



## **REQUEST FOR QUALIFICATIONS**

### **AUDIT OF TRAFFIC CONCURRENCY MODELS**

#### **INTRODUCTION**

The City of Sammamish (City) is soliciting statements of qualifications (SOQs) from qualified consultants to perform an independent review and audit of its traffic concurrency models.

**Statements of Qualifications are due by Tuesday, November 26, 2019 at 2:00pm PT.**

#### **PRELIMINARY SCOPE OF SERVICES**

The City is seeking a consultant to conduct an independent review and audit of its traffic concurrency models, which include VISUM, Synchro, and SIDRA.

The selected consultant will be responsible for reviewing the inputs and assumptions that go into the models to ensure accuracy and compliance with best practices and industry standards. The following inputs and assumptions will be reviewed:

- Land use (ensuring current land use is accurately reflected in the models)
- Generation and distribution of trips
- Road network configuration (for years 2016 and 2025)
- 2016 baseline traffic count data
- Validation and calibration procedures
- Accuracy of models compared to industry standards and compared to accuracy of neighboring cities' traffic models
- Compare assumptions made of models since they were last calibrated
- Verify model inputs since 2016 (e.g. completed and pipeline development projects, review of preexisting applications, completed City projects)
- Summarize changes to relevant City standards and codes since 2016 that affected the creation and implementation of the City's concurrency policies

Note: The current traffic model is calibrated based on 2016 conditions. The "pipeline model" is based on 2020-2025 conditions, which corresponds to the City's most recent six-year Transportation Improvement Plan (TIP).

This Preliminary Scope of Services will be refined during contract negotiations with the selected Consultant. The final scope will include all services necessary to conduct the audit, produce a written report, and present it to the City Council. The Consultant may be asked to follow up on additional items over the course of this project.

## PROPOSED TIMELINE

Proposed Schedule of Events	Date
RFQ Released	Nov. 4, 2019
Questions Due	Nov. 17, 2019
Responses to Questions Provided	Nov. 20, 2019
<b>Statement of Qualifications (SOQ) Due</b>	<b>Nov. 26, 2019 at 2:00PM PT</b>
Contract Award & Anticipated project Start*	As soon as possible

\*The City may interview the top scoring firms.

## MINIMUM QUALIFICATIONS

Minimum qualifications are required for a Consultant to be eligible to submit a response to this RFQ solicitation. Responses must clearly show compliance with these minimum qualifications. Those that are not responsive will be rejected by the City without further consideration.

- Consultant must have demonstrated expertise with at least five years of hands on experience in developing, calibrating, updating and running VISUM (AM and PM peak hours), Synchro and SIDRA models for cities comparable to Sammamish.
- The Consultant's Project Manager must have demonstrated experience working with a public agency of similar size to the City within the last five years providing satisfactory project management services similar to those expected by the City for this project.

## RFQ SUBMITTAL REQUIREMENTS

Please limit your SOQ to 16 pages (8 double-sided sheets of paper). The cover letter, resumes, and proof of the firm's legal name will not count toward the page limit.

### A. Cover Letter

The cover letter must identify the following:

- Name, title, mailing address, email address, and phone number for the contact person;
- Name of the proposed project manager; and
- Signature of a duly authorized officer, employee, or agent of the consulting firm.

### B. Firm's Qualifications and Experience

Please provide a summary of the firm's experience relative to the Scope of Services. Such experience does not need to involve an audit project specifically but should show experience in the creation and maintenance of traffic models. Include three similar municipal projects on which the team has had a major role. For each project, please include:

- Brief project description, including the team's responsibility on the project;
- Location of the project;
- Estimated and final costs;
- Start and completion dates; and
- Client name and phone number.

### **C. Team Structure, Key Personnel Qualifications and Experience**

Describe the team structure, expertise and experience of the proposed key project personnel which qualify them to perform the Scope of Services for this project. Please provide:

- Qualifications of the team’s project manager and his/her experience in managing projects that are similar to this Scope of Services;
- The team’s availability for this project;
- List the lead project personnel with titles who will be primarily responsible for and involved with the main work activities, including sub-consultant project managers; and
- Identify the responsibilities and activities of each lead person outlining specific project capabilities, with emphasis on those team members who will be doing direct project work.

### **D. Past Performance/References**

Provide three recent references who can verify your firm’s performance with regard to a similar projects, such as projects involving the creation and maintenance of traffic models for cities of a similar size to Sammamish. In listing the references, include the name of the client, mailing address, telephone number, email address, and a brief description of work your firm completed. The references must be able to provide feedback concerning the performance of the proposed Project Manager. The City reserves the right to contact references other than those submitted by the respondent.

### **E. Legal Name**

Include in the submittal the firm’s legal name (does not count toward page limit). Submit a certificate, copy of web-page or other documentation from the Secretary of State (or Washington State Department of Revenue/Licensing if you are a sole proprietor) in which you incorporated that shows your legal name as a company. This can be verified through the State Corporation Commission in the state in which you were established, which is often located within that Secretary of State’s Office. For the State of Washington, see: <http://www.secstate.wa.gov/corps/> .

## **EVALUATION CRITERIA**

Submittals will be evaluated and ranked based on the criteria listed below. The top-ranked Consultants may be invited for an interview.

- Qualifications and availability of the Project Manager and key personnel on similar projects.
- Technical expertise and experience.
- Past performances/references.

## **SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

Proposals may be emailed to [rrudometkin@sammamish.us](mailto:rrudometkin@sammamish.us), OR a USB drive containing your proposal may be:

1. Mailed in an envelope marked “RFQ Submittal – Traffic Model Audit” to the City of Sammamish at *801 228th Avenue SE, Sammamish, WA 98075*; or
2. Hand-delivered in person to the main desk of City Hall (address above).

Proposals received by the City after the due date, regardless of fault, will not be considered. You may wish to call to confirm that your SOQ has been received by the City if submitting via email.

All costs for developing the RFQ response submittals are borne by the Consultant and are not chargeable to the City. All proposals and accompanying documentation will become the property of the City and will not be returned. Submitted proposals may be withdrawn at any time prior to the published due date, provided notification is provided in writing to the City's Contact listed in this RFQ. Proposals cannot be withdrawn after the published due date.

The City reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City, and the respondents to this formal request have no appeal rights or procedures guaranteed to them. The City reserves the right to amend the terms of this Request for Qualifications (RFQ) or to withdraw it at any time.

## **QUESTIONS/INQUIRIES**

Please direct any questions concerning this RFQ to the City's contact listed below. Unauthorized contact regarding this RFQ with other City employees may result in disqualification of a submittal. Any oral communications will be considered unofficial and non-binding on the City.

**Contact: Rick Rudometkin, City Manager**

Email Address: [rrudometkin@sammamish.us](mailto:rrudometkin@sammamish.us)

Phone: 425-295-0550

Address: 801 228<sup>th</sup> Avenue SE, Sammamish, WA 98075

The most current information regarding this RFQ, including responses to questions, can be found under Current News on the City's website at <https://www.sammamish.us/news-events/current-news/>.

## **AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION**

This material can be made available in an alternate format by calling 425-295-0500.

## **TITLE VI STATEMENT**

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

## **ATTACHMENTS**

Attachment A: Sample contract

## Attachment A: Sample Contract

AGREEMENT FOR SERVICES		
	Yes	No
Insurance Required	<input type="checkbox"/>	<input type="checkbox"/>
		If Yes – See Paragraph 6

**This Agreement** is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: \_\_\_\_\_ hereinafter referred to as the "Consultant."

Project Description:

Commencing: (date)

Terminating: (date)

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

2. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
  
3. **Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
  - a) This Agreement and all exhibits attached thereto;
  - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
  - c) The submitted project quote, bid or proposal
  - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
  - e) W-9 Request for Taxpayer Identification #
  - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

4. **Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<b><u>The City shall pay the Consultant:</u></b>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A"	<input type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$	
Other (ex. Hourly):	\$	

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto:ap@sammamish.us) for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and

in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

#### **4. Termination**

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

#### **5. Indemnification/Hold Harmless.**

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **6. Insurance.** (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

6.1 **No Limitation.** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

**6.2 Minimum Scope of Insurance.** Consultant required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

**6.3 Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**6.4 Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**6.5 Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

**6.6 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**6.7 Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

**6.8 Notice of Cancellation.** The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**6.9 Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**7. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents,

employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

**8. Non-Discrimination.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**9. Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**10. Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

**11. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

**12. Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**13. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**14. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**15. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination unless such disclosure is required by law or court order.

**16. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

**17. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**18. Record Keeping and Reporting.**

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data (if applicable) will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

[18.2](#) The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall

permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

18.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**19. Ownership of Documents** On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

**20. Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500  
Project Manager:

Email:

Notices to the Consultant shall be sent to the following address:

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**21. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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

By signing below, you agree to all the terms and conditions herein.

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONSULTANT:**

By:	Date:
Print Name:	Title:

**CONTRACT ADMINISTRATOR:**

By:	Date:
Print Name: Marlene Dunham	Signature

**APPROVED TO AS FORM: (IF NEEDED)**

By:	Date:
Print Name:	City Attorney