** City of Seattle**

**REQUEST FOR QUALIFICATIONS**

**Consultant Contracting**

**Project Title: Bryant Site Development – Portage Bay Park**

**Procurement Schedule**

**Table 1: Procurement Schedule**

|  |  |  |
| --- | --- | --- |
| **Schedule of Events** | **Date / Time** | **Location** |
| RFQ Release | 1/6/2015 | DJC |
| Optional Pre-Submittal Conference | 1/12/15, 8:30am | RDA Bldg.  800 Maynard Ave. S, 3rd Floor  Seattle, WA 98134-1336 |
| Deadline for Questions | 1/16/15, 8:30am | Email:david.graves@seattle.gov |
| Sealed Proposals Due to the City | 1/30/15, 4:30pm | Email:david.graves@seattle.gov |
| RFQ Interviews | 2/23/15, 8:30am-12:30pm |  |
| Announcement of Successful Proposer(s) | 3/2/15, 4:30pm |  |
| Anticipated Negotiation Schedule | 3/2/15 - 3/20/15 |  |
| Contract Execution | 3/20/15 – 4/10/15 |  |

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

*Notification of changes will be posted on the City website or as otherwise stated herein.*

**Procurement Contact**

Project Manager: David Graves, [david.graves@seattle.gov](mailto:david.graves@seattle.gov), 206-684-7048

**Table 2: Delivery Address**

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Seattle Parks and Recreation  ATTN: DAVID GRAVES  800 Maynard Ave. S, 3rd Floor  Seattle, WA 98134-1336 | Seattle Parks and Recreation  ATTN: DAVID GRAVES  800 Maynard Ave. S, 3rd Floor  Seattle, WA 98134-1336 |

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

Unless authorized by the Project Manager, no other City official or employee may speak for the City with respect to this solicitation. Any Proposer seeking information, clarification, or interpretations from any other City official or City employee is advised that such material is used at the Proposer’s own risk. The City will not be bound by any such information, clarification, or interpretation. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City Project Manager. The Project Manager will send out information to responding companies as decisions are concluded.

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1. **Purpose and Background.**

Project Location: The project is located at 1101 – 1137 Northeast Boat Street, in Seattle Washington. The site is adjacent to the University of Washington campus. The property consists of a portion of an irregularly shaped tax parcel (King County Parcel No. 1142004555) along the shoreline of Lake Union that covers approximately 71,934 square feet (1.65 acres) of land and approximately 85,701 square feet (1.97 acres) of submerged area in Lake Union. The site is currently occupied by a 1922‐vintage, three‐story building known as the Bryant Building, which encloses approximately 33,000 square feet of space. The wood‐framed structure has a pitched roof and is heated by a natural gas system. Additional improvements include a wood‐framed storage building constructed in the 1940s, boat moorage constructed in 1956, and asphalt‐paved and concrete parking areas. The building continues to be used by the University of Washington Police Department in the interim while a new building is being constructed for the police.

There is known upland and sediment contamination on the site which exceed the Washington State Model Toxics Control Act (MTCA) standards. Contaminants include PAHs, VOCs and Metals. Phase I and Phase II Environmental Site Assessments have been done for the site although additional sampling may be necessary. The existing structure is eligible for listing as a City of Seattle Landmark based on its age, design and past maritime usage.

The site was purchased by the City of Seattle (City) from the University of Washington (UW) with funds provided by the Washington State Department of Transportation (WSDOT) as mitigation for impacts to Section 6f protected properties located in the Washington Park Arboretum and East Montlake and McCurdy Parks as a result of the SR520 expansion project. Development of the site is governed by a Memorandum of Agreement between the City, WSDOT and UW, GCB 1294 and executed in 2013.

The project is the development of an open waterfront park on the site with opportunities for shoreline/water-related recreation that meets all applicable ADA requirements and provides recreational experiences for all ages and abilities. The development will include remediation of site contamination, building demolition and potential partial re-use of building elements and shoreline enhancement.

1. **Period of Performance.**

The project duration will start at the end of March 2015 and extend thru August of 2018. The design phase will be expected to be complete with permits, and construction bid documents, in hand, by December 2016.

1. **Solicitation Objectives.**

The City expects to hire a consultant through this consultant team solicitation which will be able to deliver a successful project: The successful consultant team must able to:

* Provide skilled consultants that have a strong record and experience, so the City is assured to get dependable, responsive, proven and expert services; and,;
* Provide detailed scope statements and necessary drawings to direct a contractor without incurring change order costs.

1. **Minimum Qualifications.**

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

* Consultant must have a local office within 50 miles of the greater Seattle area.
* Consultant must have or be able to obtain (prior to contract execution) a valid WA State and City of Seattle business license, and register with the WA Secretary of State Corporations. See sections 7.7 License and Business Tax Requirements.
* Consultant must be able to meet the City of Seattle consultant insurance requirements, per section 7.25, Insurance Requirements and section 10, Attachments.
* Consultant must be a licensed landscape architect, architect and/or engineer in the State of Washington.

1. **Scope of Work.**

### Consultant teams shall review all background information to date to inform the design (please review attachments relating to the site development and existing conditions available separately.) Consultant Team will be expected to provide professional services to design the 3.5 acre passive park, including any necessary frontage improvements along Boat Street, integration of Sakuma Viewpoint, address all known and any subsequently discovered site contamination. The consultant will work with Parks to secure all necessary local, State, Federal and/or Tribal permits and approvals in accordance with the following timeframe.

* Schematic plans, outline technical specifications and preliminary construction cost estimate: One hundred and twenty (120) calendar days after the contract has been approved.

### Design Development: Further design of CAD level layout of the park design and associated shoreline and in-water improvements and remediation. Plans, outline technical specifications and construction cost estimate (8 hardcopies, CAD Files, and .pdfs): Two hundred and forty (240) calendar days after the consultant contract has been executed. Meetings: Parks Proview, Bryant Project Review Committee, Landmarks Preservation Board, Public Meeting.

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### 65% Construction Document plans, technical specifications index, and construction cost estimate (8 hardcopies, CAD Files, and .pdfs and written responses to the City's Design Development comments: Sixty (60) calendar days after the Design Development Phase has been approved. Meetings: Parks Proview, Bryant Project Review Committee, Landmarks Preservation Board.

### 95% Construction Document plans, complete technical specifications, and construction cost estimate (8 hardcopies, CAD Files, and .pdfs and written responses to the City's 65% Construction Document comments: Ninety (90) calendar days after the 65% Construction Document Submittal has been approved. Meetings: Parks Proview, Bryant Project Review Committee, Landmarks Preservation Board.

### Completed (100%) Construction Document plans, technical specifications, construction cost estimate (8 hardcopies, CAD Files, and .pdfs), and written responses to the City's 95% Construction Document comments: Twenty (20) calendar days after the 95% Construction Document Submittal has been approved.

### Revision to completed (100%) Construction Document plans, Project Manual (8 hardcopies, CAD Files, and .pdfs), updated cost estimate (both hard and electronic copies), and written responses to the City’s Construction Document comments: Ten (10) calendar days after the completed Construction Documents have been approved.

### Construction Administration

1. **Contract Modifications.**

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

Consultants are to submit proposals with the understanding that 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 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.

1. **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 completed a one-time registration into the City of Seattle Registration system, 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-Proposal Conference.**

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

**7.3 Questions.**

Proposers may submit written questions to the Project Manager at any time until the deadline stated on page 1. The City prefers questions be through e-mail to the City Project Manager. 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 City’s Project Manager Addenda and shall become part of this RFP/RFQ and 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.

Note that some third-party services independently post City of Seattle solicitations on their websites as well. The City does not, however, guarantee that such services have accurately provided submitters with 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 Project Manager. The Project Manager may reject the submittal if it does not fully incorporate an Addendum.

**7.6 Proposal Submittal.**

1. Proposals must be received into the City no later than the date and time given on page 1 except as revised by Addenda.
2. All pages are to be numbered sequentially. The format should follow closely that requested in this RFQ.
3. The City **HAS** page limits specified in Section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
4. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response submitted or delivered after the time fixed for receipt will not be accepted unless waived as immaterial by the City given the specific fact-based circumstances. Responses arriving after the deadline may be returned unopened to the Consultant; or the City may accept the package and make a determination as to lateness.

**Electronic Submittal.**

The City allows and will accept an electronic submittal, in lieu of an official paper submittal.

1. The electronic submittal is to be e-mailed to the Program Administrator e-mail address (see page 4), on or before the deadline (Procurement Schedule, Table 1, Page 4 or as otherwise amended).
2. Title the e-mail very clearly with the RFQ Title and number and your company name.
3. Any risks associated are borne by the Proposer.
4. The City e-mail system will generally allow documents up to, but no larger than, 12 Megabytes.
5. If the Proposer also submits a hard-copy, the City will determine which form takes precedence in the event of discrepancies.

**7.7 License and Business Tax Requirements.**

Any resultant contract may require the additional licensing listed below. The Consultant needs to 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 that you have physical presence, such as: a building/facility located 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 RFP, 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 result in 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, along with the application and instructions for a Seattle Business License is provided below for your convenience.
11. Please note that 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.

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**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#). If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a 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 as a result 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 Proposer Responsibility to Provide Full Response.**

It is the Proposer’s responsibility to provide a full and complete response that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’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 Proposer after the RFP/RFQ deadline; this does not limit the City right to consider additional information (such as references that are not provided by the Proposer 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 resolicit 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 that has not been expressly provided for within the RFQ Scope of Work. The Proposers are to bring forward any questions about the scope that should be named within the solicitation, during the Q&A period.

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

If a contract is executed as a result 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 purposes. The City does not intend to request such background checks unless essential in the opinion of the City.

Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker with access to certain locations/systems/data to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. Such requirements may also require Seattle City Light to mandate that a worker sign a Non Disclosure Agreement, undergo a Personnel Risk Assessment and/or security awareness training.

**7.13 Negotiations.**

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to the proposal or the contract, in order to align the proposal or contract to meet City needs within the scope sought by the RFP/RFQ.

**7.14 Effective Dates of Offer.**

Solicitation responses are considered valid until the City completes award. Should any Proposer object to this condition, the Proposer 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 Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

**7.16 Readability.**

Proposers are advised that the City’s ability to evaluate proposals is dependent on the Proposer’s submittal document, including organization, level of detail, comprehensive material and readable.

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

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

**7.18 Errors in Proposals.**

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

**7.19 Withdrawal of Proposal.**

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 Proposals.**

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

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

This RFQ and the Proposer’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 Proposer.

**7.22 Independent Contractor.**

The Consultant works as an independent contractor. Although the City provides responsible contract and project management, this is distinguished from a traditional employer-employee function. This contract prohibits Consultant workers from supervising City employees, and prohibits Consultant workers from 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.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be made available for more than 36 months without specific authorization from the City Project Manager.

The City will not provide space in City offices for performance of this work. Consultants are required to perform work from their own office space or in the field, as appropriate to the work.

**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 Vendor Questionnaire requested in the Submittal instructions includes an “Equal Benefits Compliance Declaration,” which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Declaration. Instructions are provided on the Declaration. This applies to all City contracts with an estimated value at or above $44,000 a year.

**7.24 Women and Minority Subcontracting.**

It is the policy of the City, as directed through Mayor’s Executive Order and City ordinance to provide the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. The City requires all proposers agree to SMC Chapter 20.42, and requires proposers to seek meaningful subcontracting opportunities and supply a plan for including minority- and women-owned firms.

The solicitation requires you to submit an **Inclusion Plan**, which will be a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work when applicable. They City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use whatever selection methods and strategies the Consultant finds effective for successful WMBE participation. At the request of the City, Consultants must furnish evidence of the Consultant's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

**7.25 Insurance Requirements.**

Any specific City insurance requirements will be provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

**7.26 Proprietary and Confidential Material.**

**Requesting Disclosure of Public Records**

The City asks interested parties to refrain from requesting public disclosure of proposal records until a contract is executed. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or resolicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

**Marking and Disclosing Material.**

The State of 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 considered ***public records***. These records include but are not limited to proposal submittals, agreement documents, contract work product, or other material.

The State of 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 specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Proposers 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 very clearly and specifically 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 simply 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. Do not identify an 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 specifically 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 clearly identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the proposer 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. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, [wayne.barnett@seattle.gov](mailto:wayne.barnett@seattle.gov) or staff members Kate Flack, [kate.flack@seattle.gov](mailto:kate.flack@seattle.gov) and Mardie Holden, mardie.holden@seattle.gov).



**No Gifts and Gratuities**.

Consultants shall not directly or indirectly offer anything of value (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 that was on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value 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.**

If a Consultant has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer’s name. The Consultant Questionnaire within your submittal documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Consultant is to be aware and familiar with the Ethics Code, and educate Consultant workers accordingly.

**Contract Workers with more than 1,000 Hours.**

The Ethics Code has been amended to apply to Consultant company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such Consultant company employee covered by the Ethics Code must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code, and educate Consultant workers 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.

1. **Response Format.**

**Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.**

1. **Letter of interest (optional).**
2. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State 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, be sure to 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:** Provide a single page that clearly lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination that you have achieved all the minimum qualifications is made from this page. The Project Manager is not obligated to check references or search other materials to make this decision.
4. **Desired Qualifications:** The successful consultant team must able to:
   * Demonstrate that the consultant team has experience designing and developing a public waterfront park, with opportunities for shoreline/water-related recreation, particularly a park that meets all applicable ADA requirements and provides recreational experiences for all ages and abilities;
   * Demonstrate the experience to provide a high quality and unique park design;
   * Demonstrate the commitment to a sustainable design including the re-use of existing site materials and the use of recycled and/or locally sourced materials;
   * Demonstrate that the consultant team has experience designing and implementing a remedy to address known and any discovered contamination consistent with the requirements of MTCA;
   * Demonstrate that the consultant team has experience with building demolition, re-use and documentation consistent with the City of Seattle Landmarks process;
   * Demonstrate that the consultant team has experience with shoreline restoration in an ESA listed species corridor;
   * Demonstrate that the consultant team has experience securing any and all necessary local, state, and Federal permits and coordinating with local, state, Federal and Tribal agencies including but not limited to the Seattle Department of Planning and Development, Seattle Department of Neighborhoods (Landmarks), the Washington State Departments of Ecology, Fish and Wildlife and Natural Resources, US Fish & Wildlife Service, National Marine Fisheries Service, US Army Corps of Engineers, and the Muckleshoot and Suquamish Tribes;
   * Demonstrate that the consultant team has experience with community engagement, public presentation and facilitation to a broad range of stakeholders including UW, parks advocates and the general public;
   * Demonstrate strong engineering support and the ability to execute any design within the limitations of the existing site constraints; and,
   * Demonstrate an understanding of the relevant codes, current and proposed design guidelines, planning documentation, the City of Seattle Standard Plans for Municipal Construction and the Parks Standard Plans and Specifications. Provide solutions that are economical and feasible for implementation.
5. **Mandatory - Consultant Questionnaire:** Submit the following form with your proposal package. Be sure to submit this, even if you have sent one in to the City on previous solicitations or contracts.



1. **Consultant Inclusion Plan – Mandatory:**  The City requires an Inclusion Plan for all contracts estimated to be above $280,000 a year.



1. **Mandatory – Contract Exceptions**: This submittal details any “Exceptions” you request to the City contract boilerplate, following all the limits provided in Section 7 of the RFQ.
2. **Mandatory - Proposal Response**: This document details the forms, documents and format for your proposal response to the City. The proposal is limited to ten (10) pages, double sided, exclusive of the cover letter and any of the above required mandatory information. The proposal must outline the following:
   1. Consultant team organization;
   2. Experience with similar projects or project elements; and,
   3. Approach to the project.

**Procurement Package Checklist.**

**The SOQPA response should be packaged with each of the following documents. This list is for the convenience of bidders, to assist with quality control before submittal of your final package. Addenda may change this list; be sure to check any final instructions:**

1. Letter of Interest (optional)
2. Vendor Questionnaire (see Embedded Form).
3. Proof of Legal Name
4. Minimum Qualifications Sheet
5. WMBE Inclusion Plan
6. Contract Exceptions
7. Proposal Response (see Proposal Response Section, above).
8. **Selection Process.**

Notes to Project Manager: Carefully consider and edit this evaluation section. There are detailed instructions in the Evaluation Planning Tool document of what to think about as you design your evaluation process.

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* 1. **Initial Screening**: The Project Manager 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. Equal Benefits, Minimum Qualifications, responsive Inclusion Plan, satisfactory past performance 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:**

|  |  |
| --- | --- |
| Experience | 40% |
| Approach to the Project, including public outreach | 50% |
| Inclusion Plan | 10% |
|  |  |

* 1. **Interviews:** The City may interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned Project Manager that has been named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not, in any event, bring an individual who does not work for the Consultant or for the Consultant as a subcontractor on this project, without specific advance authorization by the City Project Manager.
  2. **Professional References:** The City may contact one or more professional references that have been provided by the Proposer in the Consultant, or other sources that may not have been named by the Proposer but can assist the City in determining performance.
  3. **Selection:** The City shall select the highest ranked Proposer(s) for award.
  4. **Contract Negotiations.** The highest ranked Proposer 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).

**9.7 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 that were active at that step in the process. In such event, 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 it decides no proposals meet its requirements.

**9.8 Points of Clarification**: Throughout the evaluation process, the City reserves the right to seek clarifications from any Proposer.

**9.9 Equivalent Scores**: In the event that the top two Consultants receive the same total score, the contract will be awarded to that Consultant who best meets City needs, in the opinion of the City

1. **Award and Contract Execution.**

The Project Manager intends to provide written notice of the intention to award in a timely manner and to all Consultants responding to the Solicitation.

**Protests to Project Manager.**

Interested parties that wish to protest any aspect of this RFQ selection process are to provide written notice to the City Project Manager for this solicitation.

**Protests – City Purchasing and Contracting Services.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP/RFQ process. Please see [the City Purchasing & Contracting Services protest](file:///C:\Documents%20and%20Settings\larsonst\Desktop\Revised%20Boilerplates\the%20City%20Purchasing%20&%20Contracting%20Services%20protest) policy for guidance, <http://www.seattle.gov/purchasing/pdf/ProtestPolicyBidLang.pdf> . Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City. Note that there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

**Debriefs.**

For a debrief, contact the City Project Manager.

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

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Project Manager after award decisions are made by the City. The Letter will include instructions for final submittals that are 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 as soon as 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. ****

**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**

No proof of insurance is required.

Proof of insurance is required; Standard Insurance with the inclusion of Professional Liability in the amount of $1,000,000.

**Attachment #2: Consultant Contract**



**Attachments Related To Site** **Development And Existing Conditions are available seperately**