



**CITY OF KENMORE
REQUEST FOR STATEMENT OF QUALIFICATIONS
RFQ NO.: 24-C3033**

Landscape Architecture and Other Services

Request for Qualifications Information:

RFQ Number: 24-C3033

RFQ Title: Landscape Architecture and Other Services

Date RFQ Issued: Wednesday March 27, 2024

Submittals Due: 4:00 pm Tuesday April 16, 2024

Statement of Qualification (SOQ) submittals shall be delivered electronically no later than 4:00 pm on Tuesday April 16, 2024. SOQ submittals shall be marked and referenced as RFQ No. 24-C3033 Landscape Architecture and Other Services. An SOQ submitted after the deadline date and time will not be accepted. Only SOQ's submitted electronically will be accepted. Responders submitting an SOQ should request confirmation that the proposal has been received.

Publication Dates: Seattle Times, Daily Journal of Commerce
Wednesday, March 27, 2024
Tuesday, April 2, 2024

Submittal Address:

Electronic: bids@kenmorewa.gov



SECTION 1 – GENERAL INFORMATION

NOTICE:

Notice is hereby given that the City of Kenmore, Washington (the City) seeks Statement of Qualification (SOQ) proposals in response to this Request for Qualifications (RFQ) No. 24C-3033. A Statement of Qualifications (SOQ) submitted in response to this RFQ must be filed with the City electronically by 4:00 pm on Tuesday April 16, 2024. The City encourages SOQ's from a landscape architecture firm and subconsultant team (hereafter referred to as "Team") that demonstrates a commitment to equal employment opportunity.

PURPOSE:

The City of Kenmore is seeking a Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ) from a Team with expertise in design and development of signature waterfront parks and the expertise in design and development of shoreline habitat and restoration plans that also provide for public access. Team expertise in providing support with civil and structural engineering services, surveying, permitting, site planning and investigation, and other related services may also be part of the scope of work.

DURATION OF SERVICES:

The term of the Contract will be from approximately May 2024 to a date determined during contract scope development. The Contract resulting from this RFQ shall remain in effect until completion and final payment of the services described in the Contract, unless amended or terminated in accordance with the City's contractual policies.

RFQ SCHEDULE:(These dates are estimates and subject to change by the City)

Event	Date
RFQ Release	Wednesday March 27, 2024
Deadline to Submit Questions	Wednesday April 3, 2024, by 5:00 pm
City Staff Posts Responses to Website	Friday April 5, 2024, by 5:00 pm
Submittals Due	Tuesday April 16, 2024, by 4:00 pm
Submittal Evaluation Complete	Thursday April 18, 2024
Finalist Interviews	Week of April 22 nd , 2024
Selection	April 29, 2024
Contract scope development	May 2024
City Council authorize contract execution	May 2024



Execute contract	May 2024
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BACKGROUND INFORMATION

Refer to the following link to the City's website for additional information about the Lakepointe site: [Lakepointe Development | City of Kenmore Washington](#)

Lakepointe is a large piece of undeveloped land on Lake Washington and at the mouth of the Sammamish River. Approximately 45 acres in size, Lakepointe is the last undeveloped property of its kind on Lake Washington. With over 3,100 feet of lake and river shoreline, Lakepointe has great environmental potential, especially for fish and wildlife habitat restoration along the shoreline.

The vision for Lakepointe is for it to become a vibrant, walkable urban village with housing, retail, and businesses, as well as public amenities such as a signature park, gathering spaces, trails, open space, restored shoreline habitat, and access to the water.

Why is the City working on Lakepointe now?

Given its location on the water as well as its environmental and economic potential, the restoration and development of Lakepointe has been a goal for the City for many years. So why now? Two reasons:

- During the Love Where You Live community engagement project over the last year, Lakepointe came up a lot in the conversations with our residents. We heard from our residents that they want to build on the waterfront parks work that was just completed and create even more trails, public spaces, water access, and habitat restoration. In addition, we heard quite clearly that our residents would like to see more economic development in Kenmore, especially when it comes to more restaurants, businesses, and shopping. Lakepointe has the potential to check all these boxes.
- Over the last couple of decades, Lakepointe has often been "tied up" or under contract by a would-be developer. We are currently in a window of time where that is not the case. The Lakepointe property owner is not under contract with a developer and is willing to discuss the possibility of the shoreline and western end of the property becoming a future park for the public.



How much of the Lakepointe property is being considered?

When it comes to environmental restoration and a potential park, we are looking at approximately 12-15 acres of the total 45-acre property. That 12-15 acres would include most of the Lakepointe shoreline, including a 100-150 foot buffer from the shoreline, and active park space at the west end of Lakepointe. The vision for the remainder of the Lakepointe property is for a private developer to acquire and transform it into a walkable urban village.

What are Lakepointe's Challenges?

Despite its location on the water and economic and environmental potential, Lakepointe, formerly known as "Kenmore Industrial Park," has challenges. Before the lowering of Lake Washington in the early 1900s, what we now know as Lakepointe was largely underwater. In the mid-1900s, the southern two-thirds of Lakepointe were used as a landfill for demolition debris from the construction of Interstate 5 and other waste.

Because Lakepointe served as a former landfill, it has been given extra environmental scrutiny and attention over the years. Extensive testing of the soil and groundwater has taken place, especially between 1996 and 2012.

The Washington State Department of Ecology (DOE) regulates the environmental conditions of the site and has determined which actions the property owner must take to protect human health and the environment. DOE's web page for Lakepointe can be found here: [Kenmore Industrial Park - \(2134\) \(wa.gov\)](https://apps.ecology.wa.gov/cleanupsearch/site/2134)
<https://apps.ecology.wa.gov/cleanupsearch/site/2134>

What has the Department of Ecology concluded about Lakepointe?

DOE's last formal written review of the Lakepointe site was in 2014. The review looked at soil, groundwater, and adjacent sediment in the river and in the lake. To access the results of the 2014 periodic review, go to DOE's web page for Lakepointe and then click on "Results of the 2014 Periodic Review."

SCOPE OF SERVICES

The City of Kenmore is seeking a Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ) from a landscape architecture firm and



subconsultants (Team) with expertise in design and development of signature waterfront parks and the expertise in design and development of shoreline habitat and restoration plans that also provide for public access along and to the water. Team expertise to support the feasibility of developing such plans including civil and structural engineering services, surveying, permitting, site planning and investigation, cost analysis and other related services may also be needed.

Preliminary design for road access and parking to serve the park (which may be temporary until the rest of the site is fully developed) plus location of utilities may also be included as part of the scope of services.

The city may also need the services of an architectural firm for overall conceptual and/or development design work for the entire Lakepointe site.

For all the services listed above, architecture, landscape architecture, civil and structural engineering services, surveying, permitting, site planning and investigation, and other related services may be part of the scope of work. Any of these professional services may be provided via subconsultant(s).

Meetings with city staff, presentations to the City Council and the community, and other community engagement activities are also part of this scope of work.

Following selection of the Team, a contract for professional services will be negotiated including scope of services, budget, and schedule. Upon authorization by the City Council, the City Manager will execute a contract with the Team which will include the terms for providing the services.

SUBMITTAL REQUIREMENTS

Responses to this RFQ must include the following:

- A) Letter of Interest and Executive Summary: An executive summary letter should include the key elements of the respondent's SOQ and an overview of the consultant team (provide an organization chart showing all proposed team members). Indicate the contact address, E-mail address, and telephone number of the respondent and the location of the office from which the project will be managed.



B) Approach: Describe the approach and methods the Team would use in developing a design, plan, and cost estimate for the following elements:

- The signature waterfront park (approximately 4 acres) including active and passive park features.
- Shoreline habitat restoration area including proposed public access along and to the water.
- Temporary access and parking.
- Utilities which may include electrical, water and sewer service.
- Community engagement.
- Conceptual design for the entire 45-acre property.

C) Firm/Key Staff/Subconsultant Experience: The consultant Team is required to provide evidence of experience comparable with the Scope of Services described in this RFQ. Identify the Principal in Charge and the Project Manager who will serve as the primary contact person as well as team members who will be the primary contributors in completing elements of the project scope. Describe the responsibilities of each person on the project team. Subconsultants the proposing firm plans to use shall be included in this section of the SOQ, including the subconsultants' role on the team and relevant experience.

Briefly discuss the team's experience from comparable projects including client and project information, the firm and Team's responsibility on the project, the challenges presented by the project, and the results or tangible efforts that have followed completion of the project.

The selected team will not be allowed to substitute any members without prior approval by the City. The City, at its sole discretion, reserves the right to accept or reject proposed changes to the team. Team members may participate in multiple team submittals.

D) Client References: Please provide three professional references from those who are familiar with your team's ability to undertake and complete comparable projects. Include contact names, titles, and contact information. At least two of which are clients served by the Team in the last three years.

E) Additional Information: Any additional information you wish to share about your company and proposed Team or why the City should consider your qualifications may also be presented.



- F) Required Number of Submittals: 1 electronic copy (.pdf). All submittals will become the property of the City and will become public documents subject to public disclosure with limited exceptions. The Washington State Public Records Act (Chap. 42.56 RCW) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the act or are otherwise privileged. Qualifications submitted under the RFQ process shall be considered public records and with limited exceptions will be subject to disclosure under state law.
- G) Page Limit: The RFQ response shall not exceed 10 pages (8.5" x 11"), double sided, not including cover letter and resumes. Supplemental information, such as brochures, photos, or videos, may be submitted if desired and do not count towards the page limit.

EVALUATION PROCEDURES

The City's Evaluation Panel will use the above content provided by each Team to evaluate each SOQ.

Following the panel's evaluation of the qualifications received, selected Team(s) may be invited to interview with the City's Evaluation Panel. The Qualifications will be the basis from which interested Team(s) will be selected for interviews. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified Team based on all materials and information presented. The City will then begin the negotiations for a contract agreement with the selected Team. The City reserves the right to interview in person or not. The City reserves the right to interview as many Team's as it wishes. Interview criteria for the evaluation will be:

- Team's experience (including experience working together)
- Team's project approach
- Team's communication skills

QUESTIONS

Questions regarding this project may be directed to the City Clerk's Office via e-mail at bids@kenmorewa.gov Please place "RFQ No. 24-C3033 Landscape Architecture and Other Services" in the subject line. The deadline for questions is Wednesday April 3, 2024, at 5:00 pm. Responses will be posted on a rolling basis to the City's website ending Friday April 5, 2024, 5:00 pm. Unauthorized contact



regarding this RFQ with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

All questions and answers will be posted on the City's website at <https://www.kenmorewa.gov/government/departments/finance-administration/working-with-the-city/requests-for-proposals>.

It is the responsibility of the Team to check the website for any amendments or Q&As related to this RFQ.

SECTION 2 - CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS

DEFINITIONS:

Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications, Request for Information, or any other method of obtaining competitive offers.

Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.

Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking, or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

CONDUCT OF PARTICIPANTS: After the issuance of any solicitation, all bidders, proposers, contractors, agencies, or individuals acting on their behalf are hereby prohibited from lobbying any City employee, official, or representative at any time during the blackout period.

SANCTIONS: The City may reject the submittal of any bidder, proposer, contractor, and/or team who violates the policy set forth herein.

REJECTION OF SUBMITTALS: The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred



by agencies in the preparation and submission of their proposals. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

RFQ ADDENDUMS: The City reserves the right to change the RFQ schedule or issue addendums to the RFQ at any time. The City also reserves the right to cancel or reissue the RFQ. All such addenda will become part of the RFQ. If it becomes necessary to revise any part of this RFQ, the City will issue the addenda on the City's website, link above. It is the Team's responsibility to confirm whether any addenda have been issued.

QUALIFICATION MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Team clarify its submittal or to supply any additional material deemed necessary to assist in the evaluation of the submittal.

Modification of a submittal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed, and submitted in the same form and manner as the original submittal.

EXCEPTIONS: If a Team takes exception to any term or condition set forth in this RFQ and/or any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified in the response to this RFQ. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying team's proposal and identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

QUALIFICATION SIGNATURES: An authorized representative must sign submittals, with the Team's address, telephone, and email information provided. Unsigned submittals may not be considered.

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. The Team selected as the apparently successful team will be expected to enter into a contract with the City. The City shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.



The City reserves the right to award multiple contracts to multiple teams for this scope of service if it is in the best interest of the City or use a contract different from the sample City contract.

SECTION 3 - TERMS & CONDITIONS

TITLE VI: In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, the City of Kenmore hereby notifies all bidders that the City will affirmatively ensure that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, age, disability, sexual orientation, religion, or national origin in consideration for an award.

EQUAL OPPORTUNITY EMPLOYMENT: The successful team(s) must comply with the City of Kenmore equal opportunity requirements. The City of Kenmore is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation and encourages disadvantaged, minority, and women-owned firms to respond. The City encourages submittals from firms that demonstrate the same values and commitment.

INSURANCE REQUIREMENTS: The selected team(s) shall maintain insurance that is sufficient to protect the team's business against all applicable risks, as set forth in the City's Standard contract (available upon request).

INDEMNIFICATION: The selected team will be required to indemnify the City in the manner identified in the City's Standard contract (available upon request).

BUSINESS REGISTRATION AND TAXATION: If applicable, the team(s) awarded the contract will be subject to the City of Kenmore Business Registration and Business Taxation as presented in the Kenmore City Code.

NON-ENDORSEMENT: As a result of the selection of a team to supply products and/or services to the City, team agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of a proposal 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 team has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the team(s) ultimately awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions, and summaries prepared by the team and submitted to the City shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the team by the City, and all other documents to which the team'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.

FEDERAL DEBARMENT: The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov). Any team currently debarred or suspended by the Federal government or having an "active exclusion" will be automatically disqualified.

Any firm failing to submit information in accordance with the procedures set forth in the RFQ may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the proposals. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

All prospective consultants are advised that Federally funded projects will be held to Federal EEO requirements and will also be held to ADA and Civil Rights language for the employing Agency.



The City of Kenmore, 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 insure 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.

RFQ ADDENDUMS: The City reserves the right to change the RFQ schedule or issue addendums to the RFQ at any time. The City also reserves the right to cancel or reissue the RFQ. All such addenda will become part of the RFQ. If it becomes necessary to revise any part of this RFQ, the City will issue the addenda on the City's website <http://www.kenmorewa.gov/requestsforproposals>. It is the Consultant's responsibility to confirm whether any addenda have been issued.

CONTRACT: The City's Standard contract (available upon request) will be used for this work.