentation. Audiences could include KC Metro staff, permitting agency and design review personnel, political boards and decision-making bodies, and external stakeholders such as transit users, property owners, or neighborhood groups.
2. Submittal Information:
For each of the following, provide a sample document no greater than three pages in length that demonstrates the team's ability to provide:
 - a. Technical analyses and documentation to a group of internal staff members.
 - b. Effective written and visual communication for use in presentations to a variety of audiences, including external stakeholders.

F. Interviews – 50 Points possible

1. The County may or may not conduct interviews. If the County determines that interviews are necessary, the County will conduct interviews with the short listed Proposers (finalists).
2. Proposers will be notified in writing of the request and provided the date, place, and time of the interview. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. The County may choose to use different criteria for the interview, in which case the Finalists will be so notified in writing.
3. Failure to participate in the interview process shall result in a Proposer's disqualification from further consideration.

* * * * *

ATTACHMENT 1 - SCOPE OF WORK

**ARCHITECTURAL AND ENGINEERING SERVICES
FOR KC METRO *RAPIDRIDE*
BRANDING AND FACILITIES DESIGN**

**E00059E07
SCOPE OF SERVICES**

A. INTRODUCTION

The Scope of Services described below is for an initial phase of brand identity development associated with the King County (KC) Metro's *RapidRide* bus rapid transit (BRT) project; brand application to transit vehicle design, signage, and passenger facilities; and architectural schematic design services and cost estimation for the passenger facilities. Later phases of the work included under this contract could include, but are not limited to, final design, specifications, construction assistance, right of way acquisition and environmental and permitting activities.

The consultant will be required to provide professional services using technical staff from its own firm and/or technical specialists from sub-consultants, as required, in completing the work under this contract. The special areas of expertise which may be required include, but are not limited to, the following major components: brand development, land use, urban planning, civil, architectural, structural, electrical, landscape, cost estimation, and stakeholder involvement.

KC Metro will provide the consultant all available information produced as part of the planning effort for this project. The administration and coordination of the work performed by the consultant selected for this contract will be the responsibility of the Design and Construction Section of the Transit Division in the King County Department of Transportation (KCDOT).

B. INFORMATION PROVIDED BY KC METRO

At a minimum, the following information will be provided by KC Metro to the consultant for use in executing the work under this contract.

- *RapidRide* service design vision and goals statement.
- Proposed alignments of the *RapidRide* and core transit network that will be developed under Transit Now.
- A list of existing bus stops along each *RapidRide* corridor that describes the stop location, number of average daily boardings and alightings at each stop, and classification of each stop as either a substantial station, high ridership stop or low ridership stop.
- Seattle Department of Transportation's report on BRT alignment alternatives and other technical analyses that have been completed.
- Draft passenger amenity design principles and amenity requirements for the *RapidRide* stops.
- KC Metro Transit Graphic Standards and Guidelines and KC Metro Transit Signage Standards.
- *RapidRide* brand positioning statement, listing key brand attributes and direction regarding corridor differentiation.

- Subjective and objective design criteria for exterior and interior vehicle design.
- Exterior bus schematics.
- Other information that may be pertinent to the design of the *RapidRide* passenger facilities, including: KC Metro Transit Design & Construction Standards for CAD & Specifications and other Reference Files; KC Metro Standard Construction General Terms and Conditions; and KC Metro Transportation Facilities Design Guidelines.

C. PROJECT SCHEDULE

- A. In order to allow the various work groups necessary time to work through their decision-making processes and meet overall project delivery deadlines, the consultant shall complete the initial scope of services for Phase I of this project no later than December 1, 2007. Services for the final design effort (Task 600) will be negotiated separately if the consultant successfully completes the initial phase, and if such services are desired by KC Metro. The County reserves the right to negotiate an amendment or amendments with the selected consultant to perform final design and construction period services, or to procure the services of another consultant to perform any work to be added by contract amendment subsequent to this first phase.

D. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant will provide the necessary labor, material and equipment required to meet the objectives of each individual task.

For site plans and architectural/engineering plans, the consultant shall use AUTOCAD 2005 or a later version. Other CAD software that can be translated to AUOCAD format will NOT be acceptable. If the drawings must be placed on more than one CD, the Consultant shall use WINZIP to compress/transfer files. A drawing file list shall be provided as well as a drawing file matrix indicating all x-reference files and paths.

For other graphic deliverables, a wide variety of software may be used in developing the products as identified as part of this scope, including Adobe or Corel Draw.

Text documents, cost estimates, and presentations shall be prepared with Microsoft Office Suite 2003 or a later version.

The Consultant shall convert all work-in-process files to PDF format for electronic transfer. Final deliverables shall be in both hard copy and electronic format. All final electronic files shall be copied onto CDs and transmitted to KC Metro.

It is preferred that a file transfer protocol (FTP) internet site be used for the transfer of electronic files. Alternatively, drawing files may be transmitted via email to an approved Internet email address. Files that are emailed shall be individually compressed before shipping. Email attachments shall not exceed 1.5 Mb in size.

The following is a description of the specific tasks and subtasks to be performed, and deliverables to be provided by the consultant for this project. Deliverables are identified for each task, listed in ***bold italics***.

TASK 100 – PROJECT MANAGEMENT

1. Preparation of a project management plan to include a **detailed project schedule** using Microsoft Project, identification of the **project team and organization structure, scope of services, and invoicing procedures.**
2. Administration of work, and preparation of **monthly status reports.** Monthly reports shall accompany monthly invoices and shall briefly describe the previous month's activities and the planned activities for the next month, identify issues and/or concerns that may affect the project scope, schedule and/or budget, and compare work accomplished to the planned schedule. Invoices shall compare actual task expenditures to approved task budgets and shall include documentation supporting amounts invoiced.
3. Continuous monitoring of in house and sub-consultant work for the adherence to scope, schedule, budget, and quality of design, drawings, specifications and cost estimates.
4. Ensuring the availability of staff for adherence to the project schedule and quick response to issues.
5. Coordination and supervision of all sub-consultants to ensure proper integration of the work.
6. Maintenance of project files which include engineering computations, assumptions, meeting notes, working drawings, phone logs, emails, and memos.
7. Conducting a project kickoff meeting that will include appropriate KC Metro staff and members of the consultant team to confirm schedule requirements, review the concepts developed during the planning phase of the project, review and identify KC Metro design criteria, and identify other design or regulatory constraints which may be present. The consultant will be responsible for preparing a **meeting agenda and meeting summary.**
8. If needed, in addition to the meetings identified in the tasks below, conduct bi-weekly progress meetings with KC Metro staff and appropriate members of the consultant team to discuss progress of the design and resolve project issues. **Meeting agendas and summaries** will be prepared by the consultant.
9. Attending up to three meetings with KC Metro advisory or decision making bodies and other regulatory agencies or utilities, as necessary.

TASK 200 – BRANDING INTEGRATION AND PASSENGER FACILITIES CONCEPTS

Data collection:

In reviewing, refining and developing the branding integration and passenger facilities concepts, data collection and review in the following areas may be required:

- review information completed to date as part of the planning effort;
- review industry BRT station design efforts;
- assess local jurisdiction requirements;

- incorporate ADA requirements;
- obtain KC Metro reference information and materials such as specifications, design details, and design criteria;
- coordinate with KC Metro staff or other consultants on technical details of aspects of the proposed service, such as the vehicle manufacturer, other marketing consultants, or the real time signage integrator;
- conduct site visits to document site conditions for design reference; and
- collect any other information or documents pertinent to the project.

Branding Identity and Brand Prototype Application:

Using existing draft design principles, facility amenities functional requirements, and branding objectives for the *RapidRide* service from KC Metro, the consultant shall facilitate and lead up to three meetings with internal KC Metro staff to finalize these documents, and to brainstorm, develop, and refine ideas to develop and illustrate the application of a cohesive *RapidRide* branding scheme.

The consultant shall produce up to three concepts that identify and incorporate a unifying theme or image (i.e. “brand”) that relates to the *RapidRide* service overall, and indicates how that brand is incorporated in the architectural and design elements. Following presentation of the concept alternatives, up to two rounds of review will be completed with KC Metro staff and/or other project stakeholders to select a preferred branding and facility design treatment.

The following elements shall be developed:

- a. Vehicles:
 - Exterior coach paint scheme
 - Interior coach color/materials scheme
- b. *RapidRide* Bus Platforms:
 - Substantial stations
 - High ridership stops
 - Low ridership stops
- c. Passenger Amenities:
 - Shelters, canopies, and associated street furniture
 - Signage
 - Kiosk/Delineator for substantial stations and high ridership stops
 - Real-time signage for substantial stations
 - Printed schedule/timetable information signage for all stops
 - Bus route signs for low ridership stops
 - Lighting, ground plane treatment, integration of landscaping, and artwork as appropriate
- d. Corridor Identity Differentiation:
 - Elements of vehicles, platforms, and passenger amenities that might be differentiated slightly per corridor for visual identity (color, accessories, public art, etc.), but which use a common and easily/efficiently interchangeable “kit of parts”.

Deliverables:

RapidRide Brand Identity: A minimum of three design concepts for the *RapidRide* brand identity, including:

- a. Color palette, with primary and secondary colors.
- b. Type application of RapidRide name.
- c. Size and placement in relation to the KC Metro logo.
- d. Supplemental graphic or visual identity, if applicable. This graphic may accompany the RapidRide name, or be used separately from the name to symbolize RapidRide service.

NOTE: RapidRide type and graphic treatment must follow established King County graphic guidelines.

Branding Integration Concept Option Renderings: A minimum of three visionary *RapidRide* brand application renderings showing the full complement of brand elements working cohesively, including the vehicle design, passenger facilities at all types of stops (substantial stations, high ridership and low ridership stops), signage (real time, kiosk, basic), and other passenger amenities.

Preferred Branding Integration Rendering: The consultant shall prepare one final revised vehicle design and passenger facilities concept and branding integration rendering. This rendering shall be sufficiently detailed to visually identify all elements and components of the preferred concept.

TASK 300 – CAPITAL PLAN DEVELOPMENT

The consultant will develop more thoroughly the preferred concept for the passenger amenities identified in Task 200. The consultant shall conduct an analysis of how the preferred concept integrates and is related to the existing constraints inherent in each corridor. During this effort the level of passenger facility investment for each type of stop will be weighed against the budget constraints of the capital program. KC Metro is projecting a capital investment in passenger facilities of about \$4 million for the first of five *RapidRide* corridors. Planned investments in the 4 future corridors should be of similar quality and investment level but are dependent on future grant funding. The consultant shall recommend ways of scaling the capital program in the remaining corridors in the event that these corridors receive a smaller investment.

At a minimum this effort will:

- Finalize the passenger facilities functional requirements.
- Identify the appropriate mix of passenger amenities to provide for each stop class: substantial stations, high ridership and low ridership stops.
- Analyze alternative site configurations for each stop class that take into account: pedestrian access to and through the site, placement of passenger amenities within the site envelope, relationship to adjacent land uses at substantial station, high and low riderhip stop locations.
- Identify preliminary material selection for passenger facility components: shelters (roof, enclosure, infill panels), signage, site amenities (benches, lights, etc.), ground plane treatment, appropriateness of landscaping, and opportunities for art integration.
- Collect additional field data as needed to analyze alternative site configurations, including identification of jurisdictional permitting requirements, analysis of available space at substantial station and high ridership stops, and identification of right-of-way boundaries.
- Identify opportunities for corridor differentiation, if appropriate.

Deliverables:

Charrettes/meetings: The consultant shall facilitate and lead up to three meetings with internal Metro staff to discuss the results of the alternatives/constraints analysis.

Preferred schematic design layout: Preparation of a preferred schematic design for the passenger facilities for substantial stations, high ridership and low ridership stops, including the appropriate branding elements. These shall indicate the placement and proximity of key elements and platform amenities for each type of bus stop. Materials provided may include conceptual plans, elevations, and section drawings that include all vertical circulation paths, and depict all major architectural elements such as canopies or shelters, railings, signage, and other site furnishings, and other conceptual renderings, including perspective drawings or architectural models as deemed appropriate. If necessary, written documentation or a handbook of information to support the schematic renderings will be provided. All materials should be suitable for use in public meetings to review site elements with project stakeholders.

Capital Plan Development Recommendation: Written plan of the recommended investment levels of passenger facilities for each of the five *RapidRide* corridors. This development recommendation could be useful in guiding additional investments (further enhancement upgrades, and/or expanded amenities) as additional money may become available or as a result of significant increases in transit ridership.

Schematic Level Cost Estimate: Preparation of a cost estimate for the preferred design schematic in as much detail as appropriate. The cost estimate shall include: a summary level breakdown by category consistent with CSI format; a detailed breakdown of line item costs within each category; risk of variability of each line item (low, medium, high); and a range of variability of costs for those items deemed medium or high risk.

TASK 400 – RAPIDRIDE DESIGN STANDARDS AND GUIDELINES MANUAL

A comprehensive ***RapidRide Design Standards and Guidelines*** manual will be prepared to include: design standards, guidelines for use, and layout templates. These materials will be developed based on approval of the graphic and brand family concepts completed in Task 200. *The consultant should anticipate two rounds of revisions for these materials.*

Deliverables:

- a. Design Standards
 - Color palette
 - Type font for *RapidRide* name
 - Associated graphic image
- b. Application Examples
 - Vehicle exterior and interior design
 - Signage (kiosk/delineator, real-time information sign, changeable information signs, bus stop signs)
 - Customer information (how the *RapidRide* brand is designated on maps, website, trip planner, bus destination signs, brochures, schedules, and timetables)

- Design treatment for stand-alone brochures, collateral materials
- Operator uniforms and accessories (e.g. hats, pins, etc.)

c. Layout Templates

- *RapidRide* brand name font treatment, scalable
- *RapidRide* graphic image, scalable
- *RapidRide* signage family
- Exterior vehicle design scheme and graphic elements
- Interior vehicle color/materials specifications for seating, flooring, and laminate surfaces.

TASK 500 – ASSISTANCE IN STAKEHOLDER MEETINGS

The consultant may be requested to attend a variety of stakeholder meetings as identified by KC Metro staff. Stakeholders may include permitting agency and design review personnel, decision-making bodies, transit users, property owners, or neighborhood groups. This effort may include some or all of the following: developing agendas, attending, presenting, facilitating and documenting results of the meetings. At this time it is anticipated there could be one meeting in each of the five corridors (each of which may involve attendance by multiple jurisdictions and other stakeholders), at which the preferred alternative is presented and discussed.

Deliverables:

Meeting agendas and/or meeting summaries.

Color or black/white copies for handouts of previously prepared materials.

TASK 600 – PRELIMINARY AND FINAL DESIGN, PERMITTING, CONSTRUCTION PERIOD SERVICES

This task will only be completed if directed by KC Metro at the time of successful completion of Tasks 100-500. Work for this task will be negotiated at a later date and if a formal notice to proceed is given by KC Metro.

Based on the work developed in Phase 1, the consultant will provide design and technical services associated with the further development and approval of overall schematic design and architectural elements, and the subsequent preparation of Plans, Specifications and Estimates, for some or all *RapidRide* substantial stations, high ridership and low ridership stops along one or all five corridors.

The initial objective of this work is participating in further development and confirmation of the schematic concept into a preliminary design. This preliminary design will establish the basis for preparation of final design and construction documents. Final design could include technical services requiring architectural and civil engineering, mechanical, electrical, structural and geotechnical expertise; and related services including right of way acquisition, environmental and permitting services, and construction period services. This phase may include architectural and/or civil plans for shelter and/or platform site plans, elevations, sections, and all plans, elevations, sections and details of any or all amenities identified in the Phase 1 scope.

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

The Proposer certifies that it has proposed DBE participation in the amount of _____% of the estimated dollar value of the level of effort for this Project.

Proposer _____

Signature _____

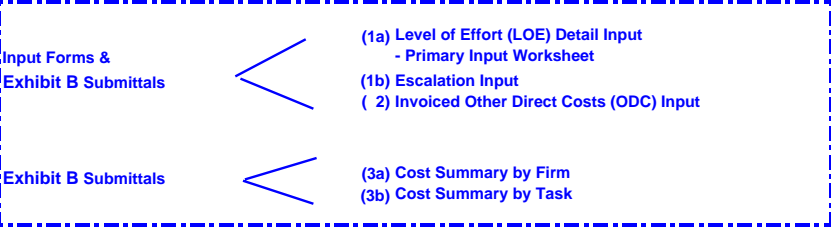
Title _____

Date _____

ATTACHMENT 3 - WORKPLAN / LOE & PROJECT SCHEDULE

A&E and PROFESSIONAL SERVICES LEVEL OF EFFORT SUBMITTALS & REVIEWS

MAY CONTAIN UP TO SEVEN (7) WORKSHEETS:



Optional Worksheet

(4) Lump Sum ODC Calculation

Used after contract signing for cost management.

(5) Escalation Pool Management

To use Workbook, enable macros using Tools/Macros/Security/Medium.
The macros (to add, delete, hide, etc.) are in the KC Menu in left corner of each spreadsheet.

Keep this Workbook intact.
Copying a single worksheet to a different workbook will eliminate the embedded references and formulas.

Do not use the words "total" or "subtotal" in any entry.

Colored cells are for input of data.

These cells are not to be used.

White cells contain formulas to total data; do not enter data into the white cells.

Only enter information related to this RFP, contract or amendment.

If you have questions or comments about this Workbook,
call the Procurement & Contracts Services Section (PCSS) at 206-684-2024.

CONTRACTING PROCESS

The Excel LOE Review Workbook is used from the Request for Proposals (RFP) process through the contracting and amendment negotiation processes.

During the RFP process:
The Level of Effort (LOE) Detail Input Worksheet is included in the RFP document; however, for A&E contracts, cost information can not be requested until a Notice of Selection is issued. In all RFPs for Architectural & Engineering (A&E) services, the cells pertaining to cost should be "hidden". For professional services contracts only, cost information may be requested as a part of the RFP process.

The Consultant provides the labor data on the Exhibit B - LOE Detail Input worksheet provided in the RFP packet.

- At initiation of negotiations:
- (1) The Consultant provides cost information, specific to the work being negotiated using the following worksheets in this Workbook:
 - (a) the LOE Detail - Primary Input Worksheet;
 - (b) the ODC Detail Worksheet; and,
 - (c) the Cost Summary by Firm worksheet.If the contract's duration is greater than 12 months, the Consultant also provides data on the Multi-year Labor Escalation Worksheet.
 - (2) The Project Representative (PR):
 - (a) begins negotiating SOW, LOE (budget) & schedule with the Consultant; and,
 - (d) sends the following information to the Contract Specialist:
 - an electronic copy of the Excel LOE Review Workbooks;
 - an electronic copy of the Scope of Work (SOW) document
 - a copy of the schedule.If the total price of the contract is over \$2 million, the PR also sends the information to the Department of Finance Project Control Officer (PCO).
 - (c) If this is a contract amendment, it is recommended that the PR complete the Project's Financial Overview Worksheet and send it to the PCO.
 - (3) The PCO:
 - (a) reviews, analyzes, comments & makes recommendations re SOW, LOE (budget) & schedule.
 - (b) returns the LOE Review Workbooks to the PR.

- During the iterative negotiation process:
- (4) The PR negotiates with the Consultant & works with the Contract Specialist and/or PCO, on the SOW, schedule and LOE (budget).
 - (5) Any issues with the SOW or LOE (budget) should be resolved between the PR & the Contract Specialist and/or PCO.
 - (6) The PR sends to the Contract Specialist and the PCO an electronic copy of the final:
 - (a) Exhibit A (the SOW),
 - (b) Exhibit B (the Cost Summary & Worksheets)
 - (c) Exhibit C (the schedule), and
 - (d) the Contract Authorization Memo; and/or
 - (e) the Amendment Justification Form.

EXHIBIT B - Level of Effort (LOE) Detail

INPUT WORKSHEET - not a summary

Project Title:

Architectural and Engineering Services for KC Metro RapidRide Branding and Facilities Design

Contract #:

E00059E07

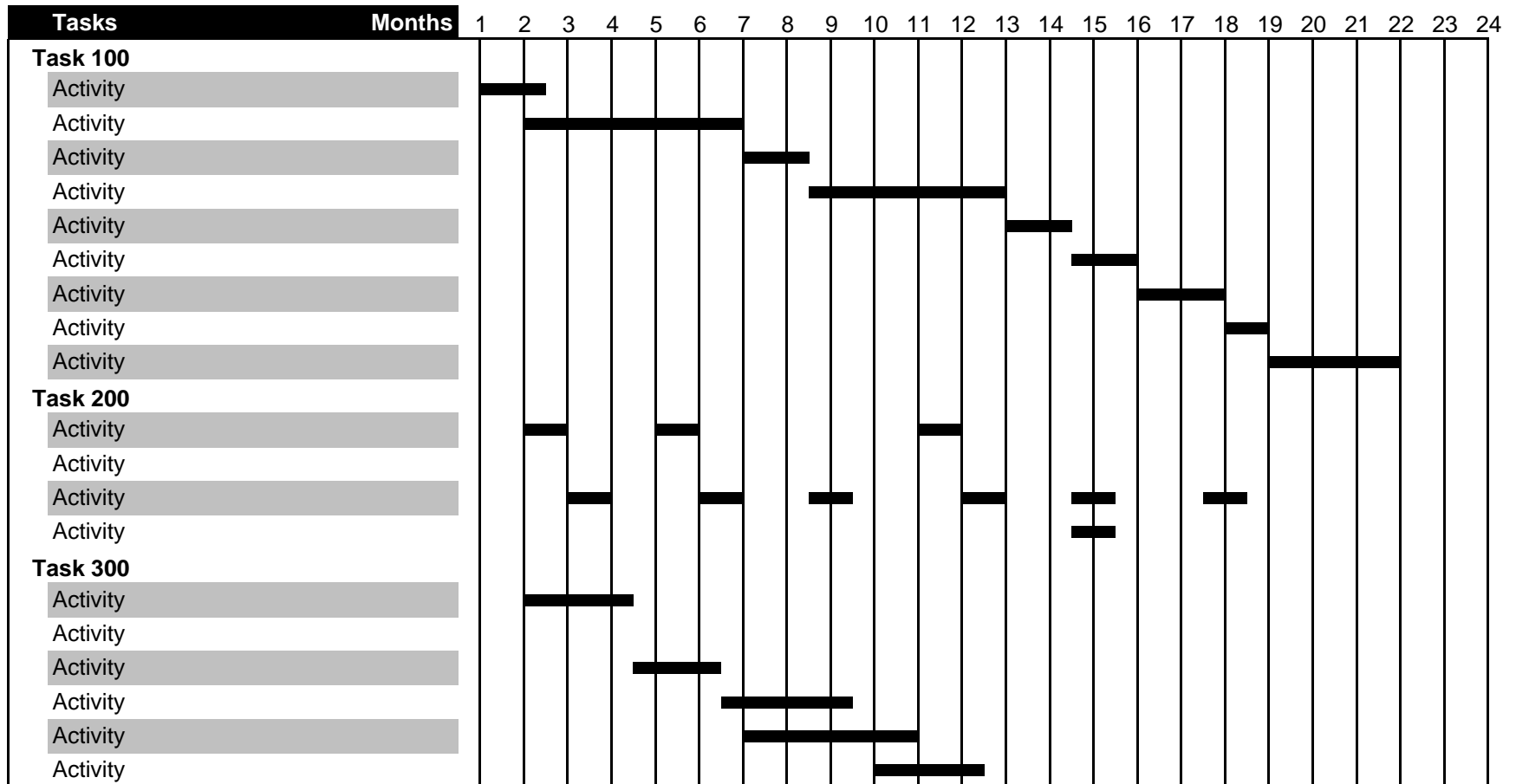
Amendment #:

Please see notes on the Instructions page!

Indicate, at the end of the firm's name - on row 5, if the firm is a (M)inority Business Enterprise, (W)omens Business Enterprise, (S)mall Economically Disadvantaged Business Enterprise, or a (D)isadvantaged Business Enterprise

PHASES / TASKS / SUBTASKS			FIRMS & STAFF		PRIME'S Name								SUB #1's Name								SUB #2's Name								SUB #3's Name							
Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	% of Total Labor Hours	Total Hours All Firms	Prime's Total Labor Hours	Name (professional staff only)	Name	Name	Name	Name	Name	Name	SUB #1's Total Labor Hours	Name (professional staff only)	Name	Name	Name	Name	Name	SUB #2's Total Labor Hours	Name (professional staff only)	Name	Name	Name	Name	Name	Name	SUB #3's Total Labor Hours	Name (professional staff only)	Name	Name	Name	Name	Name	Name	
Phase Task # Task																																				
I	100.00	Project Management	0%	0	0								0							0							0									
Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Phase Task # Task																																				
I	200.00	Branding Integration and Passenger Facilities Concepts	0%	0	0								0							0							0									
Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Phase Task # Task																																				
I	300.00	Capital Plan Development	0%	0	0								0							0							0									
Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Phase Task # Task																																				
I	400.00	RapidRide Design Standards Manual	0%	0	0								0							0							0									
Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Phase Task # Task																																				
I	500.00	Stakeholder Meetings	0%	0	0								0							0							0									
Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Reflects total hours. Does not reflect the Total Price.																																				

Example Project Schedule



ATTACHMENT 4 - NOT USED

ATTACHMENT 5 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS

The following listed documents must be completed and submitted by all Proposers with their proposals:

1. Affidavit and Certificate of Compliance with KCC 12.16
 - completed by **Prime Only**; notarization required
2. Proposer Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions (FTA)
 - completed by **Prime Only**
3. Lower Tier Participant Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions (Consultant)
 - completed by **all Subconsultants**
4. Certification for Contracts, Grants, Loans, and Cooperative Agreements (FTA)
 - completed by **Prime and all Subconsultants**
5. Disclosure of Lobbying Activities
 - Standard Form – LLL; completed by **Prime and all Subconsultants with lobbying activities to disclose**
6. Consultant's Compliance Statement (Executive Order No. 11246)
 - completed by **Prime only**
7. Declaration Regarding Disadvantaged Business Enterprise Solicitation and Utilization Commitment including Attachment A To Declaration Regarding DBE Solicitation & Utilization Commitment Disadvantaged Business Enterprises (DBE) Consultant Utilization Analysis
 - completed by **Prime only**; A Proposer who fails to submit this form is nonresponsive, which will result in the proposal being rejected
8. Proposer's List. The Proposer shall list all subconsultant firms with whom the Proposer has communicated regarding performance of work for this contract.
9. Letters of Intent: The Proposer shall submit a Letter of Intent for each named DBE subconsultant signed by the Proposer and countersigned by the appropriate DBE. Such Letters of Intent shall set forth the scope and the dollar value of the work to be performed by each DBE.

Additional non-discrimination and disclosure forms will need to be provided by the selected Consultant prior to Contract execution. Please contact the Contract Specialist for this RFP if you have any questions about Contract execution forms.

Current versions of all forms (except for form numbers 8 and 9, which are included in this RFP) are available for review and download at:

<http://www.metrokc.gov/procurement/forms/consultants.aspx>

Name of Firm Submitting Proposal _____

PROPOSER'S LIST

The Proposer shall submit the name, address, DBE status, age, and annual gross receipts of all firms proposing to subcontract on DOT-assisted projects. The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

All firms proposing on subcontracts for this DOT-assisted project are listed below.

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*

***GRS** – Annual Gross Receipts

Enter 1 *for less than* \$1,000,000

Enter 2 *for* \$1,000,001 *to* \$5,000,000

Enter 3 *for* \$5,000,001 *to* \$10,000,000

Enter 4 *for* \$10,000,001 *to* \$15,000,000

Enter 5 *for more than* \$15,000,001

Proposer

By

Title

Date

**NOTE: This Bid Form must be completed in its entirety and submitted to bid the work.
Use additional copies of this form if necessary.**

(Submit this page completed for each DBE subcontractor)

Description of work to be performed by DBE firm:

--

Proposer Commitment

Authorized Signature _____

Authorized Signature

Use additional copies of this form if necessary.