



City of Seattle

REQUEST FOR QUALIFICATIONS

Consultant Contract

Request for Qualifications # SCL-1901674

PROJECT TITLE: CEDAR FALLS PROJECT 5-YEAR INDEPENDENT CONSULTANT INSPECTION SERVICES

Table 1: Procurement Schedule

Schedule of Events	Date/Time (PST)
Solicitation Release	October 28, 2019
Pre-Submittal Conference (See 7.2 below)	November 4, 2019, 1:00-2:00 pm
Deadline to Submit Questions	November 6, 2019 by 3:00 pm
Answers to Questions – Posted as Addendum	November 8, 2019
Deadline to Submit Proposals	November 22, 2019 by 3:00 pm
Shortlisting of Consultants	November 28, 2019
Interviews (Optional)	December 2 nd thru 6 th , 2019 if required
Notification to Selected Consultant	December 9, 2019
Clarification Period	December 10 th thru 13 th , 2019
Contract Execution Target	December 20, 2019

*The City reserves the right to modify this.
Changes will be posted on the City website or as otherwise stated.*

Release Date: October 28, 2019

Seattle City Light
Procurement and Contracting Office

Contact: **Ned Lichty, Sr. Procurement & Contracting Specialist**

Email: Ned.Lichty@Seattle.gov

**Procurement Contact Information
The City of Seattle, Seattle City Light Department**

Table 2: Delivery Address

**The City will accept electronic submittals only for this RFQ #SCL-1901674.
Submit via email to Ned.Lichty@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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1. Purpose and Background.

The purpose of this contract and scope of services is to hire a Consultant to perform an inspection of the Cedar Falls project for Seattle City Light (City Light) and Seattle Public Utilities (SPU) in general accordance with the Federal Energy Regulatory Commission (FERC) Part 12D process. Although the Cedar Falls Project is not regulated by FERC, City Light and SPU request that the general organization and contents of the deliverables be submitted in that format.

Cedar Falls Dam (known as Masonry Dam) is a cyclopean concrete gravity structure, originally constructed in 1914 for the City of Seattle. The reservoir currently provides approximately 70 percent of the water supply needs for the City of Seattle and surrounding service area. The dam is regulated by the Washington State Department of Ecology, Dam Safety Office (Dam Safety ID KI08-255). The dam has a maximum structural height of 230 feet and a length of 980 feet. The dam includes a broad crested service spillway, controlled by a 40-foot wide, 13-foot high fixed roller gate. The auxiliary spillway consists of three 40-foot wide, 32-foot high radial gates which discharge into a reinforced concrete chute on the right side of the dam.

The dam is also used to produce hydroelectric power. A 1,500-foot long power tunnel runs from the dam to the lower gatehouse. From the lower gatehouse, two 78-inch diameter steel penstocks extend 7,000 feet to the downstream powerhouse. The average head on the plant is approximately 600 feet.

The Overflow Dike is a roller compacted concrete (RCC) dam located upstream of the Cedar Falls Dam at the point where Masonry Pool meets Chester Morse Lake. The dam is used to store water in Chester Morse Lake during part of the year. When the Masonry Pool reservoir is above El. 1550, the RCC dam is submerged (typically between January and July). Below this elevation, a gate and bypass valve are used to regulate discharges into the Masonry Pool.

This inspection must comply with the current Federal Energy Regulatory Commission (FERC) Engineering Guidelines for the Evaluation of Hydropower Projects.

2. Performance Schedule.

The term of the contract shall begin on the date of execution and is expected to continue through March 30, 2022. The majority of the work will be completed in 2020, with a draft report of results due to City Light and SPU by October 30, 2020. The remainder of the time is allowed for City Light and SPU comment and review. City Light has identified a budget of \$220,000 for this work. Additional work not specifically identified in this RFQ may include a risk assessment; project improvements; long-term planning studies; and, other project-related work resulting from reviews, inspections, and other findings.

3. Solicitation Objectives.

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

- Review of Project Documentation to Understand Existing Performance
- Supporting Technical Information Document (STID) Update
- Dam Safety Visual Field Inspection
- Focused Spillway Assessment
- Potential Failure Mode Analysis Review, Workshop, and Update
- Dam Safety Surveillance and Monitoring Plan (DSSMP) Update
- Detailed Spillway Radial Gate Inspections and Gate Inspection Report (GIR)

The project deliverables are as follows and should include draft and final revised documents issued digitally in MS Word and Adobe (.pdf) file formats:

1) A technical review of previous analyses, standard operating procedures, and surveillance and monitoring data will be performed including:

- Standard Operating Procedures
- Geology and Seismicity
- Hydrology and Hydraulics
- Surveillance and Monitoring Program
- Stability and Stress Analyses of Project Structures
- Spillway Gates

Where applicable, a clear statement will be made to confirm that the Independent Consultant (IC) has reviewed the assumptions, methodologies, and results of various analyses and they were appropriate, applied properly, and meet current state of the practice and current regulations.

2) All sections of the STID will be updated and completed to the extent possible using available project records and documents provided by City Light/SPU. The revisions will include the revised Potential Failure Modes Analysis (PFMA) report in Section 1 of the STID and the updated DSSMP in Section 7 of the STID.

3) The dam safety inspection report will be prepared in general accordance with the FERC's current Part 12D Safety Inspection Report outline. Appendices will be provided including attachments, drawings, figures, instrumentation data plots, inspection photographs, visual inspection checklists, and operation and maintenance data as provided by City Light/SPU (this is the main body of the Part 12D inspection report).

4) A summary of the findings of the spillway inspection will be incorporated into the Part 12D Inspection Report. The report will document findings from the inspection and will include a summary of findings related to the spillway foundation, drainage features, design characteristics, hydraulic features, and performance related issues as an Appendix in the Part 12D inspection report.

5) The current PFMA report will be updated to reflect the findings from workshop discussions and recommendations. The updated PFMA report will be submitted in draft format for review by City Light and SPU and resolution of comments and edits will be incorporated into the final version of the STID.

6) The updated DSSMP will be submitted in draft format for review by SCL and SPU and comments and edits will be incorporated into a final version. Review the published data for short term inconsistencies (spurious readings) and long-term trends. Based on this review, review Action/Threshold Levels for each instrument and provide recommendations as appropriate and mutually agreed upon by City Light and SPU and incorporated into the final version of the STID.

7) Perform hands-on detailed gate inspection of the three spillway radial gates at Cedar Falls Dam in accordance with Appendix L, Detailed Radial Gate Inspection Reports, FERC Engineering Guidelines for the Evaluation of Hydropower Projects. The result of the inspections and the review of existing documentation will be included in a Gate Inspection Report (GIR) and as an Appendix in the Part 12D inspection report.

- ❖ Assume five in person meetings and/or conference calls for the complete work to review the draft findings for the Cedar Falls Project.

4. 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:

- The proposed Independent Consultant(s) must have demonstrated similar experience performing these analyses of three other FERC projects within the last five years.
- The proposed Independent Consultant(s) is required to be a registered Professional Engineer in the State of Washington of good standing or have the ability to obtain reciprocity before contract award.
- The Consultant must demonstrate familiarity with applicable FERC regulations and other industry supported standards by providing three (3) references performing similar work.

5. Scope of Work.

The scope of work consists of seven tasks outlined below. Please be specific about your assumptions, anticipated workflow, staff roles and responsibilities, and schedule:

Task 1 – Review of Project Documentation to Understand Existing Performance

Previous reports and documentation for the Cedar Falls Project will be made available for the Consultant to review with particular focus on work that has been performed since 2013/2014. Review will include previous inspection reports, original drawings, engineering design reports including stability analyses, design storm development, and hydraulic capacity calculations, instrumentation data, historic photos, and other available documents to understand the history and evaluate the performance of the Masonry Dam and the Morse Lake Roller-Compacted Concrete (RCC) Overflow Dike. Recent project studies and updates, like the Remotely Operated Underwater Vehicle (ROV) penstock inspection (2019) and revised Global Positioning System (GPS) control network for dam deflections (2018), will also be reviewed. The 2015 Supporting Technical Information Document (STID) will need to be updated for this facility.

The approved Independent Consultant (IC) will perform an initial review of the data and distribute appropriate materials to supporting technical staff for more detailed review, as necessary. Assume that a conference call will be held with City Light and SPU staff prior to the field inspection to discuss developing or on-going issues related to the performance of the facilities, access considerations and special concerns and expectations.

Task 2 – Supporting Technical Information Document (STID) Update

The STID is envisioned by FERC to provide a single location where all the key information about a hydroelectric project would be documented and summarized. The document is envisioned as a “living document” that would be updated every five years with the Part 12D Independent Consultant Safety Inspection. Use the current FERC outline, as presented in Chapter 14, Appendix I, to develop and update the STID.

The City of Seattle has an electronic database of the documentation for the Cedar Falls Masonry Dam and appurtenant structures. This database will be the primary source of the information used to develop and update the STID. Updating the STID is a joint effort with City Light and SPU, so allot budget and schedule time to support this process. All sections of the STID will be updated and completed to the extent possible using available project records and documents provided by City Light/SPU.

Task 3 – Dam Safety Field Inspection

A visual field inspection, similar to a 5-year Part 12 inspection, will be performed of the project facilities including the abutments, dam, gallery, spillway, auxiliary spillway, gates, and the area immediately surrounding Masonry Dam, if accessible, and also include the Morse Lake RCC dam and gates. This inspection will not include the power tunnel, due to dewatering constraints and no underwater inspection is part of this inspection.

Access to all confined spaces will be performed in accordance with City Light’s policies and procedures, and Occupational Safety and Health Administration (OSHA) regulations as applicable. Project features will be

visually inspected for signs of structural distress, settlement, cracking, seepage, leakage, undermining, or erosion. Please propose any operational-related inspections and the reason(s) for them.

Task 4 – Focused Spillway Inspection

Review previous reports, design documents, drawings, surveillance and monitoring data, subsurface investigations performed in the vicinity of the auxiliary spillway, original construction photographs and other materials provided by City Light prior to the spillway inspection.

Comment on your firm's safety plan and certifications to perform this work and describe the focus of your inspection activities.

Task 5 – Potential Failure Mode Analysis Review, Workshop, and Update

Perform a PFMA Review Workshop for the Cedar Falls Project with City of Seattle engineering staff (City Light and SPU), operations staff, and other participants/stakeholders. This PFMA workshop will be performed in general accordance with recommendations in FERC Chapter 14. City Light and/or SPU will provide a meeting room of adequate size near the project site to conduct the meeting and review various materials as necessary.

Task 6 – Dam Safety Surveillance and Monitoring Plan (DSSMP) Update

Update the 2015 Dam Safety Surveillance and Monitoring Plan (DSSMP) for the Cedar Falls Project to meet current FERC guidelines and to reflect additions and modifications that have been implemented at the project. The plan will include updated descriptions of the various instruments, summarize their location on a plan, include typical cross section drawings and aerial maps, describe the methods used to collect the data, the required frequency of readings (schedule), and any new instrumentation. Data acquisition and documentation procedures will be reviewed with on-site staff responsible for collection and evaluation of data. Updated installation records (as available) will be provided in an appendix.

Task 7 – Detailed Radial Gate Inspections and Gate Inspection Report (GIR)

Perform hands-on detailed gate inspection of the three spillway radial gates at Cedar Falls Dam in accordance with FERC engineering guidelines; Appendix L, 'Detailed Radial Gate Inspection Reports'. The result of the inspections and the review of existing documentation will be included in a Gate Inspection Report (GIR). Please present your approach for preparation, work plan, subcontractor(s), and a detailed scope of gate inspection field activities.

6. 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), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

7. 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 and Training Video

The City offers an optional pre-submittal conference at the time and date on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the XPD process (see Web Address below), solicitation and clarify any 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 known as of this pre-proposal conference.

Three webinars listed below are intended as Pre-Submittal Conference proponent training for solicitations that utilize the Expertise-Drive Project Delivery (XPD) model, also know as the Best Value Business Model.

The Pre-Submittal Conference webinars are shared in three parts:

- Part 1: Overview, Objective, and Fundamentals
- Part 2: Developing Risk and Value Assessment Submittals
- Part 3: Past Performance Surveys, Cost Proposals, Interview, and Evaluations

Consultants can view the '**Pre-Submittal Conference Proponent Training**' at the following Web Address: <https://simplar.com/efficiencyns/>

SCL will be hosting a Pre-Submittal Conference via Skype on November 4th, 2019 from 1:00-2:00 pm. (PST). This conference is for interested consultants only.

[Join Skype Meeting](#) via following link:
<https://meet.seattle.gov/ned.lichty/YSN7K2MM>
Join by phone

206-386-1200, 774616# (US)	English (United States)
844-386-1200, 774616# (US)	English (United States)
Conference ID: 774616	

The City Light Accelerated RFQ Process emphasizes the following evaluation criteria:

- The expertise and experience of the individual project team members proposed by each consultant (i.e. the specific individuals that would be assigned to the project should the consultant be selected)
- The capability of consultant teams to clearly demonstrate their project-specific execution methodology.
- The capability of consultant teams to identify, prioritize, and minimize potential project-specific risk factors.

Due to the evaluation emphasis on the specific individual project team members, Consultants are **STRONGLY ENCOURAGED** to have lead members of their project team attend, that would be assigned to the project if awarded (i.e. in place of sending business development or sales personnel).

7.3 Questions.

Proposers may email questions to the Procurement Contact 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 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.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. 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.
- d. 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

A hard copy submittal will not be accepted.

7.8 Electronic Submittal.

Provide an electronic submittal, in lieu of a paper submittal.

- a. E-mail your submittal to **Ned Lichty** at Ned.Lichty@Seattle.gov by the deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail, "**Submittal to RFQ #SCL-1901674**".
- c. Any risks associated are borne by the Proposer.
- d. The City e-mail system will allow documents up to 20 Megabytes.
- e. Do Not Submit a Hard Copy.

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 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.

- 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 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 and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- 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 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 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 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.

Note to Project Manager: This provision may change depending on the funding source of the project. For instance, if you have a Federal Transit Administration (FTA) funded project, Disadvantaged Business Enterprise (DBE) Requirements will apply in lieu of WMBE. Make sure you include all the appropriate requirements in your federally funded contracts.

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. 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](#). 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 \(OMWBE\)](#).

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:

- a. 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
- b. 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.

8. Response Materials and Submittal.

8.1 Overview of the Expertise-Driven Project Delivery Process

This contract will be delivered via the Expertise-Driven Project Delivery (XPD) process as outlined in this RFQ. The XPD process consists of three primary phases: 1) Selection Phase, 2) Pre-Award Clarification Phase, and 3) Post-Award Performance Metrics.

Selection Phase:

The first phase of the XPD process focuses on each Consultant’s ability to differentiate itself from competing proposals. Consultants will be evaluated based upon the ability to identify, prioritize, and minimize project risks, add differential value to the City, show a high level of past performance on behalf of other clients and similar projects, and propose a highly qualified project team. Submitted proposals should be brief, show

differentiation, and allow the City to make a justifiable selection. It is imperative that each Consultant realize that what is written in the proposals and discussed in the interviews will become part of the final contract.

Pre-Award Clarification Phase:

The second phase of the XPD process occurs prior to award with the selected Consultant. The selected Consultant will be required to clearly present their implementation plan for the project, coordinate risk minimization solutions, clarify value assessment options, and identify specific support and resources that will be requested from the City throughout the project. This phase is provided to the selected Consultant to ensure they have properly addressed and accounted for all aspects of the scope in their proposal.

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.

1. Mandatory - Consultant Questionnaire:

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

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>

2. Letter of interest (optional)

3. Mandatory - Proof of Legal Business Name:

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/>

4. Mandatory – Proof of Insurance:

Insurance certification and additional insured endorsement policy must be submitted to the City. See Attachments section: “INSURANCE REQUIREMENTS AND TRANSMITTAL FORM.”

5. Mandatory – Minimum Qualifications (Attachment A, 2-page max):

Minimum qualifications are required for a Consultant and the Consultant team (includes prime Consultant, sub-consultants and subject matter experts). An attachment template is provided. The decision you meet all minimum qualifications is made from this page.

6. Mandatory – Approach to Scope of Work (Attachment B, 5-page max):

In this document, the Consultant shall detail their proposed approach to all requirements as described within the Scope of Work. The purpose of the Approach to Scope of Work is to demonstrate and to provide a brief chronological roadmap that describes, in major milestones and activities, the operational means and methods the Consultant will undertake to deliver the Scope of Work.

To minimize bias, the Approach to Scope of Work MUST NOT contain any names that can be used to identify who the Consultant is (such as company names, personnel names, service names, or product names). *An Approach to Scope of Work template is provided as an attachment and must be used by all Consultants.*

7. Mandatory – Narrative of Related Experience (Attachment C, 3-page max; 1-page per Project):

Describe a maximum of three (3) projects that best demonstrate the Consultant(s) experience to meet the Scope of Work. An attachment template is provided in the Package Checklist section below. For each project, please provide a one-page summary that provides the following information:

Identify the Specific Area of Service this project addresses.

The Consultant, Team member/firm, or subject matter experts that delivered this service.

References: Client name, address, phone number, e-mail.

Description of the work completed.

Month and year the contract started and ended.

Total cost and/or fees paid to the firm.

The template provided must be used by all Consultants.

8. Resume of Key Project Team: (Attachment D, 1-page max per project team member):

Consultant shall submit a one-page resume of experience and qualifications, as it relates to the Scope of Work, for each of the key project team members. An attachment template for resume is provided in the Package Checklist section below.

9. Risk Assessment; Controllable & Uncontrollable (Attachment E, 4-pages max; 2-pages for Controllable & 2-pages for Uncontrollable Risks):

The Risk Assessment is separated into two sections: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **Assessment of Controllable Risks:** Consultants must identify specific aspects of the Scope that they deem to be most critical for achieving a successful project outcome. In addition to identifying these aspects, Consultants must describe their planned action steps for achieving a successful outcome, including the specific operational approaches that will be employed to do so. In other words, these aspects can be thought of as technical risks that Consultants are able to minimize based upon their technical expertise and past experience. Controllable risks should be listed in order of priority.
- **Assessment of Non-Controllable Risks:** Consultants must identify the risk items that have potential to impact to the project cost, schedule, scope, and/or quality. Emphasis should be placed on risk items that are non-controllable by the Consultant, which may include, but are not limited to, risks caused by the City, the City's agents/partners/consultants/representatives, third party stakeholders and authorities having jurisdiction (AHJs), concealed conditions, market conditions, and/or other unforeseen events that may impact the project. In addition to identifying non-controllable risk items, Consultants are required to utilize their expertise to (a) identify the step-by-step action steps they will take to prevent each risk from impacting the project, (b) define the potential impacts to the project if the risk does occur, and (c) recommend a response plan if the risk does occur. Non-controllable risks should be listed in order of priority.

In order to minimize bias, the Risk Assessment MUST NOT contain names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

Risk Assessment templates are provided as a Forms and must be used by all Consultants. Consultants are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Risk Assessment must NOT exceed 4 pages (front side of page only) (2 pages for Controllable Risks and 2 pages for Non-Controllable Risks).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Risk Assessment will become part of the final contract for the selected Consultant.

10. Value Assessment (Attachment F, 2-page maximum):

Consultants shall identify options that are alternate to the base Scope of Work. The Value Assessment is intended to allow Consultants to differentiate themselves based upon their expertise and ability to identify opportunities to improve project outcomes for the City. Value Assessment items may include, but are not limited to, the following: scope additions, scope reductions, and/or scope alternates. Value Assessment items should be listed in order of priority.

During the Pre-Award Clarification Phase, the City will determine whether each Value Assessment item from the selected Consultant will be accepted or rejected.

In order to minimize bias, the Value Assessment MUST NOT contain names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

A Value Assessment template is provided as a Form and must be used by all Consultants. Consultants are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Value Assessment must NOT exceed 2 pages (front side of page only).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Value Assessment will become part of the final contract for the selected Consultant.

Submittal Checklist - Attachments.

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 ([Attached](#))
2. Optional – Letter of Interest.
3. Mandatory – Proof of Legal Business Name
4. Mandatory – Proof of Insurance – ([Insurance Transmittal Form Attached](#))
5. Mandatory – Minimum Qualifications Sheet ([Attachment A](#))
6. Mandatory – Approach to Scope of Work ([Attachment B](#))
7. Mandatory - Narrative of Related Experience ([Attachment C](#))
8. Mandatory – Resume of Key Project Team ([Attachment D](#))
9. Mandatory – Risk Assessment ([Attachment E](#))
10. Mandatory – Value Assessment ([Attachment F](#))
11. Contract Template ([Attached](#))

9. 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.

Overview

SCL will determine the highest qualified Consultant who, in the sole judgment of SCL, best meets the RFQ requirements and evaluation criteria. SCL reserves the right to clarify, negotiate, or seek additional information from any Proposal.

Evaluation Summary

Proposals will be prioritized based on the categories described below. Note that only shortlisted Consultants will be evaluated and receive points for Interviews.

Evaluation Criteria:

Proof of Legal Name	Pass/Fail
Minimum Qualifications	Pass/Fail
Consultant Questionnaire	Pass/Fail
Approach to Scope of Work	40
Narrative of Related Experience	20
Resume of Key Project Team	30
Risk Assessment (Controllable/Uncontrollable)	5
Value Assessment	5
Total Possible Points	Up to 100

The City reserves the right to contact any Consultant to clarify information in its proposal, to request additional information from the Consultant, or to conduct additional investigation about the Consultant not outlined in this RFQ. Consultants that do not or cannot provide the requested information may be considered non-responsive.

Evaluation Committee

An Evaluation Committee will be used to evaluate all responsive Proposals. The Evaluation Committee is expected to contain three to seven 3-7 individuals with knowledge of this project and associated Scope of Work. However, members of the Evaluation Committee may or may not have specific technical expertise or previous experience with this particular project; therefore, it is important that the Consultants submit clear and concise proposals that avoid overly technical jargon (as much as possible).

The Evaluation Committee will be asked to independently review and score specific portions of all responsive proposals. First, the Evaluation Committee will evaluate the Execution Methodology, Risk Assessment, and Value Assessment under a blind evaluation process. Once the blind evaluations are complete, the Evaluation Committee will evaluate the Narratives of Related Experience.

These evaluation criteria will be reviewed comparatively based on a 1-10 scoring scale. A “10” represents that the item being evaluated is dominantly greater (or has demonstrated greater differential in value/qualifications/expertise) than the average submission. A “5” represents that the item being evaluated is about average (or there is insufficient information to identify clear differential). A “1” represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to the Procurement Officer, who will then average the scores together to obtain the final average score for each of the evaluated criteria. The evaluation weights will then be allocated, such that the best evaluation score for each evaluation criteria will receive credit for the full evaluation weight available for that criteria. All competing proposals will be linearly pro-rated in relation to the best evaluation score on a criteria-by-criteria basis.

Shortlisting Procedures

The process that the City is expected to follow to shortlist proposals prior to interviews is outlined below. Note: The City may modify this process if it is in the best interest of the project.

- All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFQ. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Officer may contact Consultants for clarification of the responses.
- The Procurement Officer will assign a unique code to each responsive proposal.
- The Procurement Officer will provide evaluation documents to each Evaluation Committee member along with coded Risk Assessment and Value Assessment submissions. No team information will be provided to the Committee members.
- The Committee members will independently evaluate and score the documents and submit their scores back to the Procurement Officer.
- The Procurement Officer will create an evaluation matrix with linear scoring to analyze and prioritize the responsive Proposals based on the submitted information.
- The Procurement Officer will present the results of the model to the Evaluation Committee, which will then identify the highest-ranking proposals, and identify them as the Shortlisted Consultants. The City anticipates that the two to five highest rated Consultants will be invited to participate in the Interview process; however, the number of shortlisted firms may be adjusted based upon the number of

submittals received and the range of total evaluation scores identified. The Evaluation Committee reserves the right to increase or decrease the number of proposals in this list based on the competitiveness of the proposals.

- The Shortlisted Consultants will be required to participate in the Interviews.

9.3 Interviews

The City may interview top ranked firms from the proposal evaluation. Interviews will be worth up to an additional 25 points. 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 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.

Pre-Award Clarification Period Overview

The Pre-Award Clarification Period is carried out prior to contract signing. There are two processes within the Pre-Award Clarification Period. First, all traditional contract negotiation activities will be conducted. Second (and in parallel), the coordination of a detailed and project-specific execution plan for the project will be conducted. These two processes are detailed in the sections below.

A&E 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. At its discretions, the City may negotiate any aspect of the proposal or the solicitation.

All traditional contract negotiation items will occur, including but not limited to:

- Legal review of contract terms and conditions
- Cost/fee negotiations
- Scope development and negotiation
- Etc.

Project-Specific Execution Plan

In parallel, clarification of the Project-Specific Execution Plan requires the selected Consultant to coordinate directly with SCL's project team to define the following items:

- Project Milestone Schedule
- Confirmation of project deliverables
- Requested Client Action Item List
- Risk Management Plan
- Review of all Value Assessment items
- Address all Client-identified project concerns and questions
- Confirmation of post-award performance measurement items

These items will be formally documented and included as attachments/exhibits to the Contract.

Required Activities / Deliverables

The Consultant will be required to plan the project in detail. The Consultant will be required to perform the following (including, but not limited to):

- Clarify the Cost Proposal
 - Provide a detailed cost breakdown (major areas, phases, components, etc.)
 - Clarify any 'big-ticket' items
 - Ensure the cost is inclusive of all scope requirements
 - Clarify all value-added options
- Create a Schedule of Requested Owner Activities and Resources
 - Prepare a schedule that lists the activities, actions, or decisions needed from the City
 - Include specific due dates that the City -provided items are needed

- Identify the specific individuals within the City organization who are responsible for (and agreed to) the items.
- Create an overall Project Milestone Schedule
 - Prepare a milestone schedule of the project, including all major milestones, phases, activities, and associated sequencing.
 - If requested, prepare (or provide a plan to prepare) a detailed operational schedule
- Align Expectations
 - Coordinate with all critical parties (subconsultants, suppliers, etc.)
 - Provide a complete list of all proposal assumptions (with associated impacts)
 - Identify any potential ‘deal breakers’
 - Identify what is included and excluded in the proposal from a scope perspective
 - Identify the roles and responsibilities of the City or the City personnel
 - Review any unique technical requirements with the City
 - Review statements made during interviews
 - Revisit the sites to do any additional investigating
- Provide All Documentation
 - Acceptance of contract terms and conditions
 - Provide a detailed execution methodology, including the specific means and methods that will be utilized to deliver critical aspects of the scope.
 - Provide a detailed safety plan (as needed)
 - Provide a detailed staffing plan
- Risk Mitigation Plan
 - Identify all risks or activities not controlled by the Consultant and strategies to mitigate the risks
 - Define potential cost, schedule, and quality impacts of non-controllable risks
 - Identify how unforeseen risks will be managed and documented
- Post-Award Performance Metrics
 - Clearly define the metrics that would demonstrate that the City’s project outcomes have been successfully delivered.
 - Identify how the Consultant will track and document their performance
 - Provide a performance metric report that will be used throughout the project
 - Identify how the City will document this service as a success
 - Review the Weekly Risk Report document.

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. 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.

10. 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

Proof of insurance is required, Insurance Transmittal Form attached.

10.8 Standard Consultant Contract Template

Found here and copy attached:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-standard-roster-consultant-agreement.docx>