

REQUEST FOR QUALIFICATIONS

West Plains/Airport Area Public Development Authority (dba S3R3 Solutions)

RFQ NUMBER: 2022-001

DESCRIPTION: 2022 West Plains Stormwater Implementation Support Services

DUE DATE: Qualifications will be accepted electronically only by close of business on June 13, 2022. Please send to sueann@s3r3solutions.com

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

S3R3 Solutions is initiating this Request for Qualifications (RFQ) to solicit Qualifications from Firms interested in participating on a project to provide professional services.

S3R3 was formed in July 2017 to promote economic prosperity in the Spokane region which includes completing studies and infrastructure projects within the PDA boundary. Generally flat topography, high groundwater and shallow basalt within the area make on-site treatment and infiltration challenging and a disadvantage for development.

The *Stormwater Management Plan (SMP) for the West Plains Planning Area* (URS and Brown and Caldwell, 2003) was completed by Spokane County's Stormwater Utility to analyze the challenges with stormwater. This planning document was prepared in 3 phases: phase 1 characterized existing conditions and problems; phase 2 sized potential structural alternatives; phase 3 involved public participation to develop stormwater management measures and implementation strategies. The work of the SMP identified specific development management measures and recommended an infiltration facility in the paleo-channel or ancestral drainage way north of the Airport.

Osborn Consulting completed the West Plains Stormwater Study in 2021. The study modeled stormwater runoff within the PDA boundary and surrounding contributed areas and developed a Capital Improvement Plan to regionally treat and dispose of stormwater. The plan includes four regional stormwater infiltration basins and one detention pond. The regional facilities and conveyance systems are estimated to be \$150 million.

This implementation project is intended to:

- Develop a strategic implementation strategy for design, funding and construction of the regional facilities and conveyance;
- Evaluate opportunities to leverage transportation improvements into the phasing and construction of conveyance;
- Identify, apply, and receive grant funding through the local jurisdictions, state, federal and other applicable funding sources;
- Act as the owners representative for additional geotechnical investigation of the paleo channels to support regional facilities;
- Value engineer the regional stormwater capital improvement plan;
- Act as owner's representative for the final design phase of the regional stormwater capital improvement plan;
- Other strategic initiatives to further the implementation of the stormwater CIP;
- Coordinate with jurisdictions on items such as operations and maintenance.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have [5] years of experience in hydrogeology, stormwater management, civil design and grant writing.

1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about June, 2022 and to end June 2025, unless extended by mutual agreement of the parties to continued initiatives underway.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

PDA - West Plains Airport Area Public Development Authority, a Washington State corporation, the agency issuing this RFQ.

S3R3 - West Plains Airport Area Public Development Authority, a Washington State corporation, the agency issuing this RFQ.

City – The City of Spokane, a Washington State municipal corporation, an agency assisting the PDA during this study.

County- Spokane County, a Washington State municipal corporation, an agency assisting the PDA during this study.

Firm or Consultant – Individual or company whose Qualifications have been accepted by the PDA and is awarded a fully executed, written contract.

Qualifications – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting Qualifications in order to attain a contract with the PDA.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.6 ADDENDA

Proposers shall maintain an active email on file with S3R3. S3R3 shall email the Proposers any Addenda or other additional information that may be necessary regarding this Request for Qualifications.

2. SCOPE OF SERVICES

Assist S3R3 with implementation of the Capital Improvement Program developed by Osborn Consulting for the West Plains. The study has identified four regional infiltration facilities and one detention pond to capture and dispose of stormwater runoff.

The West Plains is currently the fastest growing industrial area in Washington State. Current developments require approximately 12 to 30% of the site area for use in stormwater treatment and disposal. FCS Consulting has determined a 3.19:1 benefit to cost ratio as justification for the construction, operations, and maintenance of a regional stormwater facility.

Capital Improvements are anticipated to be incorporated into the new transportation infrastructure planned for the West Plains. S3R3 is currently completing the West Plains Transportation Plan which will develop a framework for the future transportation network and project priorities in the West Plains. This project will be completed toward the end of 2023 and will inform decision on the phasing of the stormwater infiltration facilities.

S3R3 is currently working with the City of Spokane and Spokane County to include the West Plains Stormwater Capital Improvement Program into the jurisdictions six-year plans. The Stormwater Study was partially funded through an Interlocal Agreement with the City, County and S3R3.

The Stormwater Study included an analysis by FCS to evaluate funding options for the \$150 million capital project and operations and maintenance. Funding was anticipated to come from the City of Spokane, Spokane County, S3R3 Solutions, the State of Washington, the Federal Government, stormwater fees, and general facilities charges. A summary table can be found in the final report.

The selected consultant will work with S3R3 to develop a strategic plan to implement the CIP including, phasing of the project, geotechnical investigations, final design, funding, construction and O&M.

The duration of the implementation project will be dependent on the success of the consultant and progress of the project.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

S3R3 is the sole point of contact for this procurement. All communication between the Proposer and S3R3 upon receipt of this RFQ shall be as follows:

Name	Karen Corkins
Address	7106 W Will D Alton Lane Suite 103A
City, State, Zip Code	Spokane, WA 99224
Phone Number	(509) 381-3885
E-Mail Address	Karen@S3R3Solutions.com

Any other communication will be considered unofficial and non-binding on S3R3. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than S3R3 may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	May 16, 2022
Question and answer period	May 16 – June 3, 2022
Last date for RFQ questions requiring an Addendum	June 3, 2022
Qualifications due	June 13, 2022
Evaluate Qualifications	June 13 – 17, 2022
Conduct oral interviews with finalists, if required	June 22, 2022
Negotiate contract	June 27 to July 8, 2022
PDA Board approval of contract	July 14, 2022
Begin contract work	July 15, 2022

S3R3 reserves the right to revise the above schedule.

3.3 SUBMISSION OF QUALIFICATIONS

A. SUBMISSION OF QUALIFICATIONS

Submit one (1) reproducible electronic copy (via email only) of the Qualifications to:

S3R3 Solutions
C/O Project Manager
sueann@s3r3solutions.com

Do not split up electronic Qualifications copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Qualifications copy as a whole during evaluation may be more difficult.

B. DUE DATE

It is the responsibility of the Proposer to be sure its Qualifications are sent sufficiently ahead of time to be received no later than 5:00 PM local time on June 13, 2022. Please note that the office is not staffed consistency.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of S3R3.

All received Qualifications shall remain confidential until the award of contract recommendation has been filed with the applicable S3R3 Board action. Thereafter, the Qualifications shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Qualifications that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Statement of Qualifications exempt from disclosure will not be honored.

S3R3 will consider a Proposer's request for exemption from disclosure; however, S3R3 will decide predicated upon state law and regulations. If any information is marked as proprietary in the Qualifications, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to S3R3.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be noticed as an addendum to the RFQ and emailed to the Proposers.

S3R3 also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

S3R3 encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Qualifications shall remain in effect for forty-five (45) days for acceptance by S3R3 from the due date for receipt of Qualifications.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of its Qualifications as non-responsive.

S3R3 also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

S3R3 reserves the right to make an award without further discussion of the Qualifications submitted. Therefore, the Qualifications should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. S3R3 reserves the right to contact a Proposer for clarification of its Qualifications.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Qualifications.

3.10 COSTS TO PROPOSE

S3R3 will not be liable for any costs incurred by the Proposer in preparation of a Statement of Qualifications submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

3.11 NO OBLIGATION TO CONTRACT

This RFQ does not obligate S3R3 to contract for services specified herein.

3.12 REJECTION OF QUALIFICATIONS

S3R3 reserves the right at its sole discretion to reject any and all Qualifications received without penalty and to not issue a contract as a result of this RFQ.

4. QUALIFICATIONS CONTENTS

4.1 PREPARATION OF QUALIFICATIONS

QUALIFICATIONS SHOULD BE LIMITED TO 20 PAGES in length, single sided, 11-point font. Divider or tab sheets must be void of project specifics related to the Qualifications. The letter of submittal, cover/end or divider sheets, resumes, and insurance certificate will not be included in the page count limitation. The major sections of the Qualifications are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.

Qualifications shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Qualifications but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by S3R3.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFQ. This section of the Technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City, County or S3R3 staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. STAFF QUALIFICATIONS / EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Qualifications will actually perform the assigned work. Any staff substitution must have the prior approval of the PDA.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas:
 - Stormwater planning
 - Stormwater Hydraulic Modeling
 - Civil Design
 - Hydrology
 - Civil Construction
 - Successful writing and submitting of Grants
 - Implementing Utility Fees
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to S3R3 to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to S3R3 to contact the references provided. Do not include current S3R3 staff as references. S3R3 may evaluate references at S3R3's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm’s non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm’s position on the matter. S3R3 will evaluate the facts and may, at its sole discretion, reject the Qualifications on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Qualifications will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Qualifications shall be accomplished by an evaluation team, to include S3R3, and possibly the City of Spokane and Spokane County staff to be designated by S3R3, which will determine the ranking of the Qualifications.

S3R3, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

S3R3 may contact the Firm for clarification of any portion of the Firm’s Qualifications.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Qualifications for evaluation purposes:

Technical Proposal – 50% 100 points

Project Approach/Methodology	40 Points (Maximum)
Quality of Work Plan	20 Points (Maximum)
Project Schedule	20 Points (Maximum)
Project Deliverables	20 Points (Maximum)

Management Proposal - 50% 100 points

Project Team Structure/ Internal Controls	30 Points (Maximum)
Staff Qualifications/Experience	30 Points (Maximum)
Experience of the Firm	40 Points (Maximum)

GRAND TOTAL FOR WRITTEN

200 POINTS

QUALIFICATIONS

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Qualifications. S3R3, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should S3R3 elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFQ does not obligate S3R3 to award a contract.

S3R3 reserves the option of awarding this contract in any manner most advantageous for S3R3. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Qualifications are the most favorable to S3R3, taking into consideration the evaluation factors. The S3R3 Board shall make the award of contract or purchase.

5.5 NOTIFICATION TO PROPOSERS

After an award recommendation has been determined, Proposers will be sent an Intent to Award notification via e-mail.

5.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Qualifications. Comparisons between Qualifications or evaluations of the other Qualifications will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

5.7 PROTEST PROCEDURE

Following evaluation, a recommendation for award shall be submitted to the S3R3 Board. Award of contract, if made, shall be by the S3R3 Board in an open meeting. Proposers wishing to protest the award of the contract must make their protests before the S3R3 Board at the award hearing.

6. CONTRACT TERMS

6.1 ANTI-KICKBACK

No officer or employee of S3R3, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.2 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.5 COMPLIANCE WITH WAGE PAYMENT STATUTES

Contract will require a certification of compliance with wage payment statutes. A certification form will be sent with the contract to be signed by an authorized representative of the Firm stating that within the three year period immediately preceding the Qualifications solicitation date, the Firm is not a "willful" violator as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

6.6 LIABILITY

The Firm shall indemnify, defend and hold harmless S3R3, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of S3R3, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of S3R3, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to S3R3 only, its immunity under RCW Title 51, Industrial Insurance.

6.7 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the PDA, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the PDA.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to S3R3 at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to S3R3 acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. RFQ SUPPORT DOCUMENTS

Available at s3r3solutions.com and incorporated herein by reference the PDF of the Stormwater Management Plan for the West Plains Planning Area (URS and Brown and Caldwell, 2003)

Available at s3r3solutions.com and incorporated herein by reference the PDF of the West Plains Stormwater Study Report (Osborn Consulting, 2021)