 **City of Seattle**

**REQUEST FOR QUALIFICATIONS**

**Consultant Contract**

**Title: 18-022 Market Corridor**

**Planning, Design & Environmental Services**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release: eBid, DJC, Consultant Connection | 8/3/18 |
| Optional Pre-Submittal Conference: Conference Room 4080Seattle Municipal Building,700 Fifth Ave, Seattle | 8/13/189:00 AM to 10:00 AM |
| Deadline for Questions | 8/16/18 4:00 PM |
| Response Deadline, (See Table 2 Below) | 8/24/18 4:00 PM |
|  Interviews  | 9/17/18 - 9/21/18 |
| Announcement of Successful Proposer(s) | 9/27/18 |
| Anticipated Negotiation Schedule | 10/1/18 -11/2/18 |
| Contract Execution  | 11/20/18 |

*The City reserves the right to modify this.*

*Changes will be posted on the City website or as otherwise stated.*

**Procurement Contact Information**

Procurement Contact: Dominic Kirangi, Dominic.Kirangi@Seattle.gov

Table 2: Delivery Address

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

|  |  |  |
| --- | --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** | **Electronic Delivery – E-Mail Address** |
| SDOT Contracts and ProcurementSeattle Department of Transportation700 Fifth Avenue, Suite 3800Seattle, Washington 98104 | SDOT Contracts and ProcurementSeattle Department of TransportationP.O. Box 34996Seattle, Washington 98124-4996 | DOT\_CCU@Seattle.gov |

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

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# Purpose and Background.

The purpose of this project is to make transit plus multimodal improvements to the Market/45th corridor, consistent with the voter-approved Levy to Move Seattle. The primary goal of this project is to improve connectivity and safety by making transit speed and reliability improvements in the Market/45th corridor, which travels through Ballard, Wallingford and the University District. This corridor is served by King County Metro route 44 which operates between the Ballard Locks and UW Station via NW Market St, N 46th St, N/NE 45th St, 15th Ave NE and NE Pacific St. The City has implemented transit speed and reliability improvements throughout the corridor including bus bulbs, real-time information displays, transit signal priority, and bus lanes.

This procurement seeks services for planning and design of a variety of transit speed and reliability tools such as bus lanes, channelization modifications, intersection improvements, signal optimization, and transit signal priority. Additional services may include planning and design of pedestrian upgrades, bicycle facilities, paving improvements, signal upgrades, and multimodal improvements around I-5. The current project budget is approximately $10-16M with a planned opening of 2022.

This corridor was identified in the 2012 Seattle Transit Master Plan (TMP) as a Priority Bus Corridor and the 2016 TMP Update as a RapidRide corridor. King County Metro identifies the Market Corridor as a future RapidRide corridor in METRO CONNECTS, the King County Metro long-range plan adopted in January 2017.

Metro is currently defining funding, timeline and phasing for delivery of the countywide METRO CONNECTS RapidRide Program. SDOT anticipates implementing transit speed and reliability upgrades in this corridor prior to Metro delivery of RapidRide.

# Performance Schedule.

The contract will include conceptual planning through 30% design, as well as design, and design support during construction. Typical design milestones are conceptual planning through 30%, 60%, 90, and 100% design.

Tentative Schedule:

* Planning Phase (0% thru 30% Design): Q4 2018 – Q2 2020
* Design Phase (30% Design thru 100% Design): Q2 2020 – Q2 2021
* Construction/Opening (Construction through Substantial Completion): Q3 2021 – Q2 2022

SDOT is exploring options to achieve an opening date more consistent with U District Link Station opening in 2021.

Expected Consultant Costs:

* Planning Phase: $400 – 600K
* Design Phase: $850K – 2.0M
* Design Support During Construction: $100K – 200K

# Solicitation Objectives.

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

* Secure a team that will work closely with the City and our partner King County Metro to plan and design the Market Corridor in a time frame consistent with the project schedule.
* Identify and hire the most qualified team to perform the following services: project management, multimodal transportation planning, urban design, engineering, traffic and multimodal analysis, ridership forecasting, capital and operating cost estimating, environmental processes, and bus rapid transit design and planning.
* Secure a team that can identify and evaluate multiple concepts or sets of improvements and facilitate a process to prioritize those that can best achieve project speed and reliability goals within the identified project budget.
* Select a team with a strong Project Manager that can facilitate the advancement of the Market Corridor project with skilled planning and design leads, and well-integrated quality assurance practices through successful implementation of the project.

# Minimum Qualifications.

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

Key Staff Qualifications:

• The Consultant Project Manager, Planning Lead and Design Lead must each have demonstrated experience working with a public agency of similar size to the City of Seattle within the last 5 years providing similar transit and multimodal planning and design services.

• The Design Lead must be a current State of Washington licensed engineer in good standing with at least:

* + Three (3) years of transit and multimodal corridor design experience,
	+ Experience with delivering public works projects on a complex urban arterial, including the preparation of a complete plans, specifications, and estimate package.

• The Engineer of Record for any design work authorized in the Contract must be a current State of Washington licensed engineer in good standing.

# Scope of Work.

1.

This will be a phased contract with a series of work authorizations. The first phase will be Conceptual Planning to 30% Design. Subsequent phase milestones typically include 60%, 90% and 100% design milestones as well as design support during construction.

SDOT has identified the following core functions in this scope of work:

* Project Management
* Traffic and parking data collection
* Transportation and transit planning
* Traffic/multimodal analysis and modeling
* Civil engineering
* Cost estimating
* Signals and ITS design

A core function is an element of work that SDOT is certain will be performed and is substantive.  Consultants shall focus on the core functions when developing meaningful and realistic integration of WMBE roles in proposed Inclusion Plans. Additional areas of consultant support for this project include, but are not limited to:

|  |  |  |
| --- | --- | --- |
| •PS&E Development  | •Roadway and Pavement Design | •Quality Control & Assurance |
| •Value Engineering & Constructability | •Street and Pedestrian Lighting Design | • Geotechnical & Structural Design |
| •Environmental Documentation & Permitting | •Electrical & OCS/Trolley Wire Design  | •Stormwater & Stormwater Code Compliance |
| •Utilities Design | •Site Preparation & Staging Plans  | •Urban & Landscape Design |
| •Right of Way Document Preparation and Support | •Community Outreach Support & Visualizations  | •Design Support During Construction |
| •Coordination with other Agencies |  |  |

**5.1 Planning to 30% Design**

The first phase of this project will be to conduct planning and conceptual design services for the Market Corridor which follows the King County Metro Route 44 alignment.

This will require completion of the SDOT Project Definition Phase (0 -30% milestone). Key deliverables may include:

* Existing Conditions Analysis
* Alternatives Analysis Report
* Traffic Analysis Report
* Pavement Design Report
* Drainage Report and Stormwater Facility Design
* Scope of Work
* Topographic Survey and Basemap
* 30% Design Plans
* Project Cost Estimate
* Project Schedule
* Funding Plan and Budget
* Project Definition Memo (summarizing decisions from Project Definition phase)
* Project Risk Register
* King County Metro Coordination Log

Public involvement will be led through a separate contract. The CONSULTANT team will be expected to provide graphics, design information, and/or deliverables to support public involvement.

Work under this contract will build on findings of the Transit Corridor Improvement Project NW Market/45th Street completed October 2012. This study included a set of recommended transit speed and reliability improvements, some of which have already been implemented. Improvements from the 2012 project include bus stop closure/consolidation, transit signal priority, turn restrictions, transit/BAT lanes and intersection rechannelization. Transit improvements identified will be validated through an existing conditions analysis and will form a starting point for the conceptual design.

**5.2 30% to Final Design**

Prepare 60, 90, 100%, and Advertisement Ready Plans, Specifications & Estimate (PS&E) packages complete with total project cost estimates, engineer’s estimate of construction cost, special provisions and complete project manual. Key deliverables may include:

* General Plans (Cover sheet, Index, General Notes)
* Survey Control Plans
* Horizontal Alignment Plans
* Site Prep Plans
* Roadway, Paving and Grading Plans including sidewalks and ramps
* Stormwater and Utility Plans
* Channelization and Signing Plans
* Landscape Plans
* Traffic Signal, Street Lighting and Pedestrian Lighting Plans

**5.3 Design Support During Construction**

Services for construction support may include:

* Preparing design addendum and change orders
* Responding to contractor Requests for Information
* Shop drawing submittal reviews

# Contract Modifications.

The City consultant contract is attached (See Attachments Section).

The City has attached its boilerplate contract terms to allow Proposers to be familiar with boilerplate, and the non-negotiable terms before submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer. The City cannot modify contract provisions mandated by Federal, State or City law: to: Equal Benefits, Audit (Review of Vendor Records), DBE / WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

# Procedures and Requirements.

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

**7.1 Registration into the Online Business Directory**

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

## 7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location specified on page 1. Proposers are required to attend the conference in order to be eligible to submit a proposal for this project. The meeting provides important details about the project that will only be shared and discussed at this meeting. Proposers have the opportunity to ask questions or raise concerns during this time. 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.**

Proposers may submit questions to e-bid exchange until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under 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 RFP/RFQ.**

The City may make changes to this RFQ if, in the sole judgment of the City, the change will not compromise the City’s objectives in this solicitation. Any change to this RFQ will be made by formal written addendum issued by the City and shall become part of this RFQ.

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

It is the obligation and responsibility of the Consultant to learn of addenda, 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 with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

## 7.6 Proposal Submittal.

1. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
2. All pages are to be numbered sequentially, and closely follow the requested formats.
3. The City has page limits specified in the Response Format 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 delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**7.7 Hard Copy Submittal.**

Delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound, and one (1) electronic copy of the response.

The City will not accept Fax and CD copies as originals in lieu of paper or electronic e-mail copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

1. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person’s name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
2. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
3. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock.

**7.8 Electronic Submittal.**

The City allows and will accept an electronic submittal with an official paper submittal.

1. The electronic submittal is e-mailed to the Electronic Delivery – E-Mail Address (see table 2).
2. Title the e-mail so it won’t be lost in an e-mail stream.
3. Any risks associated with an electronic submittal are borne by the Proposer.
4. The City’s e-mail system will typically allow documents up to 20 Megabytes.
5. If the Proposer also submits a hard-copy, the hard copy has precedence.

**7.9 Proposer Responsibility to Provide Full Response.**

It is the Proposer’s responsibility to respond in a manner 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 reflect 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’s 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.

**7.10 Prohibited Contacts.**

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition.  If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

**7.11 License and Business Tax Requirements.**

The Consultant must meet all applicable licensing requirements 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 required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

**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/employee(s) 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/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. The City of Seattle Application for a Business License can be found here: <http://www.seattle.gov/licenses/get-a-business-license>
7. You can find Business License Application help here: [http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
8. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/)
9. 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. The main phone is 206-684-8484.
10. The licensing website is <http://www.seattle.gov/licenses>
11. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
12. 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.

**7.12 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 (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://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

## 7.13 Federal Excise Tax. The City is exempt from Federal Excise Tax.

**7.14 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue 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.

**7.15 Expansion Clause**.

The contract limits expansion of scope and new work not expressly provided for within the RFQ.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFQ as intended work for the Agreement) must comply with the following:

 (a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

## 7.16 Effective Dates of Offer.

Solicitation responses are 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.

## 7.17 Cost of Preparing Proposals.

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

**7.18 Readability.**

The City’s ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

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

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

## 7.20 Errors in Proposals.

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

**7.21 Withdrawal of Proposal.**

A submittal may be withdrawn by written request of the submitter.

## 7.22 Rejection of Proposals.

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

## 7.23 Incorporation of RFP/RFQ and Proposal in Contract.

This RFQ and Proposer’s response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City’s contract with the Proposer.

**7.24 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.

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

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.

## 7.25 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.

**7.26 Women and Minority Subcontracting.**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes 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. They City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants 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.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City’s [Online Business Directory](http://www.seattle.gov/city-purchasing-and-contracting/online-business-directory). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises (OMWBE)](http://www.omwbe.wa.gov/certification/certification_dbe.shtml).

## 7.27 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

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

## 7.28 Proprietary Materials.

## 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 bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless 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).

Bidders/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://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

## Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request.  However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld.  A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification.  To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by the City (see page 4 on the Consultant Questionnaire) 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 the Form.  Only the specific records or portions of records properly listed on the Form 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 Form, the City will notify you in writing of the request and will postpone disclosure.  While it is not a legal obligation, the City, as a courtesy, will allow you 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.

The City will not assert an exemption from disclosure on your behalf.  If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation.  Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release.  By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced.  This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation.  With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.  If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

**7.29 Ethics Code.**

Familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. For an in depth explanation of the City’s Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. 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 of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. 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.

**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.

**Campaign Contributions** (**Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions.For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or **polly.grow@seattle.gov**.

**7.30 Background Checks and Immigrant Status.**

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

**7.31 Notification Requirements for Federal Immigration Enforcement Activities.**

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

1. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
2. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

# Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response. For all pages we require 8.5 X 11 single sided and single spaced.**

1. **Mandatory - Consultant Questionnaire**

Submit the following in your response, even if you sent one in to the City for previous solicitations.

[http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx](https://seattlegov.sharepoint.com/%3Aw%3A/r/fas/city-purchasing-contracting-services/_layouts/15/Doc.aspx?sourcedoc=%7B52DEE4FC-920D-4FAA-AAE2-44A9A6DA42C5%7D&file=fas-cpcs-consultant-questionnaire.docx&action=default&mobileredirect=true)

1. **Letter of interest** (1 page)
2. **Proof of Legal Business Name** (1 page)

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. 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/)

1. **Mandatory – Minimum Qualifications** (2 pages)

Provide two 8.5 X 11 single spaced one-sided pages that list each Minimum Qualification, and exactly how you achieve each minimum qualification. The determination the team has achieved all the minimum qualifications is made from these two pages. The evaluation committee is not obligated to check references or search other materials to make this decision.

1. **Mandatory – Consultant Inclusion Plan**

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan: [http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan\_ConsultantContracts.docx](https://seattlegov.sharepoint.com/%3Aw%3A/r/fas/city-purchasing-contracting-services/_layouts/15/Doc.aspx?sourcedoc=%7B0A532E4B-73BD-47AF-A0F5-0430FFF9A8BA%7D&file=fas-cpcs-consultant-inclusion-plan.docx&action=default&mobileredirect=true)

1. **Mandatory - Proposal Response** (11 pages)

This document details the submittal requirements for your proposal response.

(See section 9.2)

1. **RESERVED**

**Submittal Checklist.**

**Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:**

[ ]  1. Mandatory - Consultant Questionnaire

[ ]  2. Letter of Interest

[ ]  3. Proof of Legal Business Name

[ ]  4. Mandatory – Minimum Qualifications

[ ]  5. Mandatory – Consultant Inclusion Plan

[ ]  6. Mandatory – Proposal Response

[ ]  7. RESERVED

# Selection Process.

**9.1 Initial Screening**

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

**9.2 Proposal Evaluation**

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked.

1. Project Management Approach (25 points total)
2. SDOT would like a project manager that will be responsible throughout the life of the project as well as designated planning and design leads. Please describe how the project manager will work with the planning and design leads to successfully complete the project (10 points).
3. Describe the project manager’s approach and experience managing risk and controlling change on complex, high profile projects. (10 points)
	1. Include relevant examples of how this was implemented on previous projects and resulted in ensuring project schedule and/or budget goals were met.
4. Describe the approach to developing and implementing a quality management plan for the project. (5 points)
	1. Describe how reviews and responses to comments will be tracked for reports and plans.
	2. Describe in detail how the QC/QA process will be implemented to ensure the design meets the project goals, accurate estimates have been prepared, and the PS&E documents are complete.
5. Proposed Team (20 points total)
6. Provide the proposed team organization including all subconsultants. (15 points)
	1. Identify your key team members and include a description of their role, level of involvement, credentials, number of years of professional experience and number of years with their current firm.
	2. Identify how the proposed staff and team members have successfully worked together on previous projects. What challenges were encountered and how were they overcome?
7. Describe the approach for adjusting the staffing needs over the duration of the project through the planning, design and construction phases. (5 points)
	1. Address how this approach will ensure meeting the schedule requirements of the project.
	2. Identify specific leads for such elements as stormwater code compliance, environmental documentation, pavement design, traffic control, etc.
8. Relevant Project Experience (25 points total)
9. Describe project team members’ experience in successfully delivering projects of similar scale and work elements as required for this project.
	1. Provide three to five example projects performed within the last five years
	2. Example projects should be similar in scope, magnitude and complexity to the work proposed for this project.
	3. The example project descriptions should specify the services provided, contract amount and the name, title, email and phone number of the client’s project manager.
	4. Provide a matrix that demonstrates correlation between the proposed Consultant team and the project examples.
10. Project Understanding and Approach (20 points total)
11. Describe your understanding of the objectives of the project. (10 points)
	1. Identify key stakeholders and your approach to working with them to address their needs and concerns.
	2. Identify and demonstrate your understanding of design standards and guidelines applicable to this project.
12. Discuss and explain your approach to ensuring successful completion of the project. (10 points)
	1. Include key challenges and approach to addressing them.
	2. Describe your approach to advancing preliminary plans developed by others through the next phase of design progression and ensuring continuity in the project through future design phases and construction.
	3. Describe how you will work with the multitude of requirements associated with stakeholders and partners including Seattle Department of Transportation, Seattle Public Utilities, Seattle City Light, and King County Metro.
13. Inclusion Plan (10 Points)
14. See Section 8-5.

 **Evaluation Criteria:**

|  |  |
| --- | --- |
| Project Management Approach | 25 Points |
| Proposed Team | 20 Points |
| Relevant Project Experience | 25 Points |
| Project Understanding and Approach | 20 Points |
| Inclusion Plan | 10 Points |
| Total  | 100 Points |

* 1. **Interviews**

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the results of the interviews. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact.

* 1. **References**

The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

**9.5 Selection**

The City shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

**9.6 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 cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

**9.7 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant.  New awards thereafter are also extended this right.

**9.8 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 Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

**10.1 Protests.**

Interested parties that wish to protest any aspect of this RFQ selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**10.2 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 process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> . Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note 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.

**10.3 Limited Debriefs.**

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

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

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact 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.

**10.5 Checklist of Requirements 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.
* Evidence of Insurance (if required)
* Special Licenses (if any)

**10.6 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.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**10.7 Insurance Requirements**

* No proof of insurance is required.

X Proof of insurance is required

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**10.8 Standard Consultant Contract Template**

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