



City of Seattle

Department of Finance & Administrative Services (FAS)
Capital Development & Construction Management (CDCM) Division

REQUEST FOR STATEMENTS OF QUALIFICATIONS Architectural/Engineering Consultant Services RFQ# CDCM 2019-01

Seattle City Hall Plaza Restoration Submittals due by 2:00 p.m. PST, JUNE 26, 2019

Schedule of Events	Key Dates
RFQ Release	6/5/19
Optional Pre-Submittal Meeting & Inclusion Networking Conference	2:00-3:00 PM 6/12/19 Seattle Municipal Tower (700 Fifth Ave), Room 1600
Deadline for Questions	6/19/19
Sealed Submittals Due to the City	By 2PM (Pacific Time) 6/26/19
Submittals screened & notification of shortlist/interview selections	6/28/19
Interviews (optional)	7/2/19
Announcement of Selected Consultant	7/5/19

*The City reserves the right to modify this schedule at the City's discretion.
Notification of changes will be posted on the City procurement website or as otherwise stated herein.*

Contact:

RFQ Project Manager: Ryan Kennedy
Ryan.kennedy@seattle.gov

Delivery Address:

Courier and Hand Delivery – Physical Address	US Post Office – Mailing Address
ATTN: Ryan Kennedy Seattle Municipal Tower Dept. of Finance and Administrative Services Capital Development & Construction Mgt. Division 700 Fifth Ave., Suite 5200 (floor 52) Seattle, WA 98104	ATTN: Ryan Kennedy Seattle Municipal Tower Dept. of Finance and Administrative Services Capital Development & Construction Mgt. Division P.O. Box 94689 Seattle, WA 98124-4689

Unless authorized by the RFQ Project Manager, no other City official or employee may speak for the City with respect to this solicitation. Any consultant seeking information, clarification, or interpretations from any other City official or City employee is advised that any such information is used at the consultant's own risk. The City will not be bound by any such information, clarification, or interpretation. Following the submittal deadline, consultants shall continue to direct communications only to the City's RFQ Project Manager (unless otherwise directed), who will send out information as decisions are concluded.

1. PURPOSE AND BACKGROUND

The City of Seattle Department of Finance and Administrative Services (FAS), Capital Development & Construction Management Division (CDCM) seeks a consultant architect and engineer (A/E) team to provide professional services to address and eliminate water infiltration for the Seattle City Hall Plaza Restoration project. Subconsultant services may include civil, landscape, structural, MEP, envelope/waterproofing and cost estimating. One consultant team will be selected for this project to provide basic design services. CDCM will manage the design and construction of this project.

The agreement resulting from this selection will follow the Washington State A/E Fee Schedule (<http://www.OFM.wa.gov>) effective July 2015 for a Schedule B project. The current maximum allowable construction cost (MACC) is approximately \$3,000,000.

Project Background:

The City Hall building and adjacent plaza were built in 2005 in two phases, with the plaza constructed after the building. The plaza has experienced water infiltration issues since shortly after the project was completed, with water infiltrating into the interior “Red Room” vestibule and utility spaces situated below the plaza at level G2. Repairs have been attempted to address the infiltration but have not been successful in eliminating the issues. A study was conducted in 2011 by Miller Hayashi Architects, which included limited field investigation and recommendations for repairs. These recommended repairs have not been completed. Another report (“*Plaza Water Infiltration Investigation Report*” dated March 29, 2019 by Miller Hayashi Architects) was completed to expand on the previous study and confirmed the plaza’s the building’s original construction assemblies and waterproofing details with additional destructive site investigation. This report provided recommendations for repair, and provided a conceptual level cost estimate. The scope of destructive investigation for this report was limited and further investigation of the remainder of the plaza may be conducted.

The findings of the latest investigation generally confirm the construction assemblies indicated in the record as-built documents, and general conclusions are as follows:

1. The leaking appears to be caused primarily due to the lack of a continuous waterproofing membrane system and flashing as designed in the original construction drawings.
2. The waterproofing system consists of water-repellent ad-mixture (Caltite) has proven to be an ineffective water resistive barrier.
3. Deficiencies in the existing under slab drainage assembly, and detailing of subsequent repair attempts, appear to further contribute to the water infiltration issues.

In order to completely address the water infiltration issues, it is the recommendation of the “*Plaza Water Infiltration Investigation Report*” dated March 29, 2019, that a properly detailed waterproof membrane assembly be installed throughout the plaza, planters, and fountain. Scope to accomplish this will require, at a minimum, the following:

1. Removal of all concrete paving, stone pavers, and landscaping, and underlying materials, down to the structural concrete slab, throughout the plaza, planters, central stair, and fountain.
2. Removal of stone wall veneer at the building a minimum 12” above topping slab elevation to tie waterproofing into existing wall weather barrier system.
3. Installation of a membrane waterproofing system with flashing and drain mat throughout.
4. Installation of a fully soldered stainless-steel pan along the length of the exterior fountain.
5. Modification of drains to reduce the accumulation of water at the structural slab.
6. Reinstallation or replacement of hardscapes, stone veneer, and landscaping to match existing.

Project Schedule

Project Phase and Key Milestones	Target Date for Key Milestones
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Consultant Contracting	September 2019
Schematic Design complete	December 2019
Design Development complete	March 2020
Construction Documents complete	July 2020
Public Works Bidding	Q3 2020
Notice to Proceed/Equipment Order	Q4 2020
Substantial Completion	October 2021

2. SCOPE OF SERVICES

The selected consultant team, including subconsultants, will provide basic architectural and engineering services to design the work, develop documents for bidding and construction, and administer the construction and completion of the project. Services may include, but are not limited to:

1. Review existing documents and site conditions prior to design commencement.
2. Provide cost estimates and project schedules for each design phase.
3. Develop construction phasing strategy as applicable.
4. Coordinate with all applicable municipal, state and federal regulatory agencies.
5. Assist in obtaining all permits as required.
6. Bid assistance and evaluation.
7. Construction administration.
8. Coordinate plans with City of Seattle staff with regard to site security, building maintenance and operations and public information.
9. Warranty consultation.

3. CONSULTANT QUALIFICATIONS

Consultant must demonstrate their qualifications in the following areas:

The following are minimum qualifications and licensing requirements the consultant must meet in order to be eligible to submit. Submittals must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected without further consideration:

1. Experience with specifying and detailing waterproofing systems.
2. Experience with existing conditions, repair work, inspections, and reporting.
3. Specific tools, experience and/or processes for cost estimating.
4. Current license to do business in the State of Washington and City of Seattle
5. Examples of previous experience successfully providing design and construction administration services to public agencies.
6. Specific tools for tracking progress and reporting among multiple parties.
7. Experience with ADA regulations, design advisory consultation and master planning.
8. Two (2) references each from owners and contractors that have worked with the responding consultant in the last two years, for a total of four (4) references. The list must include contact name, phone number, and name, address and description of projects.

4. CONTRACT FORM & OTHER EXHIBITS

The City has included its boilerplate contract terms with this solicitation to allow potential consultants the opportunity to get familiar with the City's *non-negotiable* terms prior to investing time into submitting for this work. The City will not modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

Materials Available with this Solicitation

1. City of Seattle Consultant Contract Boilerplate ver. 3/6/19 – FYI
2. Conditions of Agreement - FYI
3. **Mandatory form:** Consultant Questionnaire including Equal Benefits Compliance Declaration
4. **Mandatory form:** Consultant Inclusion Plan
5. *Plaza Water Infiltration Investigation Report* dated March 29, 2019 by Miller Hayashi Architects

The City will post these materials as separate documents in this solicitation along with this RFQ on the City's procurement website www.ebidexchange.com/seattle. *Please note mandatory form(s) must be included in your package at time of submittal for your response to be considered compliant.*

5. INSTRUCTIONS & REQUIREMENTS

This section details the City's instructions and requirements for your submittal. The City reserves the right at its sole discretion to reject the submittal of any consultant that fails to comply with the instructions and/or requirements.

Registration into the Online Business Directory

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

Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on page 1. Consultants are highly encouraged, but not required, to attend. The meeting answers questions about the solicitation, clarifies any issues, and offers an opportunity for consultants to raise any concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-submittal conference. Questions and answers, as well as a sign-in sheet of pre-submittal attendees will be posted as an Addendum to the solicitation on eBid Exchange.

Questions

Proposers may email questions to the RFQ Manager listed on page 1 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.

Changes to the 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.

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 uses eBid Exchange to broadcast its solicitations and public works bids and does not guarantee that any other such third 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 may be critical to the project.

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, 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 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 submittal, contact the RFQ Manager 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 submittal or contract work products, are exempt from disclosure, you can request 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 submitters 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>.

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.

Communications with the City: All communications concerning this RFQ should be submitted in writing to the RFQ Project Manager listed on page 1 prior to the deadline for questions also indicated on page 1. It is the responsibility of the interested consultant to receive responses to questions and to learn of any addenda, responses, or notices issued by the City. The City will issue any such notices via the solicitation posting on www.ebidexchange.com/seattle. Note: Some third-party services decide to independently post City of Seattle solicitations on their own websites. The City does NOT guarantee that such services have accurately provided submitters with all the information published by the City and encourages those interested in this solicitation to use only the City's procurement site listed in this paragraph.

Licensing and Business Tax Requirement: 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, as the City will not separately pay or reimburse those costs to the consultant.

Seattle Business Licensing and associated taxes:

- a. 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.
- b. 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.).
- c. 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”.
- d. 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.
- e. 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.
- f. The City of Seattle Application for a Business License can be found here:
<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>
- g. You can find Business License Application help here:<http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. 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.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. 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.
- l. 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. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

State Business Licensing and associated taxes: 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.

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

Consultant Responsibility to Provide Full Response: It is the consultant’s responsibility to provide a full and complete written response in its submittal, including all mandatory forms, which should not require interpretation or clarification by the RFQ Project Manager. The consultant is to provide all requested materials, forms and information. The consultant is responsible to ensure the materials submitted properly and accurately reflect the RFQ specifications and 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 consultant after the RFQ deadline. However, this does not limit the right of the City to consider additional information (such as references that are not provided by the consultant, but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

No Guaranteed Use: The City does not guarantee use of any contract(s) resulting from this solicitation. The solicitation may provide estimates of use; such information is for the convenience of the consultant and does not serve as a guarantee of usage. The City reserves the right to make multiple or partial awards, to terminate contracts, and/or to order projects based on City needs. The City reserves the right to use other appropriate contract sources to obtain these services, such as State of Washington contracts. The City may periodically re-solicit for new additions to the consultant pool, to invite additional consultants to submit for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

Cost of Preparing Submittal: The City will not be liable for any costs incurred by the consultant in the preparation and presentation of submittals delivered in response to this RFQ.

Changes or Corrections in Submittal: Prior to the RFQ closing date and time, a consultant may make changes to its submittal, if the change is initialed and dated by the consultant. No change shall be allowed after the closing date and time. Consultants are responsible for errors and omissions in their submittals.

Withdrawal of Submittal: 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.

Rejection of Submittal and Rights of Award: The City reserves the right to reject any or all submittals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submittals.

Independent Contractor: The consultant works as an independent contractor. 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.

Equal Benefits: Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether submitters 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 submittal package includes an “Equal Benefits Compliance Declaration” in the Consultant Questionnaire, 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.

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 businesses. All proposers must agree to SMC Chapter 20.42 and seek meaningful subconsultant opportunities with WMBE firms wherever possible. 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](#). 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 \(OMWBE\)](#). This is both a strong cultural value and a requirement of the City of Seattle for all contracts valued at \$314K or higher. Consultants submitting for this work will be required to complete a MANDATORY Consultant Inclusion Plan outlining its subconsultant team and intended use of women- and minority-owned businesses.

Insurance Requirements: Formal proof of insurance is required to be submitted to the City before execution of the contract, and the City will remind the apparent successful consultant in the Intent to Award letter. The apparent successful consultant must promptly provide such proof of insurance to the City, and any contract will not be executed until all required proof of insurance has been received and approved by the City. Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event the consultant is selected as a finalist. Consultants may elect to provide the requested insurance documents within their submittal.

Any consultant selected from this solicitation will be required to provide the following evidence of insurance for the entire term of the contract:

- \$1,000,000 Professional Liability
- \$1,000,000 Commercial General Liability
- \$1,000,000 Auto Liability
- Must provide Workers Compensation

6. SUBMITTAL FORMAT

All submittals must be received into the City no later than the date and time given on page 1 except as revised by Addenda. **The submitter has full responsibility to ensure the response is received by the City before 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. Submittals arriving after the deadline will be returned to the consultant.

A. **Mandatory – Submittal Response:**

The Statement of Qualifications shall be 8-1/2" x11" in format, double sided, and no more than ten (20) pages (40 surfaces excluding covers or tabs) and should include:

- **Letter of Interest.** Letters are encouraged to summarize interest in the project.
- The identification of the members of your team. A description of the specific qualifications of the team and individuals as they relate to the project.
- Completed **Consultant Questionnaire** *including Equal Benefits Compliance Declaration*. This is a mandatory form and will become a material part of this contract for any consultant selected.
- Completed **Consultant Inclusion Plan**. This is a mandatory form and will become a material part of this contract for any consultant selected.
- **Executive Summary of Consultant Qualifications:** Provide a response (not exceeding two (2) pages (four surfaces) stating how you meet each Consultant Qualification listed in [Section 3](#). The determination that you have met each qualification is made from these pages. The City's Project Manager is not obligated to check references or search other materials to make this determination.

B. The City requires three (3) submittals in hard-copy delivered to the City. Fax, e-mail and CD copies will not be accepted as an alternative to the hard copy requirement. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed to the RFQ Project Manager, submittal title and RFQ number as noted

on page 1. If not clearly marked, the consultant bears all risk and responsibility of its submittal packet being misplaced and not properly delivered.

- C. Submit as outlined above with all completed attachments. Failure to clearly and completely provide all information on forms provided and in order requested, may result in rejection as non-responsive.

Right to Reject Submittals

The City reserves the right to reject any and all submittals at any time with no penalty or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the RFQ Project Manager.

Negotiation

The City has significant and critical timeframes impacted by this work. The City shall initiate contract negotiations with the apparent successful consultant(s) and retains the option to terminate negotiations and continue to the next apparent successful consultant if contract negotiations are not progressing in a productive manner, at the sole determination of the City. As previously stated, for your information prior to submitting for this work, the City’s standard contract terms and Conditions of Agreement are available in this solicitation on the eBid web site at <https://www.ebidexchange.com/seattle>.

7. SELECTION PROCESS

- 1. **Initial Screening:** The RFQ Project Manager shall first 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, a responsive Inclusion Plan, satisfactory past performance if applicable, satisfactory financial responsibility and other elements of responsiveness and responsibility will be screened in this step.
- 2. **Submittal Evaluation:** The City will evaluate submittals using the criteria specified below based on the qualifications detailed in Section 3. Responses will be evaluated and ranked or scored.

Evaluation Criteria:

Consultant Qualifications	55%
Inclusion Plan	10%
Demonstration of quality and relevant work	30%
References	5%
TOTAL:	100%

- 3. **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 submittals. Consultants invited to interview are to bring the assigned Project Manager that has been named by the consultant in the submittal and may bring other key personnel named in the submittal. 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.
- 4. **Professional References:** The City may contact one or more professional references that have been provided by the consultant, or other sources that may not have been named by the consultant but can assist the City in determining performance.
- 5. **Selection:** The City shall select the highest ranked consultant for award.
- 6. **Contract Negotiations:** The highest ranked consultant will be asked to provide the appropriate evidence of

insurance as outlined in the RFQ and 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 but does not intend to negotiate boilerplate contract terms and conditions, which have been posted with this solicitation. The RFQ Project Manager intends to provide written notice of the intention to award in a timely manner and to all consultants responding to the Solicitation. That letter will advise selected consultant on the documentation required for the contracting process.

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

8. **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.

Daily Journal of Commerce advertisement dates:

June 5 and June 6