**City of Seattle**

**REQUEST FOR QUALIFICATIONS**

**Consultant Contracting**

**Project Title: 14-034 Center City Connector Streetcar Final Design**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |  |
| --- | --- | --- |
| **Schedule of Events** | **Date** | **Location** |
| RFQ Release | April 22, 2014 | DJC - eBid |
| Optional Pre-Submittal Conference | May 6, 2014  1:30 PM | Seattle Municipal Tower, 700 Fifth Ave, 16th Floor  Room 1650 |
| Deadline for Questions | May 13, 2014  4:00 PM | eBid |
| Sealed Proposals Due to the City | May 20, 2014  4:00 PM | See Table 2 |

*The City reserves the right to modify this schedule at the City’s discretion.*

*Notification of changes will be posted on the eBid eXchange.*

**Procurement Contact**

Consultant Contract Unit (CCU) Specialist: Dominic Kirangi, [Dominic.Kirangi@seattle.gov](mailto:Dominic.Kirangi@seattle.gov), 206-733-9928.

**All questions must be submitted via eBid. Response to questions will be posted eBid.**

Table 2: Delivery Address

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Dominic Kirangi  Project Controls, Consultant Contracts Unit  Seattle Department of Transportation  700 Fifth Avenue, Suite 3800  Seattle, Washington, 98104 | Dominic Kirangi  Project Controls, Consultant Contracts Unit  Seattle Department of Transportation  P.O. Box 34996  Seattle, Washington, 98124-4996 |

It is important to use the correct address for the delivery method you choose.

Unless authorized by the CCU Specialist, no other City official or employee may speak for the City regarding this solicitation until the award decisions are complete. Any Submitter seeking information, clarification, or interpretations from any other City official or City employee uses such information at the Submitter’s own risk. The City is not bound by such information. Following the submittal deadline, Submitters shall continue to direct communications to only the CCU Specialist.

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# Purpose and Background.

The City of Seattle, through its Seattle Department of Transportation (SDOT), requests statement of qualifications (SOQ) from engineering consulting firms to provide consulting services for the Seattle Streetcar system, the Center City Connector, to be located in the Downtown district in the City of Seattle.

The categories of consulting services that may be needed for this project include, but are not limited to: project management, civil and track engineering, systems engineering, rail operations planning, environmental support services, surveying and base mapping, traffic and signals, utility coordination, structural, geotechnical, architecture, electrical engineering, lighting, landscape/urban design, project delivery analysis, ridership forecasting, cost estimating, specifications, construction assessment, and community outreach.

A NEPA Finding of No Significant Impact and SEPA Determination of Non-Significance are anticipated, through an environmental review process that will begin in the spring of 2014.

This project is anticipated to have Federal Transit Administration (FTA) funds and federal terms and conditions will apply (see attached boilerplate contract in the Attachments section and Section 6: Contract Terms and Conditions).

At this time, a project delivery method has not been determined. The City will consider traditional and alternative public works contracting methods.

**Project Location**: The project is within the City of Seattle in the Downtown district. The project area is located along 1st Avenue between Jackson Street and Stewart Street, and includes connection segments to the First Hill Streetcar hub at South Jackson Street and Occidental Avenue; and South Lake Union hub at Westlake Avenue and Stewart Avenue.

**Background:** With a planning grant awarded by the Federal Transit Administration, Seattle has completed an alternatives analysis for the Center City Connector. This $110M, 1.2-mile segment of Seattle’s Streetcar system will be the final link completing a Center City Streetcar system that will connect over a dozen Seattle neighborhoods—stretching from Capitol Hill and First Hill to the International District, South Downtown and Pioneer Square, and passing through the heart of the downtown Commercial Core to the Denny Triangle and South Lake Union. By linking existing streetcar investments, the Center City Connector will provide a unified streetcar system that is highly legible and easy-to-use for a variety of trip purposes.

The track alignment has been identified in Phase 1 – Concept Planning. Phase 1 documents are available for download at:

* [www.seattle.gov/transportation/docs/download/letter/SeattleCCLPAReport31614web.pdf](http://www.seattle.gov/transportation/docs/download/letter/SeattleCCLPAReport31614web.pdf)
* [www.seattlestreetcar.org/centercity.htm](http://www.seattlestreetcar.org/centercity.htm)

# Period of Performance.

Phase 2 Final Design is anticipated to cost between $1,800,000 and $2,400,000 with the time of performance expected for completion by 3rd Quarter 2016. The costs associated with Phase 3 (Construction) have not been determined. The anticipated amount does not reflect actual costs; the final costs will be negotiated based on the final scope of services for the project.

# Solicitation Objectives.

The City expects to achieve the following outcomes through this consultant solicitation:

* The project shall provide a safe, reliable modern streetcar transit connection to the First Hill and South Lake Union lines.
* The project design will be consistent with existing Seattle Streetcar segments, and will also be compatible with anticipated Buy America requirements.
* The design of the project will contribute positively to the aesthetics of the built environment and will consider sustainability of materials and maintenance requirements.
* The design team will support the City’s decision making, communication, and procurement processes.

# Minimum Qualifications.

Minimum qualifications are required for a Consultant to be eligible to submit a RFQ response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these minimum qualifications shall be rejected by the City without further consideration:

* The Consultant must have demonstrated experience in the design of surface light rail and/or modern streetcar projects in North America.
* The Consultant Project Manager must have demonstrated experience in working with public agency of similar size to the City of Seattle within the last 5 years, with services similar to those expected by the City for this contract.
* The Consultant Civil Lead must be a current State of Washington licensed engineer in good standing and have demonstrated experience in working with public agency of similar size to the City of Seattle within the last 5 years, with services similar to those expected by the City for this contract.
* The Consultant must have a minimum of 5 years continuous experience during which time the services have been the primary business service.

# Scope of Work.

**Phase 2 - Final Design for Center City Connector Streetcar (Design-Bid-Build Project Delivery)**

* Project Management – Assign an individual as the Project Manager who will develop the scope of work, schedule, budget, measure contract conformance, manage risk, change and quality, lead the consultant team, and communicate with SDOT, other City departments, agencies, and stakeholder groups.
* Final Design – Prepare 30%, 60%, 90%, 100% and AD-Ready plans, specifications, and estimate (PS&E) for construction of the Center City Connector Streetcar. The PS&E package elements may include survey control, civil demolition, trackway, roadway and drainage, utilities, structural, sidewalks and curb ramps, electrical, lighting, architecture, transit stops, site, landscape, traffic signal, channelization, signage, and systems, among others. Perform analysis, calculations and prepare technical memorandums and reports that support the PS&E deliverables.
* Systems Engineering – Perform analysis and design of systems including traction power/electrification, train signal system, and vehicles.
* Community Outreach and Public Affairs – Provide strategic outreach. The public engagement strategy will be consistent with the City's Race and Social Justice Initiative and Inclusive Outreach and Public Engagement (IOPE) practices. Prepare informational materials and graphics for community outreach activities. Plan, produce, attend and participate in, as well as report on if needed, community outreach events.
* Urban Design and Architecture – Execute urban design framework prepared in the planning phase.
* Surveying – Provide a project base map and right-of-way plans which comply with City of Seattle drafting/mapping standards.
* Utility Coordination – Prepare a track/utility composite plan that identifies potential conflicts between proposed trackway and existing underground public and private utilities. Obtain clarifications of utility locations as necessary, through meetings with utility owners and, as needed, exploratory excavations. Identify possible alternatives for protection in place or relocation of conflicting utilities.
* Geotechnical Services – Provide geotechnical engineering, conduct field explorations, perform laboratory testing and analysis, and prepare a Geotechnical Report.
* Traffic Analysis – Review the traffic analysis and reports prepared during the concept planning and environmental review phase. Perform any additional analysis needed to support final design.
* Project Delivery Analysis – Perform a risk benefit assessment of the project delivery alternatives.
* Constructability – Perform constructability reviews of PS&E.
* Estimating – Prepare quantity estimates and construction costs.
* Specifications – Prepare Project Manual including general and special provisions.
* Additional support that may be included in the scope: maintenance facility programming, planning and design; lighting; environmental support for permitting; among others.

**Phase 2 Alternate - Final Design Services for Alternative Public Works Contracting Delivery of Center City Connector Streetcar**

The City may elect to pursue an alternative public works contracting method for delivery of this project (GC/CM or Design Build). If the City pursues GC/CM contracting, Final Design Services will include those described above for traditional public works contracting, and additional coordination with the GC/CM in cost estimating, constructability reviews, and development of specifications. If the City pursues Design-Build project delivery, Final Design Services will include development of 30% plans; development of a Design-Build request for proposals; and support for the City’s review of Design-Build proposals and negotiation of a Design-Build contract.

**Phase 3 – Construction Services**

* Engineering Support Services for Construction (or Design-Build)

# Contract Terms and Conditions.

The SDOT consultant contract is provided (see Attachments Section).

Consultants submit proposals understanding all Contract terms and conditions are mandatory and no negotiations of those terms will be invited. Submittal of a proposal is agreement to the entire Contract without exception, unless the City brings forward contract modifications for negotiation. The City is the only party that has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract as provided in this RFQ, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

This contract may be funded through Federal Transit Administration (FTA) grant funds and federal terms and conditions will apply.  The Consultant and any SubConsultants shall be expected provide an overhead report audited rate by the contract award date that has been audited by the Washington State Department of Transportation (WSDOT).  More information may be found at:  <http://www.wsdot.wa.gov/audit/>.

# Instructions, Procedures and Requirements.

This section details the City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject the submittal of any Consultant that fails to comply with the instructions.

**7.1 Registration into City Registration System.**

If you have not previously done so, register at: [http://www2.seattle.gov/ConsultantRegistration/](http://www2.seattle.gov/VendorRegistration/). The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

## 7.2 Pre-Submittal Conference.

The City shall conduct an optional pre-proposal conference at the time, date and location in page 1. Submitters are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarify issues. This also allows Submitters to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

**7.3 Questions.**

Submitters may submit written questions to the Consultant Contract Specialist via eBid until the deadline stated on page 1. The Seattle Department of Transportation requires questions to be submitted through eBid so that all applicants may see the questions and SDOT’s responses. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

## 7.4 Changes to the RFQ/Addenda.

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City’s objectives in this acquisition. A change to this RFQ will be made by formal written addendum issued by the Consultant Contracts Specialist via eBid and shall become part of this RFQ and may be included as part of the Contract.

**7.5 Receiving Addenda and/or Question and Answers.**

It is the obligation and responsibility of the Consultant to learn of addendums, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant to all Addendums, with or without specific confirmation from the Consultant that the Addendum was received and incorporated, at the sole discretion of the Consultant Contracts Specialist. The Consultant Contracts Specialist may reject the submittal if it does not fully incorporate an Addendum.

## 7.6 Proposal Submittal.

###### Proposals must be received into the City no later than the date and time on page 1 except as revised by Addenda.

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The City has page limits specified in the submittal instructions section. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline will not be accepted unless waived as immaterial by the City given specific fact-based circumstances.

**Hard Copy Submittal.**

Submit one (1) original bound copy, and one (1) electronic CD copy of the response. Fax, e-mail and CD copies **are not** an alternative to the hard copy. If a CD, fax or e-mail version is delivered, the hard copy will be the official version. Delivery is to the location specified on Page 1, Table 2.

1. Hard-copy responses should be in a sealed box or envelope marked and addressed with the City contact person name, the solicitation title and number. If submittals are not marked, the Submitter has risks of the response being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or otherwise be received by the Consultant Contracts Specialist at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.
3. Please use no plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, please use recyclable cardboard binders.

## 7.7 License and Business Tax Requirements.

The Consultant must meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if they are required by the laws of those jurisdictions. The Consultant should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Consultant.

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Consultant Questionnaire Form in our submittal package items later in this RFQ, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
6. Self-Filing: You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484, or call RCA staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office (see contacts above in #7) to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below.
11. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

** **

**State Business Licensing.** Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI number). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html> and the State of Washington Department of Revenue is available at 1-800-647-7706.

## Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

**7.8 Submitter Responsibility to Provide Full Response.**

It is the Submitter’s responsibility to provide a full and complete response that does not require interpretation or clarification by the City. The Submitter is to provide all requested materials, forms and information. The Submitter is to ensure the materials submitted properly and accurately reflects the Submitter’s offering. During scoring and evaluation (prior to interviews, if any), the City will rely upon the submitted materials and shall not accept materials from the Submitter after the RFQ deadline; this does not limit the City right to consider additional information (such as references that are not provided by the Submitter but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.9 No Guaranteed Utilization.**

The City does not guarantee utilization of this contract. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**7.10 Expansion Clause.**

Note that the contract strictly limits the expansion of scope and addition of new work not expressly provided for within the RFQ Scope of Work. The Submitters are to bring forward any questions about the scope that should be named within the solicitation, during the Question and Answer period.

**7.11 Right to Award to Next Ranked Consultant.**

If a contract is executed because of this solicitation process and is terminated within 90-days, the City reserves the option to return to the solicitation process to award the contract to the next highest ranked responsive Consultant by mutual agreement with such Consultant.  Any new award may also be allowed this right.

**7.12 Background Checks.**

The City may require background/criminal checks during the course of the contract for essential City. The City does not intend to request such background checks unless essential in the opinion of the City.

**7.13 Negotiations.**

The City may open discussions with the apparent successful Submitter, to negotiate costs and modifications to the proposal or the contract, to align the proposal or contract to meet City needs within the scope sought by the solicitation.

**7.14 Effective Dates of Offer.**

Solicitation responses are valid until the City completes award. Should any Submitter object to this condition, the Submitter must object prior to the Q&A deadline on page 1.

## 7.15 Cost of Preparing Proposals.

The City will not be liable for any costs incurred by the Submitter to prepare, submit and present proposals, interviews and/or demonstrations.

**7.16 Readability.**

Submitters are advised that the City’s ability to evaluate proposals depends on the Submitter’s submittal document, including organization, level of detail, comprehensive material and readability.

**7.17 Changes or Corrections to Proposal Submittal.**

Prior to the submittal closing date and time, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

## 7.18 Errors in Proposals.

Submitters are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Submitter’s obligations to the City.

**7.19 Withdrawal of Submissions.**

A submittal may be withdrawn by written request of the Submitter, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

**7.20 Rejection of Submissions.**

The City reserves the right to reject any or all submissions with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

**7.21 Incorporation of RFQ and Proposal in Contract.**

This RFQ and the Submitter’s response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City’s contract with the Submitter.

**7.22 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

## 7.23 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

**7.24 Federal Disadvantaged Business Enterprise (DBE)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 13.6%. A separate contract goal has not been established for this procurement.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Seattle deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49CFR 26.13(b)).

Additional terms and conditions are outlined in Exhibit C Section 28 of the base contract in Attachment #2.

## 7.25 Insurance Requirements.

Any special insurance requirements are provided as an Attachment (see Attachments section). If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Submitter in the Intent to Award letter. The apparent successful Submitter must promptly provide proof of insurance to the Consultant Contracts Specialist.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Submitters may elect to provide the requested insurance documents within their submission.

## 7.26 Proprietary and Confidential Material.

## Requesting Disclosure of Public Records.

The City asks interested parties to not request public disclosure of proposal records until a contract is executed. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or re-solicitation. With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

**Marking and Disclosing Material.**

## Washington’s Public Records Act (Release/Disclosure of Public Records)

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are ***public records***. These records include but are not limited to proposal submittals, agreement documents, contract work product, or other material.

Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless a judge rules that RCW or another Washington State statute exempts records from disclosure. Exemptions are narrow and explicit and are in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Submitters must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature’s website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If you believe any records you are submitting to the City as part of your submittal or contract work product, are exempt from disclosure you can request that the City not release the records until the City notifies you about the pending disclosure. To make that request, you must complete the appropriate portion of the Consultant Questionnaire (Non-Disclosure Request Section) and identify each record and the exemption(s) that may apply. If you are awarded a City contract, the same exemption designation will carry forward to the contract records.

The City will not withhold materials from disclosure because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Identify no entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on in the Consultant Questionnaire. Only the specific records or portions of records properly listed on the Consultant Questionnaire will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and listed on the Consultant Questionnaire, the City will notify you in writing of the request and postpone disclosure, providing sufficient time for you to pursue an injunction and ruling from a judge. While it is not a legal obligation, the City, as a courtesy, allows up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

By submitting for this solicitation, the Consultant acknowledges the obligation to identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the Submitter if the records are disclosed.

**7.27 Ethics Code.**

Please familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for Consultants, Customers and Clients. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.



**No Gifts and Gratuities.**

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees.**

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

**Contract Workers with over 1,000 Hours.**

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

**No Conflict of Interest.**

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

# Response Format.

**Prepare submissions with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may cause rejection as non-responsive. Pages described below are considered 8.5” x 11” single sided unless otherwise stated. Cover pages or dividing pages are not allowed as part of your submittal.**

**Submissions 1 through 4 will not be evaluated for scoring.**

1. **Optional - Letter of interest (1 page).**
2. **Legal Name (1 page):** Submit a certificate, copy of web-page, or other documentation from the Secretary of State (or Washington State Department of Revenue/Licensing if you are a sole proprietor) in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see  **(**[**http://www.secstate.wa.gov/corps/**](http://www.secstate.wa.gov/corps/)).
3. **Minimum Qualifications (4 pages maximum):** Provide a single page for each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The City is not obligated to check references or search other materials to make this decision.
4. **Mandatory - Consultant Questionnaire:** Submit the following form with your proposal package. Submit this, even if you have sent one in to the City on previous solicitations or contracts.



1. **Mandatory - Proposal Response (15 pages maximum, 11”x17” single-sided)**: The following is an outline that you must follow in your SOQ.

**Evaluation of proposal response will consider specificity, readability, coherence, and overall presentation.**

1. **Project Understanding & Approach (4 pages single sided – 11”x17”)**

A1 Discuss and clearly explain your team’s proposed methodology to achieve the City’s objective for the Center City Connector Streetcar project. Include how this methodology will provide opportunities within the 1st Avenue corridor, streetcar network, and the City’s transportation infrastructure.

A2 For each item of the items listed below identify the three most critical challenges that will need to be resolved to deliver a successful project and your proposed approach to resolving each challenge.

a) Streetcar systems

b) Track and civil/roadway

c) Stakeholders

A3 Discuss your team’s approach in supporting the City to evaluate and determine the best suited project delivery method for this project. Include in your discussion your team’s approach to move the final design forward should a project delivery method determination be delayed.

1. **Proposed Team (4 pages single sided – 11”x17”, maximum)**

B1 Provide an organizational chart for your proposed project team.

Describe each team member’s role and level-of-involvement.

B2 Provide resumes for key project team members.

Include academic and professional credentials, number of years of experience, and number of years with current firm.

Include a short bio.

Include projects which demonstrate the team member’s experience, expertise and successes. The project narrative should discuss the relevance of the sample project and the individual’s role to the Center City Connector project.

Experience with City of Seattle DOT projects and similar urban corridors are preferred.

Include three references for the Project Manager and leads for Track, Civil, Systems, and Strategic Outreach. Include name of client, contact person, telephone number, and email address. References will not be scored but may be used to verify qualifications, which may affect the rating of the respondent.

1. **Project Experience of Consultant Firm (7 pages single sided – 11”x17”, maximum)**

C1 Include projects of similar magnitude and complexity performed by the consultant in the last five years. The description should specify the services provided, contract amount, and client’s project manager name, email, and phone number. Identify proposed team members who were on the project team, their role, and level of involvement. The project narrative should discuss the relevance of the sample project to the Center City Connector project.

Experience with City of Seattle DOT projects and similar urban corridors are preferred.

“C1” submission shall be maximum 2 pages.

C2 Provide a sample 11”x17” plan sheet (1 for each milestone) from a project completed within the last 3 years with similar elements and complexity that was developed by the Prime Consultant and submitted at the 30%, 60% and 90% milestones.

Identify the proposed team members who were on the project team, their role, and level of involvement. Identify the Engineer of Record.

Include name of client, contact person, telephone number and email address. References will not be scored but may be used to verify qualifications, which may affect the rating of the respondent.

“C2” submission shall be 3 pages.

C3 Provide public outreach samples from a project within the last 3 years with similar elements and complexity. Samples should demonstrate the consultant’s success in graphical representation and materials for stakeholder engagement.

“C3” submission shall be maximum 2 pages.

# Selection Process.

* 1. **Initial Screening**: The Consultant Contracts Specialist shall review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Minimum Qualifications, satisfactory past performance and/or completed Performance Evaluations if applicable, satisfactory financial responsibility and other elements are screened in this Step.
  2. **Proposal Evaluation:** The City will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

**Evaluation Criteria:**

|  |  |
| --- | --- |
| Project Approach and Understanding | 50 Points |
| Experience of Team Members | 30 Points |
| Experience of Firms | 20 Points |
| Total | 100 Points |

* 1. **Interviews:** The City may interview top ranked firms that are most competitive to determine the most qualified Submitter.
  2. **Professional References:** The City may contact one or more professional references have been provided by the Submitter in the Consultant, or other sources that may not have been named by the Submitter but can assist the City in determining performance.
  3. **Selection:** The City shall select the highest ranked Submitter (s) for award including the interview and written proposal. Following interviews, the City shall select the highest ranked Submitter for award. The scoring for the written SOQ and the interview will not be cumulative.
  4. **A&E Contract Negotiations:** The highest ranked Submitter will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).
  5. **Repeat of Evaluation:** If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

# Award and Contract Execution.

The Consultant Contracts Specialist will provide timely notice of intent to award to all Consultants responding to the Solicitation.

**Protests to Consultant Contracts Specialist.**

Interested parties that wish to protest any aspect of this RFQ selection process must provide written notice to the Consultant Contracts Specialist for this solicitation within the timeframe indicated in the Notice of Intent to Award letter. For further information on SDOT specific protest policies, please contact the CCU Specialist directly. Note that the City is to notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**Debriefs.**

For a debrief of materials produced in the solicitation process, contact the Consultant Contracts Specialist within two weeks of receiving the Notice of Intent to Award letter. **Do not** contact the Project Manager or other staff regarding the selection process.

**Instructions to the Apparently Successful Consultant(s).**

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Consultant Contracts Specialist after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

**Checklist of Final Submittals Prior to Award.**

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

* Seattle Business License is current and all taxes due have been paid.
* State of Washington Business License.
* Certificate of Insurance (if required)
* Special Licenses (if any)

**Taxpayer Identification Number and W-9.**

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

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# Attachments

For convenience, the following documents have been embedded in Icon form within this document. To open, double click on Icon.

**Attachment #1: Insurance Requirements**

* Proof of insurance is required, insurance transmittal to be provided via Addendum to RFQ.

**Attachment #2: Consultant Contract**

