

**BAINBRIDGE ISLAND
METROPOLITAN PARK & RECREATION DISTRICT**
Request for Qualifications
Project Code: 13-2023M
Meigs Platforms

Request for Qualifications (RFQ) Information:

Contact Person: Amy Swenson, Administrative Division Director
Email Address: amy@biparks.org
Qualifications Due: September 22, 2023

Submit Qualifications to:

Physical Address: Attn: Amy Swenson
amy@biparks.org
Bainbridge Island Metropolitan Park & Recreation District
11700 Meadowmeer Circle NE
Bainbridge Island, WA 98110

AGENCY BACKGROUND:

The Park District was established in 1965 and currently has approximately 300 employees. The Park District owns 1,600 acres of park land, 40 miles of trails, a 31,000 square foot Aquatic Center and a recently purchased 53,000 square foot Recreation Center.

- 1.0 NOTICE:** Notice is hereby given that, consistent with RCW 39.80.030, proposals will be received by the Bainbridge Island Metropolitan Park & Recreation District (hereinafter, the "District"), for Architecture and Engineering services by filing with the District at the above location.
- 2.0 PURPOSE:** Bainbridge Island Metropolitan Park & Recreation District is soliciting proposals from a qualified firm (hereinafter, the "Firm") to provide engineered designs for elevated view platforms and bird blinds at Meigs Park. The District requests the Firm provide engineering services, construction documents, and permitting guidance. Design should incorporate accessibility standards and align with Meigs' primary purpose as a passive use park.
- 3.0 BRIEF SCOPE OF SERVICES:** The scope of services will include, but not be limited to, capital cost estimating; site analysis and evaluation; ADA compliant design for the platform and approach structures; preparation of final written reports and updated conceptual design; and 100% final permit ready construction documents.
- 4.0 BUDGET:** The Firm will work with the District to develop a budget.

5.0 **SITE OVERVIEW:**

Address: 11085 State Highway 305 NE and Koura Road, Bainbridge Island,
WA 98110

Site Name: Meigs Park

Meigs Park is located at the southwest corner of Koura Road and State Route 305. The 97-acre park includes a complex wetland system of ponds, bogs, and old-growth spruce. A walking path extends along the upper area of the park, but public access is limited due to the delicate nature of the bog. Future plans call for a boardwalk, bird blind, and an interpretive viewing area to expand public access.

6.0 **QUALIFICATIONS:** The proposed Scope of Work is expected to include all work needed to fully address the previous management recommendations. Firm expertise should include:

- a. Experience in designing public view platforms and/or bird blinds
- b. Understanding the ecological sensitivity of critical areas
- c. Familiarity with ADA design standards and practices
- d. Site evaluation capabilities and experience including any land use and construction regulatory elements.
- e. Experience in low impact development and site assessment
- f. Experience working in urban areas with local municipalities.
- g. Displays understanding of local, state, and federal permitting guidelines and requirements.

7.0 **SUBMITTAL REQUIREMENTS:** One (1) .pdf format electronic file (on a USB drive) must be received by the date and time listed. No more than 10 pages (not including attachments), single-sided, will be accepted. The District, at its discretion, may make additional copies of the Request for Qualifications submissions for the purpose of evaluation only. The original Request for Qualifications will include signatures by authorized personnel on all documents that require an authorized signature. Submissions shall address design experience relevant to all elements.

Optional: Any bound completed Request for Qualifications provided shall be bound (8.5"x11") such that they lay flat when opened.

8.0 SIGNATURES: Request for Qualifications shall be signed by one of the legally authorized officers of the Firm. If awarded the contract, the contract shall also be so executed.

9.0 SELECTION PROCESS: Request for Qualifications will be ranked according to qualifications subject to the evaluation process as described in Attachment A - Evaluation Process.

10.0 QUESTIONS: Upon release of this RFQ, all Firm communications should be directed in writing to the Project Manager's e-mail address listed below. Questions will be answered in writing and posted on the District's website at www.biparks.org by September 16, 2023.

It is the responsibility of individual firms to check the website for any amendments or Question & Answers to this RFQ, or to contact the District Project Manager. Unauthorized contact regarding this RFQ with District board members, other employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the District.

The Project Manager for this RFQ will be:

Name:	Lydia Roush, Natural Resource Manager Bainbridge Island Metro Park & Recreation District
Address:	11700 Meadowmeer Circle NE Bainbridge Island, WA 98110
Telephone:	206-825-9602
E-mail:	lydiar@biparks.org

11.0 REJECTION OF REQUEST FOR QUALIFICATIONS: The District reserves the right to reject all Request for Qualifications and to waive irregularities and informalities in the submittal process. This RFQ does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a Request for Qualifications. Furthermore, the RFQ does not obligate the District to accept or contract for any expressed or implied services. All submitted materials become the property of the District and materials are bound by Section 21.0, below.

12.0 CONTRACT AWARD: The District reserves the right to make an award without further discussion of the submittals. The Firm selected as the apparently successful Firm will be expected to enter into a contract with the District. Following selection, the successful Firm shall prepare a proposal and scope of work for review by the District. Once the District and the Firm have reached an agreement on the scope of services, a final contract will be prepared by the District. The foregoing should not be interpreted to prohibit either party from

proposing additional contract terms and conditions during the negotiations of the final contract. If the selected Firm fails to sign the contract within ten (10) business days of delivery of the final contract, the District may elect to negotiate a contract with another Firm. The District shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract. The District reserves the right to award multiple contracts to multiple firms for this scope of service if it is in the best interest of the District.

13.0 PAYMENT: Generally, payment by the District will be tied to specific milestones, which may include satisfactory acceptance testing, and/or deliverables. Payment terms are net 30 days after receipt of correct invoice containing information required by the District and acceptance of deliverable (after testing).

14.0 CONTRACT NEGOTIATION: The District reserves the right to negotiate all elements of the submittals, proposals, terms, and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the contract by the District. All parties understand that if any adjustments are made to the original scope because of contract negotiations, a resulting change in price/cost may be necessary.

15.0 EQUAL OPPORTUNITY EMPLOYMENT: The successful Firm must comply with the District's equal opportunity requirements. The District is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability. (RCW 39.80)

16.0 TITLE VI: It is the District's policy to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

17.0 INSURANCE REQUIREMENTS: The Firm shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, their agents, representatives, employees, or subcontractors.

No Limitation. Firm's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

- A. Minimum Scope of Insurance
Firm shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The District shall be named as an additional insured under the Firm's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

B. Minimum Amounts of Insurance

Firm shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$4,000,000 general aggregate and a \$4,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Firm's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Firm's insurance and shall not contribute with it.
2. The Firm's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

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

E. Verification of Coverage

Firm shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Firm before commencement of the work.

F. Subcontractors

Firm shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Firm. Upon request from the District, the Firm shall provide evidence of such insurance.

- 18.0 NON-ENDORSEMENT:** As a result of the selection of a Firm to supply products and/or services to the District, the Firm agrees to make no reference to the District in any literature, promotional material, brochure, sales presentation, or the like without the express written consent of the District.
- 19.0 NON-COLLUSION:** Submittal and signature of a Request for Qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Firm has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- 20.0 COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Firm ultimately awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
- 21.0 PUBLIC RECORDS:** Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings, or reproductions thereof) submitted in response to this RFQ (the "documents") become a public record upon submission to the District, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the District receives a request for inspection or copying of any such documents it may promptly notify the person submitting the documents to the District (by U.S. mail and by email) and upon the written request of such person, received by the District within five (5) business days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The District assumes no contractual obligation to enforce any exemption. (RCW 42.56)
- 22.0 EVALUATION:** After the Request for Qualifications are initially ranked, the District will determine whether formal presentations and interviews are necessary, and if so, which proposed Firms may be invited to make a formal presentation and/or sit for a panel interview. The District may choose not to require formal presentations or interviews. The District may choose to contact officials from other jurisdictions regarding the Firm, their prior work experience, and their ability to successfully complete the scope of services. The District may request clarification or additional information from a specific firm in order to assist in the District's evaluation of a

Request for Qualifications. Finally, the District will evaluate proposed submissions reflecting expertise with District's scope and all addenda, see following section for details. The District may also cancel the project if there is not enough interest.

23.0 ALL NEW INFORMATION TO PROPONENTS BY WAY OF: This RFQ may be amended only by addendum in accordance with this section. If the District, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all proponents by addendum, which will be issued in the same manner as the RFQ. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the District. Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

24.0 RECEIVING ADDENDA AND/OR QUESTIONS AND ANSWERS: It is the obligation and responsibility of the Firm to obtain addenda, responses, or notices issued by the District. Third-party services independently post District solicitations on their websites. The District does not guarantee that such services have accurately provided all the information published by the District, and proposers are encouraged to check the RFQ notice located on the District web site regularly. All submittals sent to the District will be considered to have been made in response to the RFQ, including all addenda, with or without specific confirmation from the proposer that the addendum was received and incorporated. The District may reject the submittal if it does not fully respond to a matter incorporated by an addendum.

25.0 WORK CONDITIONS: The Firm will: Store all materials and equipment in a safe and orderly fashion and dispose of any install-related waste in proper disposal containers, and/or remove from the premises. Be in full compliance with all applicable state, federal and local laws, rules, and safety regulations. The Firm shall perform its obligations in a safe manner, utilizing proper technique and equipment to preserve both worker and staff safety.

Any lost, stolen, or damaged property resulting from the performance of this contract will be repaired at the Firm's expense.

26.0 PROPOSED TIMELINE: Below is the anticipated milestones and timeline for the project.

Questions Due:	September 15, 2023
Application Packets Due:	September 22, 2023

Consultant Selected: September 27, 2023
Anticipated Project Start: October 2023
Final Report Delivery: Dependent upon Firm contract

All dates are subject to change by the District.

ATTACHMENT A - EVALUATION PROCESS

Below is a summary of the evaluation process that will be used for submittal reviews. The District reserves the right to adjust the evaluation process and scoring as necessary to best serve the interests of the District.

1. Proponent Evaluation Process

The evaluation and selection of a Proponent will happen as a four-stage process, as follows:

- a. Mandatory Compliance
- b. Technical Proposal
- c. Presentation/Interview (If determined necessary)
- d. References

The overall scoring will be as follows:

Phase	Scoring Phase 2	Scoring Phase 3
Phase 1 – Mandatory Compliance	0	0
Phase 2 – Technical Proposal	50	0
Phase 3 – Presentation/Interview (Optional)	0	50
Phase 4 – References	0	0
Total (not cumulative)	50 points	50 points

Phase 1 – Mandatory Compliance

This will include acknowledgement of all addenda.

Phase 2 – Technical Proposal

In Phase 2 of the Proponent evaluation process, each Proponent's Submitted Proposal will be presented by the Proponent to the Evaluation Committee and scored accordingly. The scoring will be done in the manner set forth below. The weighting of the scoring of each section will be as follows:

Section	Max Score
About the Vendor	5
Understanding of the Project	5
Methodology	10
Project Management	10
Vendor Qualifications	10
Experience	10
Total	50

Phase 3 (optional) – Presentations / Interview (Organizational Fit)

Phase 3 of the evaluation process is optional for the District. If the most qualified submittal is not clear from the initial scoring in phase 2 the District will determine which firms will be invited to participate in interviews. This phase will assess interactions between the Proponents and the District. The following will be evaluated:

- **Presentation:** Overall presentation including examples of how requirements indicated in Attachment A will be met such as: *public outreach, market analysis, facility component analysis, site analysis, schematic designs, funding approaches and suggestions.*
- **Work History:** Proven track record for success on similar projects with organizations comparable to the District including descriptions of these projects.
- **Demonstrations:** Interactive demonstrations showing how the proposed deliverables will be provided by the Proponent. Response during Question & Answer session. Who is presenting for Proponent and whether key project implementation firm members are present.

Once the interactive presentation or interviews are complete, points will be awarded to each Proposal to which this Phase 3 applies. Scoring is not cumulative with phase 2. Phase 3 scoring will determine the most qualified submittal if interviews are necessary. The score breakdown for Phase 3 will be as follows:

Criteria	Max Score
Organization	10
Communication of Materials	10
Knowledge of Subject	10
Systems Fitting Our Needs (Process)	10
Responsiveness	10
Total	50

Phase 4 - References

Demonstrate a proven track record for success in projects similar to this project with organizations in comparable size to the District. Preferences for three (3) references to show the capability of the proponent and how they fit the needs of the District.