



REQUEST FOR PROPOSALS

FOR

**PROFESSIONAL ENGINEERING SERVICES
HIGHWAY SAFETY IMPROVEMENT PROGRAM
(HSIP) CYCLE 9 FEDERAL PROJECT: HSIPL-5447(048)
“TRAFFIC SIGNAL IMPROVEMENTS”
(CITY PROJECT WORK ORDER NUMBER: 12203)**

March 2, 2020

IMPORTANT: This is a federal aid funded project subject to oversight and audit by the State of California Department of Transportation (Caltrans). Consultant must submit all required information in a timely manner in order to be considered responsive to this RFP. Please closely review and ensure proposal adheres to the Local Assistance Procedures Manual - Chapter 10 forms located as follows:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

Five (5) hardcopy sets and one (1) electronic PDF copy of proposals must be received at the address below no later than 3:00 p.m. PST, April 2, 2020. Late proposals will not be considered.

ATTN: Olesya Tribukait, P.E.
Senior Civil Engineer
City of West Sacramento
Capital Projects & Transportation Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, California 95691

**REQUEST FOR PROPOSALS
FOR**

**HIGHWAY SAFETY IMPROVEMENT PROGRAM
(HSIP) CYCLE 9 FEDERAL PROJECT: HSIPL-5447(048)
“TRAFFIC SIGNAL IMPROVEMENTS”
(CITY PROJECT WORK ORDER NUMBER: 12203)**

**TO WORK WITH THE CITY OF WEST SACRAMENTO, YOLO COUNTY,
CALIFORNIA**

INTRODUCTION

The purpose of this Request for Proposals (RFP) is to identify and retain a firm for professional services to implement the Highway Safety Improvement Program (HSIP) Cycle 9 Federal Project, “Traffic Signal Improvements”: HSIPL-5447(048).

NOTICE IS HEREBY GIVEN:

That the City of West Sacramento, Capital Projects and Transportation Department, will receive proposals from firms for the HSIP Cycle 9 Federal Project as outlined in this RFP by the date and at the address listed below:

PROPOSALS DUE:

3:00 p.m., Pacific Time, on April 2, 2020

Attn: Olesya Tribukait, Senior Civil Engineer
City of West Sacramento
Capital Projects and Transportation Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

A copy of the RFP is posted on:

<https://www.cityofwestsacramento.org/business/invitation-to-bid/request-for-proposals>

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I. INTRODUCTION

The City of West Sacramento (City) is seeking professional services to implement the Highway Safety Improvement Program (HSIP) Cycle 9 Federal Project: HSIPL-5447(048) “Traffic Signal

Improvements”. While the City has an engineering division to perform design of Capital Improvement Projects (CIPs), it periodically needs assistance with the design and deliverables for said projects.

Scope of services will include completion of surveying, exploratory testing, environmental documents and technical studies necessary to obtain NEPA and CEQA environmental approvals, Plans, Specifications and Estimates (PS&E), right-of-way services, permitting approvals and construction support. Qualified consultant firms or teams familiar with Caltrans project development requirements and a history of success in delivering HSIP grant-funded projects are encouraged to submit proposals. It is imperative that all activities associated with this project conform to the Caltrans Local Assistance Procedures Manual (LAPM) and all applicable federal regulations and policies.

Project improvements contemplated in the scope include signal hardware upgrades (backplates, signal cabinets, 12” LED tunnel visors, mounting brackets, signal phase selectors, EVP detectors, LED vehicle signal heads and countdown pedestrian signal heads, APS central control units, etc.) and installation of flashing beacons.

II. BACKGROUND

These projects were identified through extensive review of both the Statewide Integrated Traffic Records System (SWITRS) data and the City's crash database. Crashes were studied in accordance with the procedures in the Local Roadway Safety Manual (LRSM) and included those which had happened within 250' of each intersection. These crashes occurred between September 1, 2012 and August 31, 2017. In examining the crash data, a general trend of crashes was observed at signalized intersections Citywide making up more than half of all collisions that occurred within the City during the study time frame. The highest collision locations were ranked by their collision frequency and severity and then the top 20 locations were reviewed in greater detail for potential improvements which would address collision trends. Locations that had received grant funding through other sources to address safety concerns were excluded from further analysis.

Six locations with similar characteristics were selected for the HSIP Cycle 9 application:

1. Jefferson Boulevard and Sacramento Avenue
2. Jefferson Boulevard and Michigan Boulevard
3. Harbor Boulevard and Evergreen Avenue
4. Harbor Boulevard and Reed Avenue
5. Harbor Boulevard and Riverpoint Court
6. Harbor Boulevard and Duluth Street

The goal of this project is to upgrade signal equipment and address the trend of rear-end collisions related to unsafe speeds approaching these intersections.

In a review of Citywide crash trends, nearly half of all collisions in the City were either rear-end or broadside collisions. The top collision factors given for these collisions were unsafe speed, right of way and traffic signals or signs.

These six intersections will benefit from improving signal hardware and installing flashing beacons as advance warning in order to reduce conflicts and increase driver awareness. All these signalized locations showed a trend for rear-end and broadside collisions with approximately 40% being attributed to speeding or to the signal equipment currently in place. The proposed hardware improvements will improve visibility for drivers and enhance safety for pedestrian crossings.

Additionally, the advance warning beacons will provide for better awareness of drivers approaching these intersections at high speeds. The LRSM for California's Local Road Owners gives an expected crash reduction for these proposed countermeasures of 15% and 30% respectively.

The City was awarded HSIP funding in the amount of \$63,000 for the Preliminary Engineering phase of the Project. Estimated cost to construct the proposed improvements is \$630,400.

III. SCOPE OF SERVICES

The Consultant is expected to furnish all services as required to complete the scope of services described below for the Project. Services include, but are not limited to: surveying, exploratory testing, preparation of environmental documents and technical studies necessary to obtain NEPA and CEQA environmental approvals, preparation of Plans, Specifications and Estimates (PS&E), right-of-way services, permitting approvals and construction support.

The goal is to complete environmental documentation, right-of-way and PS&E in Fall/Winter of 2020 and build the Project in Spring/Summer of 2021.

The selected consultant will be expected to manage and control costs and resources, and complete work in adherence to the agreed upon Project schedule and will assign a Project Manager who will act as the City's primary contact and will be entirely responsible for project management activities throughout the life of the Project (including subconsultant work, if applicable). The following is a suggested breakdown of Project tasks and should be incorporated into the fee schedule under the appropriate activities.

TASK 1. PROJECT MANAGEMENT & COORDINATION

Task 1.1 – Meetings and Consultation

Consultant responsibilities will include:

1. A kick-off meeting with the City and the Consultant to review and refine the work program and schedule, identify critical milestones and determine appropriate paths of communication will be held prior to beginning work.
2. Consultant will produce a baseline schedule of work and conduct periodic meetings with the City to discuss progress.
3. Setup and facilitation of Project Development Team (PDT) meetings, interagency meetings, field reviews, stakeholder meetings and other Project related meetings.
4. The City Project Manager must be kept aware of all Project coordination with outside agencies, prior to any meeting with an outside agency or organization.
5. Consultant will prepare agendas, minutes and sign-in sheets for all meetings.
6. Consultant will provide continuing consultation and advice, through oral and written communications on all matters relating to Project.
7. Consultant is expected to attend two (2) public meetings. These meetings may include City Council meetings and other meetings held by City committees as well as separate meetings for local neighborhoods, businesses and interested community groups. Outreach meetings may be held to address public concerns and ideas for the design and implementation of the Project and may be held on the weekend. **Consultant may recommend adjustments to the number of outreach meetings and/or the outreach approach in the proposal.**

Task 1.2 – Reporting and Invoicing

1. Consultant will develop, implement and adhere to a comprehensive schedule of performance to accomplish the scope of services.

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2. Consultant will adhere to the Project budget. In collaboration with the consultant team, the City desires to establish a budget that is realistic for successful Project delivery. The City's expectation is that the consultant will be resourceful in managing the Project in order to avoid or minimize scope changes.
3. Consultant will prepare written Progress Reports and Project schedules to accompany each monthly invoice to allow City staff to determine if Consultant is performing to expectations, is on schedule and is within funding cost limitations. The status report must outline all activities for which expenses are submitted by the consultant or subconsultants. All activities must be itemized by task/subtask and be consistent with the agreed upon scope of services. Progress Reports must include the following:
 - Status of work completed to date
 - Expense allocation by task/subtask
 - Work anticipated to be completed in the next reporting period
 - Problems/Obstacles identified during the reporting period
 - Estimated percentage of plan completion at 35%, 65%, 95% and 100%
4. Consultant will submit invoices monthly on the 15th of each month and should include expenses for the preceding month with the billing period beginning and ending in the same calendar month. (i.e. – The invoice for period January 1 – January 31 would be due on February 15th). Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day. Invoices received on-time will be payable by the City to the Consultant 30 days from the invoice date.

Incomplete or inaccurate invoices will be returned to the Consultant unapproved for correction. Invoices will include:

 - Names of the Consultant personnel performing work.
 - Dates and times of Project work.
 - Itemized costs by task, including identification of each employee or subcontractor staff that provided services during the period of the invoice, number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies and subcontractor invoices.
5. The consultant will prepare separate invoices for Federal and locally funded portion of the Project.
6. The consultant will prepare a report(s) to document all key findings and decisions made including a Project budget detail and key approvals.

TASK 2. ENVIRONMENTAL DOCUMENTATION

As a federally funded project, the Project requires environmental clearance pursuant to both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The City is the lead agency with regard to CEQA and the Federal Highway Administration (FHWA) has delegated its authority for NEPA to Caltrans. The selected firm will be required to provide professional services necessary to obtain CEQA and NEPA approvals. Given the scope of the project, it is anticipated that the Project will require an Initial Study leading to a Categorical Exemption in accordance with CEQA regulations and a Categorical Exclusion in accordance with NEPA regulations. The Consultant will be responsible for production of all technical studies

necessary for approval of NEPA and CEQA. The proposed scope of work should identify a proposed NEPA and CEQA work plan including major milestones and schedule.

TASK 3. REPORTS, PERMITTING AND RIGHT OF WAY ACTIVITIES

Consultant will identify all agencies with permitting authority over any aspects of the Project and assist City with communication and coordination efforts with such agencies throughout all phases of the work. Local federally funded projects involving the acquisition of R/W should be discussed with the District R/W Local Programs Coordinator as early as possible in the Project development.

Consultant will identify all permitting requirements and, in conjunction with City staff, establish an implementation plan and timeline to meet all requirements. As necessary, the incorporation of all permitting requirements in preliminary engineering, environmental mitigation and final engineering and PS&E will be completed during the appropriate phase(s) of work.

Consultant will prepare or assist the City in preparing and completing request for authorization (RFA) for ROW and construction, permit applications, resolving utility conflicts and securing R/W Certification. All permit application fees will be paid for by the City. The Consultant, in close coordination with the City Project Manager, will serve as the liaison between the City and the permitting agency.

There is no right-of-way acquisition anticipated for this project. The Consultant is required to perform basic right-of-way research to ensure the needed rights-of-way are identified and provide Right-of-Way Certification for Caltrans project clearance for authorization to proceed with construction. The project plans shall show existing property lines with all right-of-way and easement areas.

TASK 4. SURVEYING

Consultant will provide all topographic surveys necessary for the Project design. Consultant will perform utility research to identify existing utility locations based on record drawings and should provide services as necessary to establish ground control and obtain detailed photogrammetric mapping for the entire Project area (at a scale of 1"=20' or 1"=40'), including specific design surveys for roadway connections, drainage features, and conforms to match existing improvements on public and private properties that may be affected by the construction of the Project.

Consultant will verify the location of all underground/overhead utilities and determine utility coordination and relocation requirements consistent with the State of California Policy on "High and Low Risk Underground Facilities within Highway Rights of Way". Utility data compiled will be reviewed with the utility company and updated to reflect current conditions. Consultant will recommend exploratory potholing or onsite locator services as appropriate. City does not have available staff for potholing; therefore, Consultant is expected to include recommended exploratory testing in cost proposal.

Consultant will perform field surveys, research and define existing right-of-way, necessary easement areas, benchmarks and ground control. At a minimum, the work will include:

- All existing interfacing roadway, drainage facilities, right-of-way, railroad and control systems, etc.
- All existing nearby structures, fences, driveways, poles, roadway signs, streetlights, traffic signals, trees and vegetation, etc.
- All existing utility facilities; including high pressure gas, petroleum, electrical, communication, fiber, sewer, storm drain and water systems, etc.
- Adjacent property information such as assessor's parcel number and street address will be shown.

Use the following datums:

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North American Datum (NAD) 1983 for horizontal control and National Geodetic Vertical Datum (NGVD) 1929 for vertical control.

City of West Sacramento Geodetic Control Network: GPS Static Survey Recorded in Book 13 at Pages 61-69; Yolo County Records. Supplemental Record of Surveys and maps closer to the project site should be tied to the GPS static survey.

TASK 5. PLANS, SPECIFICATIONS AND ESTIMATES

Task 5.1 – Consultant will provide professional services for the preparation of plans, specifications and estimates in accordance with City of West Sacramento and Caltrans standard specifications, as applicable. Deliverables may include but are not limited to the following:

- Workshop Exhibits
- Plans including Profiles and Cross Sections
- Survey Control
- Grading Plans
- Traffic Signal Plans
- Traffic Signing and Delineation Plans
- Demolition Plans
- Details of Accessibility Improvements
- Electrical plans
- Specifications
- Engineer’s Estimates
- Coordinated Signal Timing Plans
- Utility Plans
- Construction Sequencing
- Traffic Control Plans

The Contract shall include the furnishing of all labor, materials, tools, supplies, services, and equipment to perform the tasks identified in Section 3, “**Scope of Services**” above.

OPTIONAL TASK(S)

Consultant is encouraged to recommend additional or modified tasks deemed vital to the Project’s success and the City may also include additional related tasks at its discretion. The final scope of services will be negotiated with the selected Consultant prior to contract award.

- Additional related tasks as directed by the City.

IV. PROPOSAL REQUIREMENTS

The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm’s capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the City’s instructions, requirements of this RFP, and completeness and clarity of content.

Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all the City’s information requirements.

Responding firms must respond to every subsection under the proposal and fee schedule sections below. Responding firms must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP. **Failure to follow the specified format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the proposal. Proposals must not contain extraneous information.** All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals shall be limited to a total of thirty (30) pages and should not include unnecessary company advertisement material.

Submitted proposal should address the following information in the order listed:

1. Introductory Letter
2. Office Location
3. Qualifications and Experience of Firm(s) and Key Team Members (experience with comparable projects and similar work)
4. Project Understanding, Approach and Schedule (demonstrate technical ability, cost efficiency and schedule control)
5. Familiarity with local, State and Federal Procedures
6. References
7. Conflict of Interest Statement
8. Contract Information and Exceptions
9. Insurance Requirements
10. Supportive Information
11. Cost Proposal and Fee Schedule (Submit Exhibit 10-H1 in a sealed envelope at the time when the proposals are due)

If a proposal fails to detail and address each of the requirements detailed herein, the City may determine the proposal to be nonresponsive and reject it.

RECOMMENDED DETAIL

1. Introductory Letter

This letter should be on company letterhead and addressed to the City project manager with a statement of the consultant's basic understanding of the City's needs. The names, the business address, and telephone numbers of your firm's officers, directors and associates along with the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals as they relate to this Project. Include the name, office address, email address and telephone number of your firm's primary point of contact.

The letter shall state whether the responding firm intends to use subconsultants. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the scope and portions of the work the subconsultants shall perform.

The letter shall state that the proposal remains valid for at least ninety (90) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the City.

The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

2. Office Location

Indicate the location of the office from which the contract will be managed and/or the majority of the key personnel assigned to the contract will be located. Locations of sub-consultant's offices should be identified as well.

3. Qualifications and Experience of Firm and Key Team Members

Proposals shall provide the following information to evidence the responding firm's experience in delivering services similar to those required by this RFP:

1. A brief description of the responding firm's background and organizational history.
2. Years in business.
3. A brief statement of how long the responding firm has been performing the services required by this RFP.
4. A description of the responding firm's number of employees, longevity, client base.
5. Whether there have been any mergers, acquisitions, or sales of the responding firm's company within the last three (3) years (if so, an explanation providing relevant details).
6. Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).
7. A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.
8. A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.
9. A list, if any, of all current contractual relationships with the City and all those completed within the previous five-(5) year period. (NOTE: Current or prior contracts with the City are NOT a prerequisite to being awarded the maximum available points for the responding firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding firm Qualifications and Experience category points.)
10. Consultant will identify the project manager, other key individuals and their responsibilities, and provide resumes of these individuals. Include the expected amount of involvement for each consultant team member. Include a listing of current work commitments to other projects or activities in sufficient detail to show that the organization and all of the individuals assigned to the contract will be available to complete the Project.

11. Describe the Consultant firm’s available resources and capability for actually undertaking and performing the work. Any changes in key personnel after the award of the contract must be approved by the City before the change is made.
12. Resumes of key personnel to be assigned to the Project should also be included with information on specific projects the individual has been involved with, demonstrating experience relevant to the Project.
13. Describe in detail a maximum of five (5) similar projects completed in the last five (5) years. Limit: One page per project.

4. Project Understanding, Approach and Schedule

Describe your firm’s understanding of the Project and provide a clear statement of the general approach to be undertaken on the Project, including the level of effort required for the work proposed. Use tables to quantify percentage of commitment, subconsultants, equipment, and materials.

Consultant will prepare a detailed Scope of Services for the Project, detailing each of the items listed above. **Consultant is encouraged to include additional scope of service tasks to successfully complete the Project.** The Scope of Services should describe each step in the overall review, analysis and completion of the work. The City is interested in different cost-effective approaches to completing the Project items. The final Scope of Services will be subject to negotiation. The Consultant will be responsible for providing all services and work to complete the Project, including gathering and analyzing all historical information, record data and exploratory testing and other requirements.

Consultant should provide a schedule **based on the Notice to Proceed (NTP) date**, including deliverables for performing the tasks identified in the scope of services.

5. Familiarity with local, State and Federal Procedures

Consultant shall be familiar with all the Local, State and Federal laws and procedures pertaining to this Contract and follow the governing codes and applicable regulations.

6. References

All key individuals listed in the organization chart should have professional references listed. References provided should be agency project managers on similar projects, or other responsible individuals who have recent, direct working experience with the proposed key individuals. References will be contacted as part of the selection process. References should include the contact name, title, company/organization, address, e-mail and phone number.

Provide a minimum of 5 references for each key individual assigned to the Project.

7. Conflict of Interest Statement

The prospective consultant shall disclose whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The City reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the award. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the City.

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in

exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.

8. Contract Information and Exceptions

The City intends to enter into a **not-to-exceed contract** with the selected firm.

The following forms referenced below are herein part of this RFQ:

1. Exhibit 10-A A&E Consultant Financial Document Review Requirements
2. Exhibit 10-G Individual A&E Task Order DBE Tracking Sheet
3. Exhibit 10-H1 Cost Proposal (Actual cost-plus-fixed fee contract)
4. Exhibit 10-H2 Cost Proposal (Actual cost-plus-fixed fee contract)
5. Exhibit 10-I Notice to Proposers DBE Information
6. Exhibit 10-K - Consultant Certification of Contract Costs /Financial Management System
7. Exhibit 10-O1 Consultant Proposal DBE Commitment
8. Exhibit 10-O2 Consultant Contract DBE Commitment
9. Exhibit 10-Q Disclosure of Lobbying Activities
10. Exhibit 15-H DBE Information – Good Faith Effort

Federal regulations (49 CFR, Part 26) require a local agency to comply with the DBE program, and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to LAPM Chapter 9: Civil Rights and Disadvantaged Business Enterprises for DBE requirements for A&E Consultant Contracts.

The Disadvantage Business Enterprise (DBE) goal is (TBD%).

City of West Sacramento would like to emphasize the importance of the DBE Program that requires certain information and forms to be submitted regarding all DBEs participation and utilization. As applicable, the submittal of all DBE Program forms with the proposal is essential to the overall success of the projects; is required by the Federal laws providing funding and can be a condition of award.

The consultant must meet the DBE goal by using DBEs as sub-consultants or document a good faith effort to meet the goal. If a DBE sub-consultant is unable to perform, with the City's approval, the consultant must make a good faith effort to replace him/her with another DBE sub-consultant if the goal is not otherwise met. In calculating specific contract goals, the City will utilize the California Unified Certification Program, found on the Caltrans (District 3) Local Assistance Civil Rights Website. Work Codes will be used as the primary search criteria for determining the goal. If you have not met the DBE goal, complete and submit the Good Faith Efforts documentation form, (Exhibit 15-H), with the bid showing that you made adequate good faith efforts to meet the goal. Good faith efforts directed towards obtaining participation by ALL certified DBEs will be required. (See Appendix A to Part 26 – Guidance Concerning Good Faith Efforts). Failure to submit the required documentation within the time frame described above will render your proposal non-responsive. The City shall not be responsible for Good Faith Efforts documentation delivered to a person or location other than specified herein. If your DBE Commitment form 10-O1 shows that you have met the DBE goal, you should also be prepared to submit good faith efforts documentation within the specified time to protect your eligibility for award of contract/agreement in the event the Department finds that the DBE goal has not been met. A copy of a DBE's quote will serve as a written confirmation that the DBE is participating in the contract.

Consultant should address the acceptability of the terms and conditions for the Standard City of West Sacramento Contract for Services Agreement in **Appendix A**. Any proposed deviations and modifications to the agreement should be noted, with reasons given. Proposed contract changes will require City Attorney approval.

9. Insurance Requirements

The prospective consultant will provide a summary of the firm's current insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. City required endorsements and minimum coverage limits must be provided at time of contract execution (see **Appendix A, Article XVIII**).

10. Supportive Information

Supportive information may include conceptual sketches, charts, schedules, budgets, photos, etc. Use of this section is left to the Consultant's discretion.

11. Cost Proposal and Fee schedule (Submit Exhibit 10-H1 in a sealed envelope at the time when the proposals are due)

The City is interested in innovative cost-effective approaches to completing the Project and the final Scope of Services will be subject to negotiation. The proposal should include a detailed scope of services and all costs for which the Consultant expects to be compensated for, including all materials furnished and services provided. **The City intends to issue a not to exceed contract (based on the actual cost-plus-fixed fee estimate) and the quoted price will constitute full and complete compensation for the services and materials provided as outlined above.** Consultant staff fee schedule should clearly indicate effective dates, applicable escalation clauses, and miscellaneous billable costs, in addition to hourly rates.

The cost proposal (five copies) will be submitted at the time when the proposals are due. Format of the cost proposal shall conform to requirements of the federal grant programs funding this Project. The cost proposal will NOT be reviewed during the evaluation process. The cost proposal will only be opened and used in negotiating a contract with the top ranked consultant. After contract negotiations and award of contract, all unopened cost proposals will be returned to the consultants.

V. SELECTION PROCESS AND SCHEDULE

After receipt of all proposals, the City will conduct an evaluation of the written proposals and rank them accordingly. The City might decide to interview the top ranked consultants. The selection committee will evaluate and rank the firms. The City will then negotiate a contract which is reasonable and mutually agreeable to the City and the top ranked firm. If there are unresolved issues and negotiations are unsuccessful with the top ranked firm, negotiations with that firm will be formally terminated, and the City may attempt to negotiate an agreement with the next highest ranked firm.

Tentative Schedule

RFP Issued	March 2, 2020
Deadline for Questions in Writing	March 24, 2020
Pre-Proposal Meeting	March 26, 2020
Response to Questions	March 30, 2020
Deadline for RFP Submittal	No Later than 3:00 p.m. April 2, 2020
Shortlist Notifications	Week of April 6, 2020

Consultant Interview (Optional) & Selection	Week of April 13, 2020
Contract Negotiations	Week of April 20, 2020
City Council Award	May 6, 2020
Notice to Proceed	May 7, 2020

VI. SELECTION CRITERIA

The City of West Sacramento will select a Consultant for this Project based on qualifications consistent with the Brooks Act.

Selection will be based upon the factors listed in the “Proposal and Interview Evaluation Sheet”, attached in Appendix C.

The evaluation process is designed to award the procurement to the responding firm with the best combination of attributes based upon the evaluation criteria.

The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals. All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

The evaluation team shall evaluate responsive proposals. Each evaluator shall review and score each proposal. The evaluation scoring will use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposal.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.

Upon completion of proposal evaluation scoring by the evaluation team, the RFP Coordinator shall calculate the average proposal score for each proposal.

The top-rated firms with the highest scores from the proposal evaluation scoring may be interviewed. The City reserves the right, at its sole discretion, to request interviews. If interviews are deemed necessary, they will occur on the week of April 13, 2020. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by City staff. Consideration will be given to firms with significant driving time requirements. The interviews will be held at the City of West Sacramento.

The interview should be led by the individual identified by the responding firm who will be the primary contact with the City on a day-to-day basis and if possible, key members of the proposed team.

VII. INQUIRIES AND PRE-PROPOSAL MEETING

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). **Comments must be made in writing and e-mailed no later than 5:00 pm March 24, 2020** to Olesya Tribukait at olesyat@cityofwestsacramento.org.

This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made. Objections shall be considered waived and invalid if not brought to the attention of the City, in writing, by the Deadline for Written Comments.

A pre-proposal meeting will be held at **10:00 a.m. Tuesday, March 26, 2020** in the West Sacramento Civic Center Council Chambers at 1110 West Capitol Avenue, West Sacramento, CA, 95691. Though not mandatory, attendance at this meeting is highly recommended. The City will provide a brief project overview and address questions at the pre-proposal meeting. Follow up information and responses will be posted at the same web link as this RFP by 5:00 pm March 30, 2020.

VIII. SUBMITTAL DEADLINE

The City must receive five (5) hardcopy sets of bound in an 8 ½” by 11” format and one (1) electronic PDF copy on a USB Flash Drive of proposals from interested firms no later than **3:00 p.m. local time Thursday, April 2, 2020**. Submitted as follows:

ATTN: Olesya Tribukait, Senior Civil Engineer
City of West Sacramento
Capital Projects and Transportation Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

Proposals shall be submitted no later than the deadline specified above. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm’s failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by the City. Late proposals shall not be accepted, nor shall additional time be granted to any responding firm.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

IX. PROPOSAL PREPARATION, INTERVIEW AND NEGOTIATION COSTS

The City shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

X. PROPOSAL WITHDRAWAL

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

XI. PROPOSAL AMENDMENT

The City shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

XII. PROPOSAL ERRORS

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

XIII. INCORRECT PROPOSAL INFORMATION

If the City determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the City's sole discretion.

XIV. ASSIGNMENT AND SUBCONTRACTING

The selected firm(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City. Each subcontractor / subconsultant must be approved in writing by the City in its sole discretion. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of the City and with prior written approval from the City.

Notwithstanding the use of approved subcontractor / subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor / consultant and shall be responsible for all work performed.

XV. PROPOSAL OF ALTERNATE SERVICES

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

XVI. PROPOSAL OF ADDITIONAL SERVICES

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of the City. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and the City and incorporated into the contract before contract signing.

XVII. LICENSURE AND SPECIAL CERTIFICATION

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The City may require any or all responding firms to submit evidence of proper licensure and certifications.

Payment of predetermined federal minimum wages applies to this federal-aid construction contract. Additionally, architectural and engineering (A&E) firms working on public works projects in California are required to pay prevailing wages to certain categories of employees working on specific types of work. The requirements for payment of prevailing wages, and the required prevailing wage amounts to be paid, are established by the California Department of Industrial Relations (DIR).

Consultant shall furnish, upon the City's request, verification of payment to its employees prevailing wages as required by law.

XVIII. RFP AMENDMENT AND CANCELLATION

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. The City shall post copies of the RFP and amendments on the webpage under <https://www.cityofwestsacramento.org/business/invitation-to-bid/request-for-proposals> and it shall be the responsibility of the responding firm to monitor the posting of written responses. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

XIX. RIGHT OF REJECTION

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all the terms of this RFP and all applicable state and local laws and regulations. The City may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP.

Responding firms may not restrict the rights of the City or otherwise qualify their proposals. If a responding firm does so, the City may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the City may hold any responding firm to strict compliance with the RFP.

XX. DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the City Council or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

XXI. PROPRIETARY INFORMATION

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the City. The failure to so label any information that is released by the City shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the City, the City will endeavor to notify the responding firm of the request and delay access to the material until seven (7) working days after the City's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

XXII. SEVERABILITY

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the City and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

XXIII. JOINT VENTURES AND PARTNERING

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the City as a result of the participation of multiple entities.

The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP. The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

XXIV. CONTRACT AWARD PROCESS

The City will evaluate each proposal and might interview the highest ranked consultants. A final ranking of the consultants will be developed. All consultants that submitted proposals will be informed about their final standing.

The City will negotiate the contract with the highest ranked firm. If the firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) working days of its delivery to the firm, the City may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.

If the City determines that the firm is nonresponsive, the City reserves the right to negotiate with the next highest-ranked selected firm.

The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

XXV. CONTRACT APPROVAL

The RFP and the consultant selection process do **not** obligate the City and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or subconsultant. Contract award and City obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected firm(s) and the Mayor (or the City Manager) of the City of West Sacramento as required by City ordinances and regulations to establish a legally binding contract.

XXVI. CONTRACT PAYMENTS

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the City be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by City Council.

XXVII. RFP AND PROPOSAL INCORPORATED INTO FINAL CONTRACT

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

XXVIII. CONTRACT MONITORING

The selected firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the City. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the City may inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the City requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.

XXIX. CONTRACT AMENDMENT

During the course of this contract, the City may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the City shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the City and the selected firm(s), whichever is lowest. If the City and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

APPENDIX A
(For Reference Only)

Appendix A – Sample Contract for Services

APPENDIX B
(For Reference Only)

Appendix B – Caltrans LAPM Exhibits

Exhibit 10-A A&E Consultant Financial Document Review Requirements
Exhibit 10-G Individual A&E Task Order DBE Tracking Sheet
Exhibit 10-H1 Cost Proposal (Actual cost-plus-fixed fee contract)
Exhibit 10-H2 Cost Proposal (Actual cost-plus-fixed fee contract)
Exhibit 10-I Notice to Proposers DBE Information
Exhibit 10-K - Consultant Certification of Contract Costs/Financial Management System
Exhibit 10-O1 Consultant Proposal DBE Commitment
Exhibit 10-O2 Consultant Contract DBE Commitment
Exhibit 10-Q Disclosure of Lobbying Activities
Exhibit 15-H DBE Information – Good Faith Effort

APPENDIX C
(For Reference Only)

Appendix C – Proposal and Interview Evaluation Sheet

APPENDIX D
(For Reference Only)

Appendix D – Project Exhibits

Attachment A- Systematic Safety Analysis Report prepared by DKS
Attachment B- Location Map
Attachment C- HSIP Application
Attachment D- E-76 for Preliminary Engineering
Attachment E- Proposed Improvements