PROJECT NAME:
LINCOLN-LAKEWAY MULTIMODAL TRANSPORTATION STUDY (CITY PROJECT # ES-0555)

RFQ INFORMATION
Issue Date: December 20, 2019
Purchasing Telephone: 360-778-7750
Contact Email: bids@cob.org

CLOSING INFORMATION
Date: January 23, 2020
Time: 11:00 AM
Location: Purchasing Office
Mailing Address: 2221 Pacific Street, Bellingham, WA 98229

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

Chad Schulhauser, PE
Assistant Public Works Director
Section 1 – General Information

1.1 Purpose and Background

The City of Bellingham (“City”) is seeking submittals (Invitation No. 84B-2019) from transportation planning and engineering firms interested in providing professional consulting services to the Engineering Division of the Public Works Department for the Lincoln-Lakeway Multimodal Transportation Study (ES-0555).

The City invites all interested parties to respond to this Request for Qualifications (RFQ) by submitting their Statements of Qualifications (SOQ) relating to this type of project. All prospective consultants are advised that federally funded projects will be held to federal Equal Employment Opportunity (EEO) requirements. Disadvantaged, minority and women-owned consultant firms are encouraged to respond. Upon consideration of the submittals, the City will negotiate final terms with the selected party.

Purpose

The purpose of the study is to document existing, proposed, and possible land uses in the study area and analyze the effect that new development may have on the local and state multimodal transportation system for people walking, biking, riding transit buses, and driving passenger, service, and freight vehicles. Existing conditions on the transportation system will be documented to provide a 2020 baseline and changes on the local and state multimodal transportation system will be forecast to 2040 using microsimulation software with inputs form the 2018 WCOG regional travel demand model. Findings will be measured, analyzed, and documented with recommendations for mitigation and improvements, where needed.

Alternative scenarios will be examined using microsimulation software for vehicle traffic circulation and intersection control (signals or roundabouts) at intersections within the study area, pedestrian and bicycle mobility, and implications for WTA public transit bus route performance measures. Ultimately, both short-term and long-term multimodal transportation system improvements will be identified and recommended, which will allow Public Works to program local funding as well as seek state and federal grant funding for construction in future years.

Goals

The goals of this multimodal transportation study include, but are not limited to:

- **Public Safety**: Identifying safety improvements for people using all modes of transportation (Walking, biking, transit, driving, and delivering freight).
- **Mode Shift**: Identifying transportation improvements intended to support and enhance transportation trips made by walking, biking, and riding transit, balanced with the need maintain system performance for both private automobiles and freight vehicles.
- **Mobility Enhancement**: Identifying cost-effective and feasible methods to reduce I-5’s impact as a mobility barrier to east-west trips made by walking and biking.
- **Multimodal Integration**: Support continued and improved integration with state facilities and transit (WTA) operations, etc.
Objectives
The results of this study will allow Bellingham to identify capital transportation improvements at a finer scale than what is currently identified in the citywide Multimodal Transportation Chapter (Tables A – D; pages 32-35) of the Bellingham Comprehensive Plan, but in a more cohesive manner rather than the current reliance on one-time Transportation Impact Analyses (TIAs) that are only required for major developments. This will allow Bellingham to require proportionate share funding participation toward identified capital improvements in the study area from all new developments, as well as forming the basis for public-private funding partnerships in the future.

Study Area
The geographic area proposed for in depth study is shown below and is generally bounded by:

- Samish/I-5 interchange on the south;
- Samish-Maple-Ellis corridor on the west;
- Iowa/I-5 interchange on the north; and
- Puget Street on the east.

Figure 1. 3D Map of Lincoln-Lakeway Multimodal Transportation Study Area (North at top)
Figure 2. 2D Map of Lincoln-Lakeway Multimodal Transportation Study Area (North at right)
Background

A significant amount of development is occurring, has been proposed, and is possible within the study area, as shown in Figure 2. A few of the larger development proposals have required TIAs, but many have not. The cumulative impact of all these new developments on the City and State multimodal transportation system is expected to be significant and Bellingham Public Works intends to take a more proactive approach to identifying transportation improvement needs and requiring proportionate share contribution from each new development when permits are issued.

WSDOT is responsible for Interstate 5 (I-5), including all on/off-ramps at interchanges within the Limited Access Area (LAA) of I-5 through the study area. WTA provides public transit service on several routes through the study area, including two high-frequency (15-minute headway, both directions) GO lines. The Plum GO Line provides high-frequency transit service on Lakeway Drive between downtown Bellingham and Woburn Street. The Blue GO Line provides high-frequency transit service between the Lincoln Creek Transportation Center (LCTC) and Western Washington University (WWU).

Key Arterial and Residential Streets Within the Study Area:

The list of local streets below highlights many critical links in the pedestrian, bicycle, transit, and vehicular networks within the study area, but it is not all-inclusive and there are many more streets within the study area that also provide important multimodal transportation connections. Interstate 5 is a critical link through the study area and the interface between the local streets and the interchange on- and off-ramps is part of this study, but analysis of the mainline of Interstate 5 will not be included as part of this study. See below for more information on I-5.

- **Lincoln Street** is a secondary north-south arterial parallel to the east side of I-5 between the Samish interchange and Meador Avenue and currently has average daily vehicle traffic (ADT) of about 14,000. The southern portion of Lincoln Street has marked bike lanes from the Samish/I-5 interchange to about the south property line of the Fred Meyer store. The northern portion of Lincoln Street has an uphill bike climbing lane and a downhill shared lane from Lakeway Drive to Meador Avenue and into downtown;

- **Lakeway Drive** is a principal east-west arterial passing beneath and providing direct southbound access to I-5, indirect northbound access to I-5, and currently carries about 27,000 ADT. Lakeway Drive between Puget and Ellis was ranked as the #2 most beneficial link to complete in Bellingham’s 2014 Bicycle Master Plan, but currently does not have any bicycle facilities. The Lakeway/Lincoln intersection was specifically identified for further study in Bellingham’s 2012 Pedestrian Master Plan;

- **Samish-Maple-Ellis** is a principal north-south arterial corridor parallel to the west side of I-5 between the Samish/I-5 interchange and downtown Bellingham and currently carries about 14,000 ADT. The I-5 southbound off-ramp is directly connected to the Samish overpass of I-5, but the other three ramps are disconnected from the overpass. In 2019, Bellingham secured a WSDOT Pedestrian and Bicycle Safety grant and is currently designing the corridor for removal of one vehicle travel lane in each direction between Bill McDonald Parkway and Lakeway Drive to install buffer-separated bike lanes per the 2016-2017 Samish Corridor Study. Using local funding, Bellingham is also designing the...
2020 rechannelization of the Ellis-York corridor from Lakeway Drive to Cornwall Avenue to install buffer-separated bike lanes.

- **N. State Street** is a principal north-south arterial between downtown Bellingham and the Iowa/I-5 interchange and currently carries about 23,000 ADT. There are currently no bicycle facilities on this portion of N. State Street;

- **Meador Avenue** is a secondary east-west arterial street that extends the Lincoln Street uphill bike climbing lane to James Street and has marked bike lanes on both sides between James Street and N. State Street. This link provides a critical grade-separated bicycle connection beneath I-5 to N. State Street and into downtown. The multiuse Whatcom Creek greenways trail connects to Meador Avenue, passes beneath I-5, and parallels Whatcom Creek to Woburn Street and Whatcom Falls Park.

- **Fraser Street** is an east-west collector arterial street between Lincoln Street and Woburn Street. It has marked bike lanes from Lincoln to Woburn and carries about 5,400 ADT.

- **Puget Street** is a north south collector arterial street between Fraser Street and Lakeway Drive. It has marked bike lanes and carries about 2,700 ADT.

- **Orleans Street** is a north-south residential street between Lakeway Drive and the Civic Field sports complex, which includes public facilities for swimming, soccer, baseball, football, track & field, skateboarding, bike jumping, and softball. No ADT data available.

- **King Street** is locally classified as a collector arterial, but in reality functions as a principal arterial carrying about 12,000 ADT and connecting Lakeway Drive to the northbound on-/off-ramps to I-5.

- **Potter Street** is currently a local residential street connection that primarily provides access to the Civic Field sports complex, Carl Cozier Elementary School, and Lincoln Street. Potter Street west of Lincoln Street provides a connection to the northbound on-/off-ramps to I-5.

- **Nevada-Byron-Ashley-40th-Elwood corridor** generally provides a north-south residential street connection between Lakeway Drive and the intersection of Elwood/Samish/Lincoln on the east side of the Samish/I-5 overpass. Nevada-Byron-Ashley carries about 650 ADT and has been improved to a bike boulevard with traffic calming features in several locations. The Elwood Avenue connection between 40th Street and Lincoln Street carries about 1,600 ADT, 40th Street carries about 700 ADT, and Bellingham is designing both sidewalk and bicycle improvements on 40th Street between Fielding and Elwood for construction in summer 2020.

- **Interstate 5** includes three interchanges through the study area and serves ADT that range from 65,000 near Samish IC to over 83,000 at the Iowa IC. I-5 poses a significant barrier to east-west multimodal travel. WSDOT is currently examining I-5 operations and safety issues along the study area corridor and interchange ramps."
Figure 3. 2018 Vehicle Traffic Volumes (ADT) on Arterial Streets Within Study Area (Green Box)
Integration with Other Plans and Studies

The Lincoln-Lakeway Multimodal Transportation Study will inform, and be informed by, several other existing and emerging studies, plans, and transportation improvement projects, including, but not limited to those listed below:

- 2020 WTA Long Range Transit Plan
- 2020 Bellingham ADA Transition Plan
- 2020-2025 Bellingham Transportation Improvement Program (TIP)
- 2020 update to 2009 Samish Urban Village Master Plan
- 2020 Samish-Maple-Ellis Multimodal Safety Improvements (ES-0552)
  - Based on 2016-2017 Samish Way Corridor Study
- 2020 Transportation Benefit District Projects (ES-0553)
- 2019 WSDOT I-5 Operations & Demand Management Study (Bellingham)
- 2019 WSDOT I-5 Ramp Meter Storage Evaluation (Bellingham)
- 2016-2017 Lakeway Drive Bikeway Study (ES-0529)
- 2017 Whatcom Mobility 2040 – WCOG/MPO/RTPO Long-Range Plan
- 2017 WTA Strategic Plan
- 2016 Bellingham Comprehensive Plan
- 2014 Bicycle Master Plan
- 2012 Pedestrian Master Plan
- Private development proposals and TIAs conducted in study area (2018-2020)

1.2 Expertise

The consultant performing the work for the Lincoln-Lakeway Multimodal Transportation Study shall have exceptional knowledge and demonstrated experience with the following:

- Transportation Planning and Engineering
- Transportation Modeling and Microsimulation for corridors and intersections
- Transportation alternatives/scenario analysis
- Traffic signal and roundabout operations
- Transportation Impact Analysis (TIA) best practices
- Washington State Department of Transportation (WSDOT) and Federal Highway Administration (FHWA) standards
- MUTCD, NACTO, and AASHTO standards and guidance for bicycle facilities
- Bikeway design on constrained high-volume corridors with highway ingress/egress points
- Federal ADA Requirements for sidewalks, curb ramps, driveways, and crosswalks
- Mitigating on-time performance for public transit buses on congested arterial streets
- Successful public outreach and engagement on complex and controversial projects.

1.3 Duration of Services

The anticipated term of this contract is 12 months.
1.4 Preparation Costs

The City of Bellingham shall not be responsible for qualification submittal preparation costs, including oral interviews (if held), nor for costs including attorney fees associated with any challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of qualification submittal. By submitting a submittal of qualifications each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Consultant Fees

After consultant selection, the consultant shall prepare a fee proposal for services, which shall include hourly rates for all work performed. No markup will be allowed on sub consultants or service invoices.

Consultant hourly rates shall include overhead and profit. All indirect and direct costs shall be included in the hourly rate provided. Indirect and direct costs include, but are not limited to, items such as base salary, fringe benefits, sick leave, vacation, holiday pay, unemployment taxes, social security, workman’s compensation, insurance, office expenses, telephone, mailing, reproductions, postage, computer time, and other expenses. The City may request an itemization of overhead costs.

Direct, non-salary costs must be pre-approved by the city. Non-salary costs should be supported for auditing purposes by copies of the invoice or billing instruments the consultant received for payment.

Travel expenses will be reimbursed at the Federal and State government per diem rates including meals and mileage with no additional overhead. No additional subsistence is allowed.

Reproduction costs may only be billed if copies are made at the city's requests such as plan sets for bidding. This also includes overnight shipping. Costs will be paid at invoice only; no additional markup will be allowed.

Items purchased and reimbursed by the city project must be furnished to the City. Items purchased shall be reimbursed at invoice cost. Invoice must be provided.

Section 2 - Rules Governing Competition

2.1 Examination of Request for Qualifications

Consultants should carefully examine the entire RFQ and any addenda thereto and all related materials and data referenced in the RFQ. Consultants should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.
2.2 Acceptance Period
Selection of a consulting firm for this study, based on RFQ/SOQ proposals submitted, is anticipated to be announced within 30 calendar days from submission due date, although all proposals must be complete and irrevocable for 90 calendar days following the submission date.

2.3 Signature Requirements
All qualification submittals must be signed. The Consultant must ensure its SOQ includes a letter, or statement(s), substantially similar in content to the sample proposal cover letter provided in Attachment A, signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

The name of the individual(s) signing the qualification submittal must be clearly shown immediately below the signature. Please ensure firm’s name, address, telephone and facsimile numbers, main point of contact and the e-mail address for the main point of contact for the project are included.

2.4 Submission
The City of Bellingham must receive two (2) hard copies and one (1) electronic copy of the qualification submittal prior to the date and time specified in the advertisement. All copies must be under sealed cover and plainly marked with the RFQ name, number, and the name of the submitter.

Qualifications submittals shall be delivered to:

City of Bellingham
Attn: Purchasing Division, RFQ # 84B-2019
2221 Pacific Street
Bellingham, Washington 98229

In an effort to comply with City of Bellingham waste reduction policies, we request that proposals be submitted on recycled paper, copied on both sides of the page, no laminated sheets, no wire/comb binding and no cardstock. If stapled, proposals shall be stapled in the upper left-hand corner only.

2.5 Disposition of Qualification Submittals
All materials submitted in response to this RFQ will become the property of the City of Bellingham. The City as its discretion, may make additional copies of the submittal for evaluation only. One copy shall be retained by the City for the official files of the Purchasing Division and will become part of the public record after award of the contract.

2.6 Oral Change/Interpretation
No oral change or interpretation of any provision contained in this RFQ is valid whether issued at a pre-qualification submittal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to qualification submittal documents are deemed necessary by the City.
2.7 **Modification/Withdrawal of Qualification Submittals**
A respondent may withdraw a qualification submittal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new qualification submittal prior to the final submission date or submit written modification or addition to a qualification submittal prior to the final submission date. Modifications offered in any other manner, oral, or written will not be considered. A final qualification submittal cannot be changed or withdrawn after the final submission date, except for modifications requested by the City after the date of receipt and following oral presentations.

2.8 **Late Submissions**
Qualification submittals not received prior to the time specified in this RFQ will not be considered and will be returned unopened.

2.9 **Rejection of Submittals**
The City reserves the right to reject any or all Submittals and to waive irregularities and information in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by firms in the preparation and submission of their Submittals. Furthermore, this RFQ does not obligate the City to accept or contract for any express or implied services.

2.10 **Professional Registration**
Plans, specifications, estimates, and research reports produced under contract with the City shall be stamped and signed by the respective engineer, surveyor, landscape architect, or other qualified professional licensed in the State of Washington, in accordance with the WAC and RCW.

**Section 3 - Scope of Work**

3.1 **General**
The City is seeking transportation planning and engineering professional consulting services (See Section 1.2 Expertise) and planning level cost estimates for recommended transportation improvements in the study area. The City will be the lead for the multi-agency project team, but will expect the consulting firm to assist with multi-agency project team meetings and the public outreach efforts for one Open House event.

3.2 **Expectations**
The following is a general list of the key items of work. Consultants are encouraged to demonstrate their specific knowledge of the study area and to demonstrate successful studies comparable to the Lincoln-Lakeway Study. Additional issues/Ideas that may be appropriate to consider for the successful completion of this multimodal transportation study are encouraged.

- In partnership with Public Works staff, co-lead a Multi-Agency Transportation Study kick-off meeting and up to four (4) additional multi-agency project team meetings throughout the course of the study.
• Collect intersection counts (some available from 2019 TIAs), traffic volume data, bicycle and pedestrian count data, WTA transit ridership, bus stop data, and on-time performance reports that will be required in the study area.
• Obtain the current WCOG regional travel demand model to document and analyze existing land uses, known development proposals, and land supply within study area considered to be under-utilized and/or redevelopable.
• Develop a microsimulation model for the study area using inputs from the data collection and the current WCOG model to analyze traffic circulation, congestion, and delay for all vehicles including transit buses on corridors, intersections, and on-ramps, as well as travel demand for people walking, biking, and riding transit under existing conditions and future conditions with known and assumed pipeline developments. Note that the current WCOG model has a 2040 forecast, but not a 2030 forecast. The consultant will need to develop and provide a 10-year mid-point forecast.
• Document existing (2020) conditions and evaluate the following scenarios:
  o Future 2030 and 2040 conditions with known pipeline development and ‘full build’ according to City land supply analysis;
  o Future 2030 and 2040 Alternative 1 – Rechannelization/Road Diet (5-lanes to 3-lanes) for Lincoln Street from E. Maple Street to Lakeway Drive.
  o Future 2030 and 2040 Alternative 2 – Consolidation/Relocation of commercial driveways on Lincoln Street from Lakeway Drive to Viking Circle
  o Future 2030 and 2040 Alternative 3 – Change to vehicle traffic circulation to/from I-5 northbound on/off-ramps;
• In partnership with Public Works staff, co-lead one public Open House-style event during the study in 2020 to engage the public, present information, and seek public input.
• Identify and recommend short-term (1-5 years), mid-term (5-10 years), and long-term (10+ years) multimodal transportation system improvements, including but not limited to traffic and crossing signals, turn-lanes, roundabouts, sidewalks, on- and off-street bikeways, transit queue jumps and other transit design elements, as well as potential driveway consolidation/relocation that will allow Public Works to prioritize and program local funding and to seek state and federal grant funding for construction in future years.
• Develop planning level cost estimates (Including assumptions for right-of-way acquisition, storm water, environmental impacts, and mitigation costs where applicable) in 2022 dollars for each recommended transportation improvement in the study area.
• Calculate the proportionate share of vehicle trips from each property with known development that impacts the transportation improvements recommended and document the percent of overall intersection trips and the percent of the cost to improve.
• Produce a Final Report, the main body of which is to be written and illustrated with maps and graphics for consumption by the general public with technical information provided in attached appendices.

Note: Due to the complexity of this project, work may include all, some, or none of the items listed above. There is no guarantee as to the amount or extent of work under this contract.
Multi-Agency Project Team
Bellingham Public Works is leading a multi-agency team of transportation planning and engineering staff, as well as other staff members from City departments, allied agencies, organizations, and interests, including but not limited those listed below.

Multiagency Project Team

- Bellingham Public Works Engineering and Traffic Operations [Local streets, intersections, sidewalks, bikeways, crosswalks, etc.]
- Whatcom Transportation Authority (WTA) [Regional Transit Service, Bus Stops]
- Washington State Department of Transportation (WSDOT) [I-5 interchange ramps]
- Whatcom Council of Governments (WCOG) [MPO/RTPO]
- Bellingham Parks and Recreation [Civic Field Recreational Facilities; Parks; Open Space]
- Bellingham Planning Department [Land Use; Neighborhood Plans; Urban Villages]

Allied Agencies, Organizations, and Associations

The list below is not all-inclusive, but is illustrative of the allied agencies, organizations, associations, and businesses that have direct and indirect interests within the study area.

- Western Washington University [Lincoln Creek Transportation Center]
- Whatcom Family YMCA [Possible Relocation to Civic Field]
- Bellingham School District [Carl Cozier Elementary School]
- Puget Neighborhood Association
- York Neighborhood Association
- Samish Neighborhood Association
- Sehome Neighborhood Association
- Lakeway Estates Senior Mobile Home Park
- Fred Meyer Stores/Kroger Corporation
- Wholes Foods Grocery/Amazon Corporation
- Many Other Private Business and Development Interests in the Study Area

3.3 Time for Completion

The estimated time for completion will be negotiated after contract award based on a negotiated scope of work specific to each project or task order.

There may be prolonged scheduling and unforeseen permitting issues that will need to be resolved. The consultant must understand and have the expertise to properly plan for delays and accelerations resulting from project review, public input, and changed threatened or endangered species listings as these items are typically encountered for the type of work proposed.
A preliminary schedule proposed by the City is shown in Figure 4; below. Dates subject to change:

<table>
<thead>
<tr>
<th>Figure 4. Lincoln-Lakeway Multimodal Transportation Study Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec 2019</td>
</tr>
<tr>
<td>February 2020</td>
</tr>
<tr>
<td>March 2020</td>
</tr>
<tr>
<td>March 2021</td>
</tr>
</tbody>
</table>

3.4 Budget

Local funding for all phases of this project is approximately $150,000. Funding for the project is subject to change. Additional services of the same nature and type may be added to the contract at the direction of the City’s project manager pending availability of other funding and as identified within the City’s scope of work.

Section 4 - Submission Parameters

4.1 General

The intent of this RFQ is to obtain professional services from a qualified firm or team who agree to perform services as outlined in the City’s scope of work. The City reserves the right to delegate portions of the project to professionals employed by the City. The following is a sample format for submittals. Consultants are asked to organize their qualification submittals in the manner specified below.

Submittals shall be limited to a maximum of ten 8-1/2" by 11" pages (ten single-sided or five pages double-sided), not including the title page (limited to one page), table of contents (limited to one page), and resumes (limited to 1 page for each individual). Submittals over the maximum page size limit will not be considered. Provide 1 submittal in Adobe Acrobat format (PDF) on a CD or flash drive. This version will be distributed for evaluation. Provide 2 hard copy submittals printed from the PDF.

4.2 Title Page

Show the RFQ number, project number and name, the name of your firm, address, e-mail address, telephone number, name of contact person, name of Principal in Charge, and date.

4.3 Table of Contents

Clearly identify the materials by section number.

4.4 Letter of Transmittal

Briefly describe your firm’s understanding of the services to be performed and make a positive commitment to provide the services as specified.
Give the name of the Principal in Charge, the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, e-mail address, and telephone number. The letter must be signed by a corporate officer or other individual with authority to bind the firm. Sample content for a proposal cover letter is provided in Attachment A.

4.5 Qualification Submittal Contents

Qualification submittals should contain, but not necessarily be limited to the following:

**Firm Qualifications & Experience:** Describe firm qualifications and experience. Include examples of similar previous experience in developing engineering plans for projects of similar size and scope.

**Project Manager:** Identify the project manager, including his/her specific qualifications and experience related to the project.

**Team Organization:** Show the organization of the proposed team. Include project management and methodology. Talk about any supporting functions such as data collection, transportation modeling, public outreach, etc.

**Project Approach and Understanding:** Describe the firm's understanding of the project and the specific approach the firm will use to achieve a successful project. Provide a statement of intent explaining why the firm is interested in the project.

**Technical Knowledge and Qualifications:** Discuss the firm’s resources available to the project manager including key personnel to be assigned within the firm and from sub-consulting firms. Include resumes for all personnel to be assigned to this project. Include proposed subconsultants’ firms, team members’ names, qualifications, certifications, etc. Include technical knowledge of both planning and design.

**Schedule & Management:** Discuss other resources available to the project manager, the firm’s current workload size and ability to manage project schedules. Show documentation of project history. Outline a schedule that shows how the design team will meet project goals and requirements within the proposed time for completion in Section 3.3.

**Ease of access to the firm’s project staff:** Describe firm’s physical availability to the City in terms of communication, conducting meetings and field work. How will distance from the project site and the City affect the response time to critical matters pertaining to the project?

**References:** Provide a list of references (including contact name and telephone number) of at least two (2) complete or current projects within the last four (4) years of similar scope and size. Briefly describe each project and the role the firm played in the delivery of the project. The City reserves the right to contact references without prior notification.
Section 5 – Evaluation Criteria and Process

5.1 Evaluation Criteria

All parties shall provide a response containing all required elements herein to the City of Bellingham at the stated address by the deadline given.

The City intends to enter into a contract with the Consultant who provides a proposal that, in the opinion of the City, best meets all the below listed evaluation criteria (receives the highest evaluated score) as determined by a selection committee formed by the City. Further, the City reserves the right to conduct interviews with one or more Proponents as necessary to complete its evaluation. Upon selection of a Consultant, the City intends to enter into a contract using its standard Consulting Services Agreement, which shall be used to secure these services. A copy of the City’s agreement is attached, as Attachment B, and shall be incorporated into this RFQ by this reference.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Qualifications &amp; Experience <em>(Consultant’s qualifications, experience, character and reputation including primary &amp; support staff)</em></td>
<td>20 pts</td>
</tr>
<tr>
<td>Project Manager <em>(PM’s qualifications, experience, character and reputation)</em></td>
<td>20 pts</td>
</tr>
<tr>
<td>Team Organization <em>(organizational abilities, project management techniques, innovativeness, creativity &amp; capacity of the supporting functions)</em></td>
<td>10 pts</td>
</tr>
<tr>
<td>Project Approach <em>(organizational abilities, project management techniques, innovativeness, creativity &amp; capacity of the supporting functions)</em></td>
<td>20 pts</td>
</tr>
<tr>
<td>Technical Knowledge <em>(technical knowledge &amp; expertise with respect to the types of services identified in the scope of work)</em></td>
<td>10 pts</td>
</tr>
<tr>
<td>Schedule &amp; Management <em>(the number &amp; size of other projects currently being performed by the consultant, ability to begin/complete work on time)</em></td>
<td>10 pts</td>
</tr>
<tr>
<td>Ease of access to the firm’s project staff <em>(firm’s physical availability to the City in terms of communication, conducting meetings, field work, and providing timely response as necessary)</em></td>
<td>5 pts</td>
</tr>
<tr>
<td>References <em>(references, past performance on projects of similar size and nature)</em></td>
<td>5 pts</td>
</tr>
<tr>
<td>Total</td>
<td><strong>100 pts</strong></td>
</tr>
</tbody>
</table>
5.2 Evaluation Process

A selection committee of individuals representing the Multi-Agency Project Team will evaluate the qualification submittals as submitted. The City reserves the right to award a contract solely on the written qualification submittal.

The City also reserves the right to request oral interviews with the highest ranked firms (a.k.a. "short list"). The purpose of these interviews is to allow expansion upon the written responses. The same evaluation criteria will be used for the interviews. The final selection will be based on the total of all evaluators’ scores. The highest ranked proposer(s) after scoring may be invited to enter into final negotiations with the City for purposes of contract award.

The selection committee may request additional information to be submitted and/or ask additional questions during the interview. The lead firm’s project manager shall be present for the interview. Each sub consultant’s key team member is encouraged to be present for the interview.

Section 6 – Selection Process

The firm with the highest total evaluation points may be invited to enter into contract negotiation with the City. If an agreement cannot be reached, the second highest ranked proposer may be contacted for negotiations. This process may continue until successful negotiations have been achieved. The City reserves the right to terminate negotiations with any proposer should it be in the City’s best interest.

Section 7 – Terms and Conditions

7.1 Equal Opportunity Employment

The successful Consultant(s) must comply with the City of Bellingham equal opportunity requirements. The City of Bellingham is committed to a program of equal employment opportunity regardless of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical or mental disabilities.

The City of Bellingham is also committed to complying with Title VI of the Civil Rights Act of 1964, that provides “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.”

7.2 Americans with Disabilities Act (ADA) Information

The City of Bellingham in accordance with Section 504 of Rehabilitation Act (Section 504) and the Americans with Disability Act (ADA), commits to non-discrimination on the basis of disability, in all of its programs and activities.
7.3 Insuurance Requirements
The successful Consultant(s) shall maintain insurance that is sufficient to protect the Consultant’s business against all applicable risks, as set forth in the City’s standard contract, a sample of which has been attached as Attachment B and incorporated by this reference.

7.4 Indemnification
The Consultant(s) shall hold harmless, defend, and indemnify the City and the City’s officers, agents, and employees against any liability that may be imposed upon them by reason of the Consultant’s failure to provide compensation coverage or liability coverage.

7.5 Business License
The Consultant(s) awarded a contract will be required to obtain and maintain a City of Bellingham Business License. [https://www.cob.org/services/business/pages/business-registration.aspx](https://www.cob.org/services/business/pages/business-registration.aspx)

7.6 Non-Collusion
Submital and signature of a submittal 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 Consultant has not induced others to submit a sham offer, or to refrain from proposing.

7.7 Compliance with Laws and Regulations
In addition to non-discrimination and affirmative action compliance requirements previously listed, the Consultant ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinance relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employer safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

7.8 Ownership of Documents
Any reports, studies, conclusions and summaries prepared by the Consultant shall become the property of the City.

7.9 Confidentiality of Information
All information and data furnished to the Consultant by the City, and all other documents to which the Consultant’s employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

7.10 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 becomes a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of the law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail or email if person has provided an email
address) and upon the written request of such person, received by the City within five (5) 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 City assumes no contractual obligations to enforce any exemption.

Section 8 – Inquiries

All respondents are requested to review this request carefully and to submit any questions concerning this RFQ, the City’s requirements or its evaluation process to Purchasing Office via the City’s procurement portal at www.ebidexchange.com/bellingham

Questions should be received no later than seven (7) calendar days prior to response submission deadline so that they can be addressed through the portal to ensure any necessary amendments can be published and distributed to plan holders to prevent receipt of a non-responsive solicitation.

No other City official, employee or department is empowered to speak for the City with respect to this RFQ. Any Information obtained from any other source shall not be considered binding and may disqualify your proposal.
ATTACHMENT A

Sample
Proposal Cover Letter

Letterhead or proponent’s name and address

Date

Subject: Request for Qualifications name
Request for Qualifications and City Project numbers
List any amendment nos. and dates

The enclosed is submitted in response to the above-referenced Request for Qualifications (RFQ). Through submission of this proposal we agree to all the terms and conditions of the Request for Qualifications.

We have carefully read and examined the Request for Qualifications and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Yours truly,

__________________________
Signature

Name: ____________________________

Type or print

Title: ____________________________

Legal name of proponent: ____________________________

Date: ____________________________
ATTACHMENT B

SAMPLE
AGREEMENT FOR CONSULTANT SERVICES
CITY OF BELLINGHAM –

The CITY OF BELLINGHAM, a first-class municipal corporation of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the “City”), and ________________________________ (hereinafter the “Consultant”), in consideration of the mutual covenants herein, agree as follows:

I. OBJECTIVE. The objective of this Agreement is (hereinafter the "Project" as further set forth in Article III. below).

II. RESPONSIBLE OFFICERS.

A. The City designates ______________ as its Project Manager for the Project. The Project Manager is the City's liaison officer to the Consultant for all purposes in carrying out the Project.

B. The Consultant designates ______________ as its Representative for the Project. The Consultant's Representative is its liaison officer to the City for all purposes in carrying out the Project.

III. SCOPE OF WORK UNDERTAKEN BY CONSULTANT AND PROJECT SCHEDULE.

Consultant agrees to carry out the following work (hereinafter "the Project") to the satisfaction of the Project Manager:
See Exhibit "A" attached and incorporated herein by this reference.

IV. PAYMENT.

A. The maximum payable to Consultant under this Agreement is $_____________, which amount shall be inclusive of any State sales tax payable by Consultant.

B. Payments to the Consultant will be made monthly for work done during the previous month, based on invoices submitted to the Project Manager. A short narrative progress report shall accompany each invoice, which report shall discuss any problems or potential causes for delay, with the status of the Project, amount of work completed, and other relevant information.

C. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City or any other governmental agency with jurisdiction for a period of three (3) years after final payment.

D. The basis for payment hereunder is: See Exhibit "B" attached and incorporated herein by this reference.

V. ADDITIONAL CONTRACT TERMS AND CONDITIONS.

If any additional contract terms and conditions are mutually agreed upon, they shall appear in a separate Exhibit C, attached hereto and incorporated by this reference.

VI. CHANGES AND ADDITIONAL WORK.
A. Upon request of the City, the Consultant shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefor.

B. The City may, at any time, by written order direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project, make other changes within the general scope of the services or work to be performed under this Agreement, or request other additional work not reasonably implied by the scope of work. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any service under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Consultant must assert any claim for adjustment under this section in writing within thirty days from the date of receipt by the Consultant of the notification of change.

VII. INFORMATION AND WORK PROVIDED BY THE CITY. Such data as is possessed by the City and is useful or necessary to the Consultant in order to carry out the Project shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. Except as specifically provided in this section, the City is not required to retain additional consultants, do research or obtain additional data for use by the Consultant at the City's expense.

Exceptions are as follows: None

VIII. CONSULTANT'S STUDIES, REPORTS AND WORK PRODUCT.

A. The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that
the City may pass critical judgment on the features of the work. Compliance with the foregoing provision shall not constitute additional work as described in this Agreement.

B. All documents, maps, and other materials of whatever kind prepared by the Consultant pursuant to this Agreement shall be deemed property of the City upon completion of the Project or termination of this Agreement. The Consultant may keep file copies of its work product but shall retain no other rights of ownership therein.

IX. TIME OF BEGINNING AND COMPLETION.

A. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the City's Project Manager. The completion time for all work under this Agreement shall be the Project schedule contained in the Scope of Work.

B. Established completion time is a material part of this Agreement and shall not be extended because of any unwarranted delays attributable to the Consultant. However, it may be extended by the City in the event of a delay attributable to the City or because of unavoidable delays caused by an act of God or other conditions beyond the control of the Consultant.

X. RELATIONSHIP OF THE PARTIES; SUBCONTRACTING.

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise
recover the full amount of such fee, commission, percentage, gift or contingent fee.

B. During the term of this Agreement, the Consultant shall not engage, on a full-time, part-time, or other basis, any professional or technical personnel who are, or have been at any time during the term of this Agreement, in the employ of the City (except regularly retired employees) without written consent of the City.

C. This Agreement is for the performance of professional services. The parties intend that the Consultant shall be an independent contractor in the performance of services rendered pursuant hereto. To this end, Consultant represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

D. Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may or might arise under the Workers Compensation Act on behalf of said employees while so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Consultant.

E. None of the services covered by this Agreement shall be subcontracted by the Consultant without the prior written consent of the City, executed by its Project Manager. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Consultant shall insert in each
subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

XI. CONFLICT OF INTEREST.

A. Consultant covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.

B. No members of the City government, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project shall have any personal interest, direct or indirect, in this Agreement.

XII. DISPUTE RESOLUTION, ATTORNEYS' FEES, AND APPLICABLE LAW.

A. The City and the Consultant shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Project or involves any defect in the work of Consultant, or its contractors or subcontractors. In the event of material disagreements between the City's Project Manager and the Consultant's Representative arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the Project Manager and the Consultant's Representative (or equivalent), all of whom shall use their best efforts to timely resolve the dispute.

B. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
C. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement without recourse to any principle of Conflicts of Laws.

XIII. TERMINATION.

A. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the Project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in its sole discretion.

B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof. Nothing herein prevents Consultant from being paid sums, duly documented, for work performed prior to termination.

C. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7)
days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Consultant shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Consultant in performing the Project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the Project work which has been performed to the date of termination. In no event shall the Consultant receive an amount based on anticipated profit on unperformed services or other work.

D. Upon receipt of a termination notice, the Consultant shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the City all data, drawings, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Consultant or its subconsultants may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant therefor. The City may thereafter, at its sole option, take over the work and prosecute the same to completion by whatever means it chooses. Consultant shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of services completed to the date of termination.

E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XIV. LEGAL RELATIONS AND INSURANCE.
A. The Consultant shall comply, and shall ensure its subconsultants comply, with all City ordinances and resolutions, and federal and state grant agreements and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.

B. The Consultant shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional tort, or breach of duty by the Consultant, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

C. In the event any claim, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Consultant or the Consultant's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of its agents and employees.

D. The Consultant specifically agrees to defend and indemnify the City from claims or suits brought by Consultant's own employees against the City. For this purpose, Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers’ compensation acts. This waiver has been mutually negotiated by the parties.

E. The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
F. Prior to execution of the Agreement, the Consultant shall file with the City appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein and which will be subject to approval by the City. In the event that the Consultant is unable, through no fault or neglect, to maintain such insurance, the City shall have the right to terminate the Agreement pursuant to paragraph XII after giving the Consultant a reasonable opportunity to find alternate insurance coverage acceptable to the City. All insurance policies shall be endorsed to require the insurer to provide thirty days’ notice of cancellation.

G. The Consultant shall require that all subcontractors obtain and maintain comprehensive general liability, professional liability and workers compensation insurance appropriate and applicable to the scope of work and services to be performed by such subconsultants. It shall be the responsibility of the Consultant to initially determine the appropriate and applicable insurance coverage, which will be submitted to the City for approval. The Consultant shall furnish to the City insurance certificates for all subcontractors.

H. The Consultant shall obtain and maintain the minimum limits of liability insurance set forth below. By requiring such minimum limits, the City shall not be deemed to have assessed the risks which may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems it appropriate and prudent, maintain greater limits. The insurance of the Consultant shall be primary and non-contributory with any insurance for which the City is a named insured. The City and its officials and employees shall be named as additional insureds on all liability insurance policies (together with the required endorsement), except professional liability insurance. Said insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Such policies shall provide the coverage required as follows for any and all occurrences arising out of the Consultant's performance under this Agreement:
1. Broad form Commercial General Liability, affording limits of liability of $1,000,000.00 per occurrence for bodily injury, personal injury, and property damage and $2,000,000.00 in the aggregate.

2. Automobile liability affording limits of liability of $1,000,000.00 as a combined single limit per accident for bodily injury and property damage.

3. Professional liability insurance, affording limits of liability of $1,000,000.00 in the aggregate covering all professional activities performed under this Agreement. If the insurance maintained by the Consultant is maintained on a "claims made" basis rather than an occurrence basis, said insurance shall be continued by the Consultant until at least five years after the date of the completion of the Project.

4. Workers Compensation coverage as required by the laws of the State of Washington.

Except with regard to Professional Liability Insurance and Workers Compensation coverage, all insurance coverages required under this Agreement shall include a waiver of subrogation against the City for losses arising from work performed by the Consultant.

XV. ASSIGNMENT. The Consultant shall not sublet or assign any of the work covered by this Agreement without the prior, express written consent of the City.

XVI. ENDORSEMENT ON PLANS. If this Agreement involves design for a construction project, the Consultant shall place the endorsement of a licensed engineer or architect on all plans, specifications, estimates or any other design data Consultant furnishes. In any event, all materials prepared by the Consultant hereunder are property of the City, and Consultant retains no right of ownership or copyright therein.
XVII. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Consultant agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Consultant shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVIII. COMPLIANCE WITH LOCAL LAWS: The Consultant shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

XIX. EFFECT OF ACCEPTANCE OF THE WORK. Approval of plans, specifications or other documents shall not constitute nor be deemed a release of the responsibility of the Consultant, its employees, subcontractors, or agents for the accuracy and competency of their work, nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the work prepared by the Consultant, its employees, subcontractors, or agents.

XX. ACCOUNTING AND AUDIT: The Consultant agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

XXI. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Bellingham
     210 Lottie Street
     Bellingham, WA  98225

Attn:

Consultant:

Attn:
XXII. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this _______ day of ______________________, 20___, for the Consultant.

________________________________________
Authorized Signature

________________________________________
Printed Name and Title

EXECUTED, this _______ day of ______________________, 20___, for the CITY OF BELLINGHAM:

Departmental Approval:

________________________________________

2.1 Mayor Department Head

Attest: Approved as to Form:

________________________________________

Finance Director Office of the City Attorney
EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICE

SCOPE OF WORK
&
WORK BREAKDOWN STRUCTURE
EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES
ADDITIONAL CONTRACT TERMS AND CONDITIONS

I. TRAVEL AND OTHER EXPENSES. If business travel & other expenses are authorized, the following additional terms and conditions apply:

Travel & Other Expenses. The City shall reimburse Consultant for reasonable travel and specifically negotiated expenses incurred by Consultant, its officers, employees, agents and contractors in connection with performance of the services as agreed to by the City and Consultant, which have been outlined in the scope of work. Any such expenses shall adhere to IRS published rates located at: www.gsa.gov and shall be subject to the following guidelines:

1. No mark-ups of reimbursable expenses for primary and sub-contractors will be paid by the City. Mark-ups are when a certain percentage is added to reimbursable expenses.
2. Meal reimbursement is to be paid at published IRS Per Diem rates (covering breakfast, lunch and dinner) in effect at the time of expenditure. Gratuities may be added to the Per Diem cost but may not exceed 20%. No alcohol is authorized.
3. Airfare shall be regular coach. No upgraded tickets are authorized.
4. Lodging should reflect the corporate or government rate for single room for one person. In general, lodging costs should be limited to rates that would be available to stays at Bellingham hotels of a mid-range (three stars) or less.
5. No entertainment expenses are authorized, such as in-room movies, sporting or theatrical events tickets.
6. To be eligible for reimbursement, any request expenses (except per diem meals) must be supported by receipts and supporting documentation outlining the details of the expense, per standard accounting practice (GAAP).

II. OWNERSHIP OF WORK PRODUCT. If software or SaaS is to be provided, the following additional terms and conditions apply:

Ownership of Work Product. In performance of the Consultant's obligations under this Agreement, the City may receive access to intellectual property (including, but not limited to, know-how and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the City and the Consultant agree as follows:

A. Intellectual Property (other than derivative works of the CITY’s Intellectual Property) developed in connection with this Agreement shall be owned by the Consultant;
B. Upon payment of all amounts due under this Agreement, the Consultant shall be deemed to have granted the City a non-exclusive, worldwide, royalty-free license as to the deliverables identified in the Scope of Work. This includes any licenses made available to the City that are being offered under a Software as a Service (SaaS) subscription model based upon an annual renewal term. The City shall have the right to make, use, disclose, configure, display, and perform publicly such work for its own internal, non-commercial uses.