



Whatcom Transportation Authority

REQUEST FOR QUALIFICATIONS

MECHANICAL ENGINEERING SERVICES

#2010-100

PROPOSAL RELEASE DATE:

Friday, April 9, 2010

PROPOSAL DUE DATE:

Wednesday, April 28, 2010

12:00 p.m. PDT

Whatcom Transportation Authority

**4111 Bakerview Spur
Bellingham, WA 98226**

Phone (360) 676-6843

Fax (360) 527-4868

REQUEST FOR QUALIFICATIONS

Whatcom Transportation Authority
4111 Bakerview Spur
Bellingham, WA 98226
Attn: Larry Kalb

Telephone: (360) 715.4507
e-mail: procurement@ridewta.com

Request for Qualifications

Proposal No: 2010-100

Date Out: April 9, 2010

Submit to: WTA Procurement

PROPOSER'S STATEMENT:

OUR PROPOSAL IS ATTACHED HERETO.

Proposals are requested for:

We agree to keep this offer open for 60 calendar days from date of solicitation closing.

Mechanical Engineering Services

THE FOLLOWING REQUIREMENTS AND CONDITIONS SHALL BE CONSIDERED AN ESSENTIAL PART OF THE SOLICITATION. THIS STATEMENT OF QUALIFICATIONS MUST BE DELIVERED BEFORE THE FOLLOWING CLOSING DATE AND TIME:

12:00 p.m. PDT, on Wednesday, April 28, 2010

FIRM: _____

BY: _____
(Type or print your name)

Whatcom Transportation Authority reserves the right to accept or reject any and all statements of qualifications (SOQ), or any item or part thereof, or to waive any informality in SOQs.

ADDRESS

ALL VERBAL MODIFICATIONS OF THESE CONDITIONS ARE VOID AND INEFFECTIVE FOR SOQ EVALUATION PURPOSES. ONLY WRITTEN CHANGES ISSUED BY THE WHATCOM TRANSPORTATION AUTHORITY PROCUREMENT MANAGER IN THE FORM OF ADDENDUM ARE AUTHORIZED AND BINDING.

SIGNED BY: _____
(Authorized Signature)

TITLE _____

PHONE NO. (_____) _____

FAX NO. (_____) _____

**Please read carefully.
Sign and Return this Request for Qualifications as your offer.**

**WHATCOM TRANSPORTATION AUTHORITY
REQUEST FOR QUALIFICATIONS**

**Mechanical Engineering Services
RFQ #2010-100**

Whatcom Transportation Authority (WTA) is a municipal corporation with administrative offices located at 4111 Bakerview Spur, Bellingham, WA 98226.

1. REQUEST FOR QUALIFICATIONS

Whatcom Transportation Authority is seeking Statement of Qualifications from qualified professional engineering firms to perform Mechanical Engineering Services.

The purpose of this Request for Qualifications (RFQ) is to select the most qualified firms for placement on a Roster that will be used to select firms for future assignments. Each firm selected for the Roster will sign an On-Call Contract for the specific A & E discipline(s) as described on page 9, Scope of Work. The Roster Contract will not include any specific scope of work.

As work assignments arise, WTA will select a firm from the Roster based upon WTA's determination of which firm most closely meets the requirements of the particular assignment, consistent with WTA's Procurement Policies, taking into account such factors as firm specialization, personnel and availability. WTA will then notify the firm and negotiate the scope of work and compensation, to be formalized in a Work Order to the On-Call Contract.

WTA reserves the right to enter into Interlocal Agreements with other governmental agencies that may be authorized to use WTA's Consultant Roster Program. Under such agreements, Consultants selected for the Roster Program may also be eligible for selection to perform work by these authorized agencies.

The initial term of the Roster to be created by this RFQ shall be three (3) years. At WTA's option, a Change Order may be executed extending each On-Call Contract for up to two (2) additional one-year periods, along with appropriate adjustments in compensation. In submitting a Statement of Qualifications (SOQ) to be considered for the Roster Program, the firm understands that there is no guarantee of any work or dollar amount under any On-Call Contract resulting from this RFQ.

Visit our website at www.ridewta.com to obtain a copy of the RFQ. If you are unable to download the RFQ, you may call Larry Kalb at 360.715.4507.

2. INFORMATION TO BE PROVIDED IN YOUR SOQ

To be considered responsive to this RFQ and to facilitate evaluations, SOQs should address and be organized in the order of the outline given below and include the following information. Please submit 4 copies of your SOQ. SOQs should be limited to a total of 10 pages in not less than 11 point type (cover letter, resumes and other required attachments are not included in the page limitation).

Each SOQ must have the completed Cover Page (see page 10) and a cover letter briefly summarizing the firm's qualifications and past experience relevant to the scope. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

SOQ Outline:

- a) Cover Page (see attached)
- b) Cover Letter
- c) Evidence of Firm's or Team's Ability to Perform Services: (relates to Evaluation Criteria)
 - i) Outline your firm's experience on the scope of work required for the appropriate discipline.
 - ii) If it is your firm's practice to have any specific sub-category(ies) of the Scope of Work, as described in Section B of this RFQ, performed by sub-consultant(s), please identify the sub-consultant(s) you anticipate using for a Roster Contract, indicate their specific role(s), and outline their experience on similar or related work.
 - iii) Describe your firm's overall approach, including organization and work tasks necessary to accomplish the objectives.
 - iv) Describe your quality control process.
 - v) Provide a list of key personnel, including sub-consultants (see sub-section c.ii above) indicating the specific role of each, and clearly identify the Project Manager. Provide a professional résumé for each of the named key personnel, indicating the extent of his/her experience with similar work. Each of the key personnel suggested for use on projects to be assigned under a Roster must have current professional registration or certification and, if applicable, be currently licensed with the State of Washington.
- d) Knowledge of Applicable Standards, Codes & Ordinances: (relates to Evaluation Criterion 2 on Page 5)
 - i) State or demonstrate your firm's knowledge and expertise in standards, codes and ordinances relating to performing the applicable services within the city of Bellingham
 - ii) State or demonstrate your firm's knowledge and expertise in the applicable standards, codes, ordinances, etc., for the discipline you are applying for, such as, but not limited to the following:
 - (1) Uniform Building Code; International Building Code; (Residential, Mechanical, etc.)
 - (2) Washington Ventilation and Indoor Air Quality Standards.
 - (3) ASHRAE Standards
 - (4) LEED Certification
 - (5) Note any activity in societies and/or institutes which would aid you or your firm in maintaining current state of the art expertise in your field.
 - (6) Attachments:
 - (1) Résumés: Include resumes of all key personnel that will work directly with or on WTA projects.
 - (2) References : Provide two recent references (name and current contact information) who may be contacted concerning your firm's performance on the discipline for which you are submitting a SOQ.

3. EVALUATION CRITERIA

Basic Eligibility: The successful firm must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful firm must not be debarred, suspended, or otherwise ineligible to contract with WTA, and must not be included on the General Services Administration's "List of Parties Excluded from Federal Procurement and Non-procurement Programs".

Consultants' SOQs will be evaluated based on the criteria listed in this section. In preparing your SOQ to WTA, it is important to clearly demonstrate expertise in the areas described in this document. Because multiple areas of expertise may be required for successfully performing projects under this Roster, the Consultant may, either through in-house staff or sub-consultants, demonstrate expertise and have available adequate quantities of experienced personnel in all of the areas described.

Consultants are encouraged to identify and clearly label in their SOQ how each criterion is being fully addressed. Evaluation of responses to this RFQ will be based only on the information provided in the SOQ, and if applicable, interviews, and reference responses. WTA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials beyond those requested, those materials should be included in a separate section of the SOQ.

Payment Requirements: Firms should be aware that WTA will only make payments on the contract issued under this RFQ after the work being billed has been completed, and will pay reimbursable expenses to the consultant only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the consultant who must have the capacity to meet all project expenses in advance of payments by WTA.

Approval of Sub-Consultants: WTA retains the right of final approval of any sub-consultant of the selected firm who must inform all sub-consultants of this provision.

Utilization of Selected Firms: WTA does not guarantee utilization of contracts resulting from this RFQ. Actual utilization will be based upon demand for services or other factors deemed important to WTA. Any work under a Roster Contract will be by Work Order to that Roster Contract.

Documents Produced: All construction drawings, reports, specifications, and other documents produced under contract to WTA must be submitted to WTA in both hard copy and a digital format that meets WTA's requirements, using Microsoft Office or AutoCAD products in an IBM-compatible format. All documents and products created by the consultant and their sub-consultants shall become the exclusive property of WTA.

Other Contracts: During the original term and all subsequent renewal terms of the contract resulting from this RFQ, WTA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFQ.

Funding Availability: By responding to this RFQ, your firm acknowledges that for any contract signed as a result of this RFQ, the authority to proceed with the work is contingent upon the availability of funding.

Federal or State Funded Projects: Should your firm participate in a Federal or State funded project, you agree to abide by any and all Federal or State contracting and procurement guidelines.

The following criteria with a point system of relative importance with an aggregate total of one hundred points will be utilized to evaluate each SOQ:

Evaluation Criteria		Weighting (Max. Points)
1	Previous Experience with Data Center HVAC and fire protection modifications.	25
2	Familiarity with Industrial shop mechanical systems including compressed air, lubricant piping, exhaust ventilation, handling of potentially noxious dusts and fumes, familiarity with the standards for potentially hazardous area	20
3	Experience with re-commissioning and energy conservation efforts	20
4	Previous Experience with Johnson DDC Controls	15
5	References	20
Maximum Total Points		100

A Committee of WTA employees will review the submittals. Selected firms may be invited for interviews. SOQs will be scored based upon the selection criteria above. A roster will be created of qualified providers. Initial contracts will be one year with options to renew up to five years.

Upon evaluation of proposals, those Proposers deemed to be within the competitive range may be invited to make a presentation to the evaluation committee. The purpose of this meeting will be to clarify and further investigate the services to be provided by the prospective Proposer.

Based on its evaluation, the panel will make a recommendation to WTA’s General Manager (or other personnel as may be designated) to place qualified firms on a Roster. As needs arise, WTA will contact firms on the Roster and after the selection process, will negotiate a scope of work and compensation with the selected firm, formalizing the agreement in a Work Order to an On-Call Contract for the services. If WTA and the firm are unable to successfully negotiate the terms of a Work Order, WTA reserves the right to contact another or other firms on the Roster with which to negotiate a Work Order.

4. SCOPE OF SERVICE DEVIATIONS

Should Proposers be unable to meet all of WTA’s requirements as outlined in the attached Scope of Services, Proposers shall clearly indicate any such deviations from these requirements at the beginning of the proposal, and explain in detail why the proposed alternative item of service is equal to or better than the requirements requested by WTA.

5. THE WTA RESERVES THE RIGHT TO:

Reject any or all proposals, to waive informalities or irregularities in the proposal submission process, to negotiate further with those Proposers within the competitive range, and to award a contract based not necessarily upon lowest proposed price, but in the best overall interest of WTA. WTA also reserves the right to increase or decrease the amount of services listed in the scope of service for a fairly negotiated price.

6. CHANGES

Any changes to the RFQ or scope of services prior to the proposal closing date will be made by addendum. All parties receiving the initial RFQ package will be notified by email of any change(s) made as timely as possible.

7. PROTEST PROCEDURES

The WTA maintains a set of Proposer protest procedures. If any Proposer desires this information, it may be obtained by calling: Larry Kalb, Finance Department Assistant at 360.527.4507 or e-mail: procurement@ridewta.com.

8. DIVERSITY AND EEO

WTA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit SOQs. WTA is committed to ensuring that all firms regardless of race, color, sex or national origins have equal opportunity to participate in WTA contracts. WTA is an Equal Employment Opportunity (EEO) organization which does not discriminate on the basis of race, religion, color, sex, age, marital status, nation origin, or the presence of any sensory, mental, or physical disability in consideration for a contract award. The successful Proposer will be required to comply with all EEO Federal, State and local laws and regulations.

9. INSURANCE

The following are the insurance requirements that will be included in the On-Call Contracts executed based on this RFQ. Proof of insurance will not be required until such time as work is assigned by Work Order to the Roster Contract.

General Requirements:

- a) Prior to undertaking any work assigned by Work Order under this Contract, the Consultant shall procure and maintain continuously for the duration of this Contract, at no expense to WTA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Consultant, its agents, representatives, employees and/or subcontractors.
- b) The Consultant's insurance shall be primary as respects WTA, and any other insurance maintained by WTA shall be excess and not contributing insurance with the Consultant's insurance.
- c) Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
- d) Failure of the Consultant to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of WTA, will be cause for such action as may be available to WTA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

Required Insurance Coverage:

The following are the types and amounts of insurance coverage that must be maintained by the Consultant during the term of any Work Order to this Contract. The Consultant must provide acceptable evidence of such coverage prior to beginning work on any Work Order under this Contract.

- a) Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:
 - 1. \$1,000,000 each occurrence, and
 - 2. \$2,000,000 aggregate
- b) Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Roster Contract.
- c) Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage: \$1,000,000 each accident.
- d) Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage: \$1,000,000 combined single limit coverage.
- e) Professional Liability Insurance. A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional error, act, or omission arising out of the scope of services shown in the Roster Contract and/or associated Work Orders, with the following minimum coverage: \$1,000,000 per Claim/Aggregate.
- f) If the Professional Liability Insurance policy is written on a claims-made form, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three years from the date of completion of the work authorized by the Roster Contract. If the Consultant is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by WTA.
- g) Workers Compensation. A policy of Workers Compensation. The Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
- j) Additional Insured Endorsement: The WTA must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Consultant. A policy endorsement (form CG2010B or equivalent) must be provided to WTA as evidence of additional insured coverage.
- k) Proof of Insurance and Insurance Expiration:
 - i) The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract when work is assigned by Work Order. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
 - ii) The Consultant shall include all subcontractors at any tier as insureds (except for Professional Liability insurance). Alternatively, the Consultant shall:
 - (1) Obtain from each subcontractor not insured under the Consultant's policy(s) of insurance, evidence of insurance meeting the requirements of this Roster Contract, and

- (2) Maintain such evidence on file for a period of one year after the completion of this Roster Contract and, upon request, submit such evidence to WTA for examination, and
- (3) Ensure that the Consultant's coverage of subcontractors under the Consultant's policies is not excluded by any policy provision or endorsement.
- iii) The Consultant's insurance shall not be reduced or canceled without thirty (30) days prior written notice to WTA. The Consultant shall not permit any required insurance coverage to expire during the term of this Roster Contract.
- iv) WTA reserves the right to require complete, certified copies of all required insurance policies at any time after work is assigned by Work Order and for the duration of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

Carrier Review and Approval Authority:

Insurance policies, deductibles, self-insured retentions, and insurance carriers may be subject to review and approval by WTA. All insurance shall be carried with companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of WTA's Risk Manager.

10. Contract

Attached is a sample contract to be executed with the successful Proposer. It is unnecessary for Proposers to sign and return the contract with the proposal, **however Proposers should note applicable provisions relating to this Request for Qualifications contained therein and submit any proposed language changes no later than ten (10) days prior to proposal due date.**

11. No Proposal Form

Prospective Proposers choosing not to submit proposals are requested to e-mail procurement@ridewta.com of your intent.

12. For Further Information

Please contact Larry Kalb, (360) 715.4507 or e-mail: procurement@ridewta.com.

SCOPE OF WORK FOR MECHANICAL ENGINEERING SERVICES

The selected Consultants shall have qualifications and experience to perform Mechanical Engineering services. This shall include, but is not limited to surveys and assessments of conditions affecting performance of existing building services and design and installation of new systems, with emphasis on specialty system design and retrofit for occupied buildings, including but not limited to:

- 1) Compressed air systems and distribution piping
- 2) Fire protection
- 3) Heating, ventilating and air conditioning equipment(HVAC), instrumentation and controls especially as related to Data Centers
- 4) Air distribution
- 5) Air quality control systems
- 6) Cost estimating
- 7) Preparation of construction and permit documents
- 8) Assistance with bidding and contractor selection
- 9) Construction management

Selected Consultants shall have all personnel, materials, and equipment and offer the services necessary to perform and accurately record the work described above. Sub-consultants may be allowed for portions of the work on a case-by-case basis. Consultant personnel, including sub-consultants if applicable, shall have the technical knowledge and skills to professionally perform the work as well as current professional registration or certification in the State of Washington.

CONSULTANT TO PROVIDE:

- 1) Review of test results, recommend additional testing or equipment modification, if advisable.
- 2) Equipment selection, design, drawings, specifications, and professional support sufficient to obtain bids for complete functioning installation.
- 3) Design and specification of electrical and control system modifications as needed to support the recommended mechanical solutions.
- 4) Assistance in acquiring any required permits.
- 5) Recommendations for work plan to provide temporary cooling plan, and other support as needed to maintain 100% uptime of data center during this project.
- 6) Bid phase support.
- 7) Standard construction phase support including review of submittal and shop drawings, responding to RFIs, resolving field issues, acceptance inspection and production of as-built drawings.

WTA TO PROVIDE :

- 1) Field testing and documentation of condition of existing units.
- 2) As-Builts and Owner's Manual documentation of existing conditions.

STATEMENT OF QUALIFICATIONS (SOQ) COVER PAGE
For WTA's
Mechanical Engineering Services Roster
Solicitation No. 2010-100

Firm Name:	Firm Address:	Contact Person:	Title:
Telephone Number:	Fax Number	e-mail address:	

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<input type="checkbox"/> Knowledge of Applicable Standards, Codes & Ordinances	----

Attachments:
Résumés
References

NOTE: Use this page as a cover for your submittal. SOQs are limited to a total of ten (10) pages in not less than 11- point type.

This cover page, cover letter, and résumés are not included in this page limit.

SOQs are to be stapled in the top left corner with no other bindings or binder.

Appendix A

Anticipated WTA Projects

TASK ONE: SHOP BAY THREE UPFIT & VEHICLE EXHAUST HOSE REELS AND LUBE REELS

Problem Statement:

- Fleet workload has expanded to the point that bay three is needed as a service bay.
- Bay three does not have the needed support features, especially exhaust hose reels, and secondarily, lube reels

Desired Outcomes:

- Installation of two Motorized Exhaust hose reels fitted with six inch high heat hose located at northwest and southeast diagonal corners of bay three. Pendant control and DDC interlock/supervision of each of the two hose reels. Interlock to start vehicle exhaust fan when hose reel is deployed and to allow only one reel to be deployed at a time. Connect both reels to existing shop vehicle exhaust system, incorporating them into existing numbering and controls schemes.

- Installation of a bank of five lube/service reels, with hoses and metered dispensing nozzles located on a pendant at the center line of bays 2 and 3 to dispense Engine Oil, Engine Coolant, Automatic Transmission Fluid, and Chassis Grease and Gear Oil. Provide new copper piping tied to existing lube product dispensing system.

TASK TWO: SHOP WORKROOM RECONFIGURATION

Problem Statement:

The WTA was recently awarded a grant to acquire a diesel particulate filter cleaning system. The system consists of a compressed air powered filter cleaning machine, a manometer based flow test stand, a dust collection unit and a kiln, together with related ducting and exterior exhaust. Due to changes in fleet needs, the existing brake rebuild shop will be reconfigured and re-purposed to support this application.

Desired Outcome:

Rearrange floor plan of existing brake shop to accommodate added equipment. Verify service requirements of equipment and proposed penetrations and points of connection. Coordination provision of utilities, including electrical and compressed air as needed to support the application. Identify any needed modifications to the compressor system identified in Task Three. Provide for motor starters, controls and specialty outlets as needed.

TASK THREE: LUBE/COMPRESSOR ROOM

Problem statement:

- Room contains twin 20HP air compressors and related drying units.
- Room is also used for bulk storage of lubricants and greases.
- During the summer of 2009 there was a prolonged period of excessively high temperatures, in excess of 100 degree F, to the point of being an occupational hazard.
- Portion of existing relief grill ventilation blocked by fluids tank.
- A new process is being added on the shop floor which will increase compressor run time, and make it more frequent that both compressors will run at one time.

Testing – Questions:

- Is heater control adequate? UH-3, Reznor SCA 100. Gas fired 100,000 btu input.
- Is the existing fan correctly sized? EF 7 Greenheck CW-90-g 517 cfm.
- Are the fan and heater controls adequate?
- Are there significant parameters in the space that should be monitored but are not?
- Is there an issue with providing sufficient make-up air for the air compressor system?

Desired Outcomes

- Keep temperatures within an acceptable work place standard: e.g., under 85 degrees F.
- Provide sufficient make-up air for air compressor system.
- Provide sufficient outside air to maintain safe work environment.
- Tie operation and monitoring into existing building DDC system.

TASK FOUR: COMPUTER ROOM UNIT AIR CONDITIONER

EXISTING EQUIPMENT

- **Primary Cooling:** CARRIER FAN COIL SPLIT SYSTEM
Condensing Unit: CU-1 Carrier 28AN -012 -3 11,700 BTU
Fan Coil: FC-1 Carrier 40QNB012-3 11,700 BTU 245 CFM
- **Secondary Cooling:** ROOFTOP AIR CONDITIONER #1; (RAC #1)
As Zone 2-1 on, the main building air handler, fed 840 CFM through one VAV fan-powered box during RAC-1 occupied run times. Fed 350 CFM through the VAV fan-powered box during RAC-1 unoccupied run times.

Problem Statement:

- Connected load in the data center has grown significantly since moving to MOAB in April 2002.
- Data Center runs hot in the summer time.
- Data Center overheats when RAC #1, the main building unit, goes into night shut down.
- RAC #1 runs more hours and runs harder to provide secondary cooling to the computer room.
- Data Center needs cooling when the balance of the building needs heat.
- Electrical and natural gas use at the facility as a whole has increased sharply, both daily use and demand use as a result.

Desired Outcomes:

- Verify the need to upsize the existing dedicated unit air conditioner.
- Analyze current and projected cooling load.
- Using Life Cycle Costing analysis, determine the lowest net cost method to meet cooling need.
- Make equipment and controls recommendations consistent with the LCC findings above.
- Reduce run time on main system.
- Tie operation and monitoring of any new equipment into existing Johnson MetaSys building DDC system.
- Maintain 100% uptime of the data center.

Additional Work: Currently fire protection for the data center is provided by a wet pipe sprinkler system. The plenum space above the data center is also fire protected by wet pipe sprinkler system. This presents a risk of water damage and electrocution hazard in the event of a fire, earthquake or pipe leak. Evaluate alternate methods of providing fire protection. Provide a conceptual design and cost estimate for this purpose.

TASK FIVE: CONSERVATION AND RECOMMISSIONING ASSISTANCE

Upon completion of Tasks One through Four, the WTA may ask the Consultant to assist in conservation and re-commissioning activities at its various locations. The WTA has set a goal of reducing utilities use by 10% in 2010. The Consultant may be asked to suggest conservation opportunities, design energy savings measures, or mentor a re-commissioning program, depending on the specific opportunities identified.

Appendix B

**RECEIPT OF ADDENDA
Mechanical Engineering Services**

RFP # 2010-100

Addendum No.	Date of Receipt	Signed Acknowledgment

Note: Failure to acknowledge receipt of addenda may be considered as non-responsive to the Request for Qualifications

Please attach this Receipt of Addenda to your submittal.

Appendix C
SAMPLE CONTRACT

THIS AGREEMENT is made and entered into this (DATE), by and between WHATCOM TRANSPORTATION AUTHORITY, a Washington municipal corporation, hereinafter referred to as "WTA", and Contractor, hereinafter referred to as "Contractor".

1.1 PERFORMANCE

- A. The Contractor agrees, with the execution of this contract, to provide the WTA with mechanical engineering services.
- B. All performance must be completed in strict accord with the Contract Documents, as defined below.

1.2 DEFINITIONS/INTERPRETATION

For the purposes of this contract and any additional instruments which may become a part of this contract, the terms "Contractor", "Supplier", "Seller" and "Vendor" shall be interchangeable. The terms "Buyer", "Purchaser", "Owner", "Grantee", "Procuring Agency", "WTA" or "Whatcom Transportation Authority" shall be interchangeable.

1.3 CONTRACT DOCUMENTS

This Agreement, the Request for Qualifications, Scope of Work, conditions, addenda and modifications and the Contractor's proposal (to the extent consistent with WTA's documents) constitute the Contract Documents and are complementary. Specific Federal and State Laws, and the Terms of this Agreement, in that order respectively, supersede other inconsistent provisions.

1.4 MODIFICATIONS

The WTA may modify this contract and order changes in the work to be performed under this contract whenever it shall be deemed necessary or advisable to do so. The Contractor shall accept such modifications when ordered in writing by the Contracting Officer. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price, delivery schedule, or other terms, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change.

Notwithstanding, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this contract, if the facts justify such action. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

1.5 TERMINATION

- A. Termination for Convenience. WTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, in accordance with the terms of this Agreement, up to the time of termination. The Contractor shall promptly submit its termination

claim to the WTA Purchasing Manager for final payment to the Contractor. If the Contractor has any property in its possession belonging to WTA, the Contractor will account for the same, and return it to WTA or dispose of it in the manner WTA directs.

- B. Termination for Default, Breach or Cause. If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, WTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract subject to setoff for damages caused to WTA. If it is later determined by WTA that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, WTA, after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- C. Opportunity to Cure. The WTA in its sole discretion may, in the case of termination for breach or default, allow the Contractor an appropriate period of time, as determined by the WTA, in which to cure the defect of goods or services. In such case, the notice of termination will state the nature of the breach or default, the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to the WTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the stated period of time for remedy, the WTA shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude WTA from also pursuing all available legal remedies against the Contractor and its sureties for said breach or default.
- D. Waiver of Remedies for any Breach. In the event that the WTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by the WTA shall not limit the WTA's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

1.6 TIME OF PERFORMANCE

The Contractor shall commence work under this contract effective DATE and shall continue in good faith and effort until contract expenditures meet \$50,000.00 annually or December 31, YEAR, whichever comes first. At WTA's discretion, two (2) one-year option periods, with annual expenditures not to exceed \$50,000.00 may be exercised beyond the original contract term.

1.7 DELIVERY EXTENSION AND DELAYS

The WTA reserves the right, in its sole discretion, to extend the time for performance of the services contemplated by this Agreement. No delay shall be granted in connection with the acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents.

1.8 RESOLUTION OF DISPUTES OR BREACHES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the contracting officer. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written

appeal to the Executive Director. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

1.9 INDEMNIFICATION / HOLD HARMLESS

- A. Indemnification. The Contractor shall defend, indemnify and hold WTA, its agents, officers and employees harmless from any and every claim and risk and all losses, damages, demands, suits, judgments, and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons(s) and/or on account of all property damages of any kind, whether tangible or intangible, including loss of use connected with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property, employees, or agents, upon or in proximity to the property of the WTA, or any other property upon which the Contractor is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of the WTA, its officers, employees, and agents.
- B. Notice. WTA will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through counsel to defend same and will give all needed information, assistance and authority to enable the Contractor to do so.
- C. Lawsuit. If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the WTA, its officers, agents, employees, and volunteers, the Contractor shall pay the same.

The duty to defend, indemnify and hold WTA, its agents, officers and employees harmless as set out herein and in paragraphs B and C shall apply to every claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees, and other expenses of any kind, for injury, death or incapacity of an employee of Contractor. In this limited context, Contractor specifically waives any limitations and protection afforded by the Washington State Industrial Insurance Act, RCW Title 51.

If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the WTA, its officers, agents, employees, and volunteers, the Contractor shall pay the same.

1.10 SUIT OR ACTION

The Contractor shall give WTA immediate notice of any suit or action filed or prompt notice of any claim made against WTA arising out of the performance of this contract. The Contractor shall furnish immediately to WTA copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of WTA to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim.

1.11 SUBCONTRACTOR INDEMNIFICATION/HOLD HARMLESS.

Further, the Consultant agrees that it will require its sub-consultants retained to perform services under this agreement will likewise hold harmless and indemnify the WTA against the sub-consultants' negligent acts, errors or omissions and the sub-consultants will name the WTA as an additional insured on their general liability insurance policy and a copy will be provided to the WTA. All terms and conditions contained in this Contract shall be binding upon the Contractor's subcontractors. The Contractor shall enter into contracts with its subcontractors and these contracts shall contain these terms and conditions.

1.12 PAYMENT

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the price(s) stipulated herein for services rendered and accepted, less deductions, if any, as herein provided. The Contractor will send their invoice to:

Whatcom Transportation Authority
Accounts Payable
4111 Bakerview Spur
Bellingham, WA 98226

Payment terms are net 30 from receipt of invoice.

A. Covenant against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, WTA shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

B. Payment Does Not Imply Acceptance of Work

The granting of any progress payment or payments by WTA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace work or material which does not conform to the contract documents, though the character of such work or material may not have been apparent or detected at the time such payment was made.

Materials, components, or workmanship which do not conform to the instructions or their contract requirements and specifications, or are not equal to the samples submitted to and approved by WTA, will be rejected and shall be replaced by the Contractor without delay.

1.13 ADJUSTMENTS

The WTA will pay the Contractor per his invoice as adjusted according to additions and deletions such as are explained under 'Change Orders' and 'Washington State Sales Tax' herein. Funds withheld and processed pursuant to these provisions shall not give rise to any rights in a Contractor to additional payments because they were not received. Payment will be made upon final acceptance by the WTA.

1.14 REIMBURSEMENT FOR SERVICES

All payments under this Contract are considered reimbursement for services and items rendered. Each request for payment herein is to be submitted in the usual form of a claim for services rendered which claim shall be supported by detailed documentation of the services actually performed so as to comply with auditing requirements. Payment shall be upon approved claim and in accordance with customary procedures.

1.15 UNIT PRICE PAYMENT

Unit Price Payments shall be based upon the unit price proposal as adjusted, except as may be modified by written change order.

1.16 INSURANCE AND/OR BOND

A. The Vendor shall purchase from and maintain in a company or companies lawfully authorized and admitted to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to WTA, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on its own operations and vehicles on Work the Vendor may subcontract or sublet to others, in no less than the amounts specified in Section 9. This insurance will name WTA, the Vendor, its consultants and employees, and any required governmental agencies as additional insured for Work performed under this Contract; the Vendor's policy shall be designated primary coverage for both defense and indemnity, and any WTA policies or self insurance funds shall be excess.

1.17 TAXES

If applicable, sales tax on this contract as determined by the Washington State Department of Revenue will be added to the amounts due and the Contractor will be responsible for making payment of the tax to the State of Washington. All other taxes are the sole responsibility of the Contractor.

1.18 TITLE VI CIVIL RIGHTS REQUIREMENTS

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. #2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. #6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. #12132, and Federal transit law at 49 U.S.C. #5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. #2000e, and Federal transit laws at 49 U.S.C. #5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. #623 and Federal transit law at 49 U.S.C. #5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. #12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.19 DELEGATION AND ASSIGNMENT

Neither party to this Contract may delegate the performance of any obligation to a third party unless mutually agreed in writing. This Contract cannot be assigned without the written consent of the other party, but all claims for overcharges of goods or other anti-trust violations in connection with this contract are assigned to the Whatcom Transit Authority. The Contractor warrants that its suppliers will also assign any such claims.

1.20 ACCESS TO RECORDS

The Contractor agrees to provide WTA, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined in 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The Contractor also agrees to permit any of the foregoing parties (at their

costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview Contractor's employees during work hours on the job.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until WTA, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.21 COMMUNICATIONS

In cases where communication is required between the Contractor and WTA, such as further information, furnishing of specifications, or obtaining approval of proposed work, such communications from the Contractor shall be forwarded directly to:

**Director of Fleet and Facilities
4111 Bakerview Spur
Bellingham, Washington 98226**

1.22 CONFLICT OF INTEREST

No employee, officer, or agent of WTA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. the employee, officer, or agent;
- B. any member of his immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

1.23 MERGER

This Agreement represents the entire Agreement among the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, shall not be affected by reference to any other documents. Neither this Agreement nor any provision hereof may be amended, modified, changed, waived, discharged or terminated orally, but such may be accomplished only by an instrument in writing signed by the party against whom enforcement of the amendment, modification, change, waiver, discharge or termination is sought.

1.24 JURISDICTION LAWS - VENUE

This Agreement shall be governed by the laws of the State of Washington and any action to enforce the agreement with WTA shall be brought in Whatcom County, Washington. The parties agree that if a lawsuit is instituted, the prevailing party shall be entitled to payment of all costs and expenses, expended or incurred in connection therewith, including attorneys' fees.

1.25 RIGHTS IN DATA AND COPYRIGHTS/PATENTS

The Contractor, without exception, shall indemnify and save harmless WTA and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by WTA.

If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.26 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

WTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to WTA, the Contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.27 SEVERABILITY

If any provision of this contract is held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

1.28 INCORPORATION OF FTA TERMS (If this Project is FTA or DOT Grant Funded in future years).

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. All the contractual provisions required by DOT, as set forth in FTA Circular 4220.1E as amended, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any WTA requests which would cause WTA to be in violation of the FTA terms and conditions.

1.29 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

1.30 INTERPRETATION

As a further condition of this contract, WTA and the Contractor acknowledge that this contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

1.31 EMPLOYEE SOLICITATION

Vendor, without the consent of WTA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of WTA to: (a) cease employment with WTA; or (b) do business related to a business connected with the Vendor's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by WTA, whichever is earlier. WTA's employee shall be deemed to be related to or connected with a Vendor if such WTA employee becomes (a) a partner in a general or limited partnership or employee of a partnership, (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Vendor or any of Vendor's affiliates, subsidiaries or connected business. This subparagraph shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Vendor recognizes and acknowledges that WTA's employees may receive training and other benefits from the contractual relationship with WTA because of WTA's assignment of employees to work in connection with Vendor's contract. Vendor agrees the restrictions on soliciting, influencing, enticing or hiring WTA employees are reasonable.

1.32 CONTRACT EXECUTION

Richard G. Walsh, General Manager

Contractor

Date Signed

Contract Attachments

A Contract may require the following attachments:

- 1. NON COLLUSION AFFIDAVIT**
- 2. CERTIFICATION OF NON-SEGREGATED FACILITIES**
- 3. AFFIDAVIT**
- 4. CONFLICTS OF INTEREST AFFIDAVIT**
- 5. CLARIFICATION - DEBARMENT, SUSPENSION & OTHER EXCEPTIONS**