



City of Seattle

Seattle City Light Department

REQUEST FOR QUALIFICATIONS (RFQ) #SCL-26626

Consultant Contract

Project Title: On-Call Multidisciplinary Engineering Services for Seattle City Light Power Generation Projects

Procurement Schedule
Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	April 13 th , 2021
Pre-Submittal Conference (Attendance Optional) Microsoft Teams meeting (See 7.2 below)	April 16 th , 2021 2:30 – 3:30 PM (PST)
Deadline to Submit Questions	April 22 nd , 2021
Answers to Questions provided as Addendum	April 27 th , 2021
Deadline to Submit Proposals	May 13 th , 2021 3:00 pm (PST)
Shortlisting of Consultants	May 19 th , 2021
Interviews	June 4 th thru June 8 th , 2021
Announcement of Successful Proposer(s)	June 11 th , 2021
Anticipated Negotiation Schedule	June 14 th thru June 18 th , 2021
Contract Execution	June 25 th , 2021

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

Procurement Contact Information

Procurement Contact: Ned Lichty, Sr. Contracts & Procurement Specialist

Upload Proposals and Documents To:
<https://cityofseattle.bonfirehub.com>

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 issuing this Request for Qualifications (RFQ) is to contract for Multidisciplinary Engineering Consulting Services (engineering, project management and permit related services to respond to unplanned operational disruptions, technical staff shortages during peak workloads and specialized expertise) on an as-needed basis from qualified consulting firms in support of City of Seattle, Seattle City Light's (SCL) Power Generation Projects. SCL reserves the option of contracting with one or more Consultants through this RFQ process.

SCL's Engineering, Technology and Operations Division includes units for Electrical Engineering, Civil/Structural and Mechanical Engineering, Project Management, Construction Management, Dam Safety and Technical Resources.

2. Performance Schedule

The term of the contract shall extend from the date of execution by the General Manager and Chief Executive Officer of SCL or designee through June 30, 2025. Budget for the Multi-Disciplinary Services will be identified per work authorization issued per individual scopes of work. The initial contract amount will be established at \$4,000,000 and may be split between multiple Consultants. SCL may, at its option, amend the original contract for scope, term of contract and funding, subject to the continuing appropriation authority by the Seattle City Council.

Work to be performed under the Multidisciplinary Consultant Services Contract is anticipated to be intermittent in nature with work assigned to the Consultant as required by SCL. SCL does not guarantee the amount or type of work that SCL will authorize under the Contract.

Specific Work Authorizations will be negotiated between SCL and the Consultant at the time the services are required by SCL. The Consultant will be given a written authorization for each Assignment (see Appendix A). Each Assignment may require services in any one, or a combination, of the listed disciplines as addressed later in this document. The specific scope, deliverables, estimated cost and scheduling of such services will be defined in detail in each authorization issued by SCL and accepted by the Consultant.

All work shall be performed under the administrative direction of an SCL Project Manager or Engineer.

3. Solicitation Objectives.

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

To retain a highly qualified consultant team for short notice on-call work in response to unplanned operational disruptions, technical staff shortages during periods of peak workload, needs for specialized expertise, or other short-term project needs. The ability for rapid response to our remote hydro project sites is desired.

To retain a consultant team with sufficient breadth of experience and skills to respond to a wide variety of engineering, architecture, and construction related projects. The desired breadth of experience is described in the scope of work below.

SCL is seeking a firm with a strong local presence to minimize potential future Covid-19 quarantine requirements. It is also a priority for City Light to affirmatively expand its efforts to seek prime consultants willing to share approximately half of the future work with smaller firms and Women and Minority Business Enterprise (WMBE) firms in City contracts so they are afforded fair and equitable opportunity to compete for City contracts and do not face unfair barriers when seeking and performing on City contracts.

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:

- Prime Consultant must have at least 5 years of experience providing Architectural and Engineering (A/E) services to the Hydro power industry.
- Prime Consultant's proposed Team Project Manager must have managed at least one previous on-call or multiple task order contract as an employee of the Prime Consultant.
- Prime Consultant's Team Project Manager must be permanently assigned to an office located in the Greater Seattle Area.
- Prime Consultant Team Project Manager must have at least 5 years project management experience.
- Prime and Sub-Consultant's proposed task managers in each discipline must be professionally accredited (if applicable) in their respective fields and have 5 years of project management experience if they will be managing single-discipline task orders under this contract.

5. Scope of Work.

Work Authorizations under this contract may include various types of analysis, planning, and engineering in support of work at Seattle City Light's (SCL) Generation Projects.

It may include work necessary for construction and maintenance at SCL's hydroelectric facilities, including dams, powerhouses, switchyards and supporting facilities, transmission towers, and electrical distribution infrastructure. Supporting facilities may include warehouses, roads, water and sewage systems, bridges, residences and other buildings. In most cases, the work will deal with existing facilities, structures or equipment. It may be mitigation work required by our operating licenses in areas adjacent to SCL's hydroelectric facilities.

The work may consist of planning, analysis, conceptual design, preliminary design, final design, assistance during fabrication, installation or construction, or assistance during project closeout. The work may include documentation required by other Agencies, for example, documentation required to obtain environmental or building permits. Meetings with SCL engineers and operations personnel, and visits to remote sites will be part of most Work Authorizations.

Emergency response to unforeseen events may be required. Attending meetings, including meetings with regulatory agencies and public meetings, to explain, and possibly defend, the Consultant's design and recommendations, may be required.

Deliverables, and their due date(s), will be specified with each Work Authorization. Deliverables may include, but will not be limited to, the following:

- Cost/benefit analyses
- Performance analysis reports
- Design basis memoranda
- Conceptual designs, with alternatives, or proposals

- Preliminary drawings and final, stamped drawings
- Preliminary and final, stamped technical specifications, for purchase of equipment or services, or for fabrication/construction
- Proposed construction schedules
- Preliminary design reports and final, stamped design reports
- Design calculations
- Sequence of work plans; test plans
- Preliminary and final reports of various kinds (for example, benefit/cost analysis, failure analysis, cost estimates)
- Monthly Consultant progress reports (for longer term assignments)
- Schedule of Consultant's work
- Material suitable for presentations to SCL, the public or to other organizations or agencies
- Miscellaneous, public works contract administration/inspection documentation, including, but not limited to, quantity reports, daily inspection reports, transmittal logs, change orders

Deliverables will generally be required both in paper form and as electronic files. Drawings shall be produced in accordance with the City Light AutoCAD and Drafting Requirements for Consultants document located at the following web address:

<http://www.seattle.gov/light/engstd/>. Technical specifications for public works construction would be in Construction Specifications Institute (CSI) or American Public Works Association (APWA) format, as determined by the nature of the work and as directed by SCL.

If a preliminary version of a deliverable is required prior to a final version, the submittal schedule may be at 30-percent, 60-percent, 90-percent and 100-percent complete or other percent review as agreed to. Deliverables shall be prominently marked to indicate their level of completeness, for example "30- percent submittal". Fewer, or more, submittals may be required depending on the complexity of the documents. In general, the content of each submittal after the first will refine and detail the content of the prior submittal, as well as add new content.

The 100-percent complete package is intended to be the final package.

A typical 30-percent, 60-percent, 90-percent and 100-percent submittal schedule for drawings and specifications is described here. The requirements for deliverables other than drawings and specifications will vary as appropriate for the material. The specific submittal and review requirements for deliverables will be listed in each Work Assignment.

30- Percent Design Requirements:

1. The Consultant shall typically provide the following deliverables for the 30-percent design package or as determined by SCL:
2. A 30-percent design report which describes the conceptual design, identifies major issues that may alter the design or impact construction costs, identifies all property access and/or easements requirements, identifies any potential environmental impacts to the project, and identifies all city, county, state, or federal permits that are required

to complete the project.

3. Conceptual plans that include draft plan and profile view of the proposed facilities. All drawing categories shall be identified (for example, demolition, landscape, temporary erosion and sediment control, civil, structural, electrical, mechanical, etc.). If appropriate, the plans will include a base map, developed by a Professional Surveyor licensed in the State of Washington, which identifies all existing above and below ground facilities, the rim and invert elevations of all drainage structures, property lines and ownership, and topographical data for the site . The Consultant shall also incorporate any site specific As-Built data provided by SCL into the base map. Electrical and mechanical drawings shall show the location of new equipment, routing of air ducts, or air or fluid pipes, routing of conduits and cable. Conceptual plans shall be developed in AutoCAD.
4. Identify all relevant specification divisions that will be used.
5. A construction schedule which identifies all major tasks through completion.
6. An Engineer's construction estimate with an accuracy of plus or minus 50-percent. The estimate shall identify the costs based on a preliminary bid item list and shall include a separate line item for a contingency cost. The Consultant shall determine the percentage of the contingency based on their experience with similar projects. All assumptions made by the Consultant regarding the Engineer's estimate shall be identified and explained.

Upon receipt of the 30-percent design deliverable, described above, SCL will review and develop comments to the design. SCL and Consultant will meet to discuss comments and answer questions regarding the design review. The Consultant shall proceed with development of the 60-percent design once SCL has approved the 30-percent design.

60-Percent Design Requirements:

The Consultant shall typically provide the following deliverables for the 60-percent design package or as determined by SCL:

1. A 60-percent design report which describes how the 30-percent design comments were incorporated into the report, confirms any conflicts related to property access and/or easements, identifies potential solutions and costs related to environmental impacts to the project, and identifies the costs for permits required and the time line required to apply for permits so they will be in place prior to bid advertisement .
2. Plans that include draft details, general construction notes, and plan and profile views of all proposed facilities. All design features shall be identified and located. Cross-sections shall be shown at critical locations, draft electrical schematics shall be developed, and draft temporary erosion and sedimentation control plans and details shall be included. 60% plans shall be developed and submitted in AutoCAD
3. Draft specifications for each specification section that is to be required for the project, including a bid item and estimated bid quantity list.
4. A construction schedule which identifies all tasks through completion.
5. An Engineer's construction estimate with an accuracy of plus or minus 30-percent. The estimate shall identify the costs based on an updated bid item list and shall include a separate line item for a contingency cost. All assumptions made the Consultant

regarding the Engineer's estimate shall be identified and explained.

Upon receipt of the 60-percent design deliverable, described above, SCL will review and develop comments to the design. SCL and Consultant will meet to discuss comments and answer questions regarding the design review. The Consultant shall proceed with development of the 90-percent design once SCL has approved the 60-percent design.

90- Percent Design Requirements:

The Consultant shall typically provide the following deliverables for the 90-percent design package or as determined by SCL:

1. A 90-percent design report which describes how the 60-percent design comments were incorporated into the report, describe resolutions to any major or minor issues that may alter the design or impact construction costs either in savings or cost increases, explain resolutions to any property issues, identifies solutions and costs related to environmental impacts to the project, and finalizes the costs for permits required and the time line required to apply for permits so they will be in place prior to bid advertisement.
2. Plans that are substantially complete and ready for bid advertisement with minor revisions. Electrical drawings shall include connection diagrams and schematic & connection diagrams as well as a number of other types of drawings as described in the City Light AutoCAD and Drafting Requirements for Consultants document located at the following web address: <http://www.seattle.gov/light/engstd/>.
3. Specifications that are substantially complete and ready for bid advertisement with minor revisions. A bid item list complete with quantities for each bid item shall be included.
4. A construction schedule which identifies all required tasks from bid advertisement through completion of construction.
5. An Engineer's construction estimate with an accuracy of plus or minus 10-percent. The estimate shall identify the costs for each bid item and shall include a separate line item for a contingency cost. All assumptions made the Consultant regarding the Engineer's estimate shall be identified and explained.

Upon receipt of the 90-percent design deliverable, described above, SCL will review and develop comments to the design. The review will also include circulation to other City of Seattle departments, as appropriate. SCL and Consultant will meet to discuss comments and answer questions regarding the design review. The Consultant shall proceed with development of the 100-percent design once SCL has approved the 90-percent design and all SCL comments shall be considered final.

100- Percent Design Requirements:

The Consultant shall typically provide the following deliverables for the 100-percent design package or as determined by SCL:

1. A 100-percent design report which describes how the 90-percent design comments

were incorporated into the report, confirm resolutions to any major or minor issues, confirm resolutions to any property issues, confirm solutions and costs related to environmental impacts to the project, and confirm that all permit issues are resolved and permits, where required, are applied for and will be ready prior to bid advertisement. Note: Environmental permit applications will be submitted by SCL.

2. Plans stamped by a Professional Engineer licensed in the State of Washington that are complete and ready for bid advertisement.
3. Specifications stamped by a Professional Engineer or Structural Engineer licensed in the State of Washington that are complete and ready for bid advertisement.
4. A complete construction schedule which identifies all required tasks from bid advertisement through completion of construction.
5. A final Engineer's construction estimate with an accuracy of plus or minus 10-percent. The estimate shall identify the costs for each bid item and shall include a separate line item for a contingency cost. All assumptions made the Consultant regarding the Engineer's estimate shall be identified and explained.

Upon receipt of the 100-percent design deliverable, SCL will submit final documents for bid advertisement or other use as appropriate. If additional comments are received during this process, SCL and Consultant will meet to discuss comments and answer questions regarding final concerns. The Consultant shall address all comments and, if necessary, produce another final set of stamped bid documents which shall include plans, specifications, construction schedule and Engineer's estimate, for final use.

Elements of Scope of Work for Multidisciplinary Engineering Contract for SCL Generation Projects

Potential assignments identified under specific disciplines below may cross over, requiring expertise from other disciplines as well. Potential assignments listed herein are intended to provide examples of the type of work that may be required.

It should be noted that RCW 18.43 .040 and 2000 c 172 s 1 as amended, includes the following:

An engineer must be registered as a structural engineer in order to provide structural engineering services for significant structures.

Certain SCL structures meet the RCW definition of a "significant structure".

A. Technology services assignments based on current City Light (Civil 3D and AutoCAD Design Drafting Standards), other City and Industry standards may include, but are not limited to:

- Physical surveys (e.g., total station) signed/stamped by Professional Land Surveyor (PLS) in active and good standing in the State of Washington
- 3D laser scanning using Cyclone software and compatible equipment
- AutoCAD, Civil 3D, and related design and drafting technologies
- Geospatial applications such as Geographic Information System (GIS), Photo-imagery (digital elevation models, orthorectification), Global Positioning System (GPS) for GIS and Mapping compatible with ArcGIS and other potential platforms
- Remote-operated vehicles (ROV) and related technologies such as hydrographic surveying
- Light Detecting and Ranging (LiDAR) survey and analytics performed aerially or ground

stations

- Infrared thermal imaging to assess baseline and changed conditions
- High precision measurement technologies
- Unmanned aerial vehicles/system (UAV/UAS) using a Federal Aviation Administration (FAA) certified pilot, including preparation, approval, and adherence to flight plans
- Other technologies requested that support the project mission and goals

Use of any technology deliverables must be capable of integration with City Light civil, structural, electrical, and mechanical software and platforms.

B. Electrical engineering assignments may include, but are not limited to:

Instrumentation & Controls

- Crane Electrical & Control Systems
- Distributed Control Systems
- Instrumentation
- Plant Control Network Planning & Design
- Human Machine Interface (HMI) and Control Room Design Process
- Programmable Logic Controller (PLC) Programming
- System PLC Programming for Wastewater Lift Station Controls Design
- PLC Programming for Water Plant Controls Design
- Control Logix PLC Programming
- Ancillary PLC Programming
- Process Monitoring & Control/PLCs
- Ladder Logic Diagram Design
- Plant Instrumentation Historical (Historian) Database Development
- System Control and Data Acquisition (SCADA) Design, Development & Programming
- Remote Terminal Unit (RTU) Retrofit, Design, Development & Programming
- Various Dam Gate Control Systems, Including Intake, Spillgate, and Sluice Gate Controls

115 kV & 242 kV and other SCL Substation

- Ground Mat & Equipment Grounding
- Substation Layout Design, including Transmission Line Termination and Bus Layout
- Experience with both Air Insulated & SF6 Gas Insulated (GIS) Substation Design
- Control Building Annunciation Systems
- AC Station Service Design, Including Panel Sizing
- DC Station Service Design, Including Panel Sizing
- 125 VOS Station Service Battery & Charger Sizing
- 24 & 48 voe Battery & Charger Sizing
- Main Transformers Up to 300 MVA and Up to 242 kV
- Generator/Transformer condition assessment tests

Hydro Generation Facilities and Balance of Plant (BOP) Systems Needs

- Experience with older (50 Year+) hydro generation plants
- Synchronous Generators Design for small units like 1.5 MVA Up to 252 MVA
- Excitation System Design, Including Rotary and Static Excitation
- Governor System Design
- Retrofit Lighting and New Lighting Design
- Lightning Protection
- Fire Detection/Protection
- Emergency Generator & Standby Power Sizing and Design
- Alarm and Annunciation Systems
- Distribution Transformers
- Instrumentation Transformers, Including Current, Potential, and Capacitor Coupled Voltage Transformers (CCVTs)
- Segregated and Non-Segregated Bus Duct Design
- Cable Bus
- Low Voltage Switchgear, Motor Control Centers and Panelboards”.
- Air & Water Cooled Main Transformers up to 300 MVA and up to 242 kV
- Perform electrical surveys and assessments for aging equipment and systems.
- Switchgear & Power Center Sizing Specification

Power System Analysis

- System Protection Coordination Study
- Short Circuit
- Voltage Drop
- Load Flow
- Arc Flash Studies
- Motor Starting

Protective Relaying & Metering

- Solid State and Electromechanical Relaying Design and or Modification
- Design Relay Setting and Event Reporting for Synchronous Generator Protection
- Design Relay Setting and Event Reporting for Transformer Bank Protection
- Design Relay Setting and Event Reporting for 115 kV & 242 kV Line Protection
- Design Relay Setting and Event Reporting for 115 kV & 242 KV Bus Protection
- Meter Design, Both Analog and Solid-State Meters, Including Instrumentation Meters such as Amp, Volt, kW/kVAR, Frequency Meters, and Revenue Meters such as ION 8650 & Other Multi- Function Meters
- Solid-State and Analog Synchronizers Installations

Command & Control Communication Systems

- Digital & Analog Microwave Radios
- Mobile Radios
- Fiber JungleMux Stuff

C. Civil engineering assignments may include, but are not limited to:

- Hydrologic studies
- River engineering and restoration including large woody debris and in river structures
- Cofferdams and water handling facilities
- Riverbank revetments
- Hydraulics and hydraulic structures evaluation, analysis and design of dams, hydroelectric facilities including Computational Fluid Dynamics (CFD), transients and structural Finite Element Method (FEM)
- Roads and trails layout and design
- Grading and excavation design
- Temporary erosion and sediment control facilities design
- Bridge design, inspections and load ratings
- Site layout and drainage design
- Landscape and irrigation design
- Slope stability and stabilization evaluation and analysis including the design of earth retaining structures including rock bolting, soil nailing and Mechanically Stabilized Earth (MSE) walls
- Geotechnical investigations and studies including soil explorations and testing
- Rockfall fencing
- Soils monitoring and instrumentation
- Construction inspection
- Surveying as may be required for design
- Complex mapping including aeriels
- Spill prevention control and countermeasure plans and design including oil containment systems, oil/water separation, and sumps
- Fall protection systems, access and safety design
- Domestic water and sewer distribution and treatment systems design
- Materials testing and analysis
- Boat facilities including ramps, docks and boat houses
- Recreation facilities

D. Structural engineering assignments may include, but are not limited to:

- Design of equipment support structures and foundations
- Electrical transmission line structure design and electrical conductor sag and tension calculations
- Excavation shoring design and retaining walls
- Structural design and analysis of new and existing bridges, buildings, and facilities such as dams, spillways, stilling basins, gates, penstocks, and powerhouse structures
- Structural inspections, load rating, load testing and evaluation of existing bridges, buildings and facilities
- Seismic analysis of structures and seismic retrofit designs
- Design modifications or additions to existing dams and hydroelectric facilities
- Evaluation, analysis and remediation of structures with Alkali Silica Reaction (ASR)

E. Mechanical engineering assignments may include, but are not limited to:

- Recommending types and sizes of various machines or systems
- Heating, ventilation, air conditioning, and piping design
- System design for water, oil or compressed air
- Fire protection for equipment rooms and generators analysis and design
- Metallurgical analysis
- Analysis of gate or other system operations
- Provide inspection services, expert advice and design for cathodic protection, protective coatings and inhibitors
- Equipment failure analysis

F. Architectural assignments may include, but are not limited to:

- Space planning and space efficiency analysis of buildings,
- Code analysis including American with Disabilities Act (ADA), fire ratings, fire separations, egress, and safety of industrial and building facilities
- Roof replacement
- Planning and design of new buildings, additions, renovations and historic preservation
- Recreation and landscape design

G. Dam Safety Engineering assignments may include, but are not limited to:

- Civil, structural, seismic, and mechanical engineering-related assignments for earthen/concrete dams and associated water conveyance structures (gates, penstocks, surge tanks, etc.)
- Operations license compliance activities such as digital library services, customized information management system services
- Asset management and risk-based dam safety assessments
- Dam stability Finite Element Model analysis including the modeling of the rock abutments and the soil/ structure/ impoundment interaction.
- Probable maximum precipitation and related flood studies and analysis
- Specialized embankment and concrete dam analysis and design
- Instrumentation assessment and monitoring analysis
- Forensic evaluation including material testing, geophysics, and related services
- Dam safety design, quality control and construction management services
- Other dam safety-related expertise and specialty services to comply with license requirements and Owners Dam Safety Program.

H. Environmental Permitting and Natural Resource assignments may include, but are not limited to:

- Preparing Stormwater Pollution Prevention Plans (SWPPS)
- Stormwater monitoring
- Wetland delineations

- Critical area studies
- State Environmental Policy Act (SEPA) Environmental Checklists and Environmental Impact Statements (EIS)
- National Environmental Policy Act (NEPA) Environmental Assessments, EISs, public scoping and facilitation
- Preparing Biological Assessments/Evaluations
- Preparing Hydraulic Project Approvals
- Preparing Section 404 Individual Permits and Preconstruction Notifications (JARPAs)
- Preparing Shoreline Permit packages including exemptions, Substantial Development, Conditional Use, and Variances
- Environmental Construction Monitoring
- Environmental Auditing
- Archaeological and traditional cultural places surveys, reports, consultations and monitoring
- Historic Preservation reviews, surveys, reports, consultations and monitoring

I. Project Management assignments may include, but are not limited to:

- Lead planning meetings to determine project objectives, scope, and roles and responsibilities.
- Coordinate design reviews at appropriate project milestones.
- Ensure all projects have appropriate environmental reviews and permits.
- Ensure all projects comply with safety codes and policies.
- Develop and maintain project schedules for planning, design, procurement, and construction phases.
- Prepare contract/project specifications for design and construction of projects.
- Establish, monitor, and report on project budgets.
- Work closely with Operations to ensure that the projects will meet their needs.
- Ensure projects are closed out and transitioned to operations staff.
- Comply with Project Management best practices including preparation of charters, project plans, risk registers, status reports and close out reports.

J. Construction services assignments may include, but are not limited to:

- Evaluation of bids
- Overall construction management including coordination, preparing monthly progress reports, and preparing contractor progress payments.
- Construction phase services (Resident Engineer, Inspection, Document Control services/Office Engineering).
- Review and provide analysis and comment on contractors' Baseline Schedules and other schedules
- Evaluation of change order entitlement.
- Provide change order development, providing Independent Cost Estimates, participation in negotiation.
- Claim evaluation and preparation, including impact analysis
- Safety assessments including root cause analysis review

- Verification surveys, if needed.
- Materials testing
- Provide construction photos
- Maintain as-builts and provide monthly updates
- Attend and/or lead meetings (preconstruction, weekly progress, etc.)
- Prepare daily inspection reports for work completed by contractor
- Prepare monthly construction cost analysis report (over/under-run report).
- Evaluation of overall project success
- Review and development of lessons learned
- Close-out activities and evaluation of project documentation for auditing purposes

K. Value engineering and multidisciplinary design workshop assignments may include, but are not limited to:

- Providing facilitation and multidisciplinary participation for value engineering services to evaluate complex design/construction projects.

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 7.26). For assistance, call Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

An optional pre-submittal conference will be conducted to provide an overview of the project and provide details of the proposal evaluation process. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarifies 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.

Microsoft Teams meeting

Date: April 16th, 2021

Time: 2:30 – 3:30 PM (PST)

Join on your computer or mobile app: [Click here to join the meeting](#)

Or call in (audio only)

[+1 206-686-8357, 341535780#](#) United States, Seattle

Phone Conference ID: 341 535 780#

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 (see Section 8.7), that would be assigned to the project if awarded (i.e. in place of sending business development or sales personnel).

7.3 Questions.

To contact the Organization or ask questions in relation to this RFQ respondents must register with the Seattle City Light's public purchasing portal at <http://cityofseattle.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. Seattle City Light will not accept any respondent's communications by any other means, except as specifically stated in this RFQ.

Proposers may email questions to the public portal 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.

Seattle City Light uses a Bonfire portal for accepting and evaluating proposals digitally.

- a. Proposals must be submitted through the online Bonfire Portal at: <https://cityofseattle.bonfirehub.com> Submissions by other methods will not be accepted.
- b. Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript **must** be enabled. Browser cookies must be enabled. Respondents should contact Bonfire at <https://Support@GoBonfire.com> for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>
- c. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- d. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- e. All pages are to be numbered sequentially, and closely follow the requested formats.

- f. 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.
- g. 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.
- h. Vendor will have the ability to modify their submissions up to the Submission Deadline in Bonfire.
- i. Submissions may be amended, but only before the Submission Deadline. Proponents wishing to amend their Proposal may amend before the Submission Deadline directly in the Bonfire Portal.
- j. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

7.7 Reserved

7.8 Reserved

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. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). 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, the Consultant awarded the contract will be required to 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 another 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 may be required for workers that will be performing the work under specific Work Authorizations for 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.

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. Consultant Questionnaire:

Submit the completed Consultant Questionnaire in your response, even if you sent one into the City for previous solicitations. See Attachment

2. 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/>

3. Minimum Qualifications: (Attachment A, 2-page max)

Attachment A lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

4. WMBE Consultant Inclusion Plan: (Attachment B)

You must submit the completed WMBE Inclusion Plan in your response.

5. **Approach to Scope of Work #1 and #2: (Attachment C1, C2, 2 SOW Scenarios; 4-page per scenario; 8 page-max total).**

City Light has provided two scenarios. For each scenario, the Consultant shall prepare a Scope of Work that details their proposed approach to all requirements as described in the scenarios. The Scopes of Work should provide a brief chronological roadmap that describes the major tasks and deliverables needed to develop options, determine the recommend alternative and deliver the final design documents. The scope should identify key team members by job title (not name), responsibilities, anticipated workflow, level of effort and schedule. The Scopes of Work must include identification of controllable and uncontrollable risks and their mitigation strategies. Please include any major assumptions and expectations that have been made in preparing the proposal, including actions or materials that the City will provide.

Each Approach to Scope of Work is limited to four (4) pages (6-pg per scenario; 8 pages max for both).

For risks, use the following format:

- **Risk #** – Title of the Risk (critical aspect of the scope)
- **Why is it a Risk?** – A brief description of why the risk is critical a successful project outcome.
- **Solution** – describe all of the following: (a) action steps that will be taken to successfully execute this aspect of the scope, and (b) technical expertise/experience to ensure the proposed action steps will fulfil 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.

6. **Narrative of Related Experience (Attachment D, 3-Projects; 1-page per Narrative)**

Describe a maximum of three (3) projects that best demonstrate the Consultant(s) experience to meet the Scope of Work. Include one (1) civil/structural project related to a dam or powerplant; one (1) electrical engineering project involving hydropower; and one (1) rockfall or landslide protection project. The sample project can be from the prime consultant or a major sub-consultant. An attachment template is provided. For each project, please provide a one-page summary that provides the following information:

- Identify the Specific Area of Service this project addresses.
- 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.

7. **Resume of Key Project Team, (Attachment E, 2-page max per Project team member, 6 Resumes max)**

Consultant shall submit a two-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 resumes is provided.

Consultants must identify their proposed project team structure by name and role. The number of team members is at the Consultant's discretion. Please note that the job titles are generic and may not accurately reflect the specific job titles and roles within each Consultant team:

- a. **Project Manager:** primary resource who will be responsible for executing / delivering the services

- b. **Subject Matter Expert 1:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope
- c. **Subject Matter Expert 2:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope
- d. **Subject Matter Expert 3:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope

Following contract award, the City expects the selected consultant's project team to be comprised of the lead individuals responsible for the roles identified above. The term "lead individual" is defined as the person recognized and identified by the Consultant as having the greatest expertise and responsibility for completing the day-to-day tasks, on-site activities, and requirements associated with each role. In other words, the "lead individuals" are expected to devote the greatest time commitment at the operational level (rather than an executive, partner, or other leadership staff that will be less directly involved in day-to-day operations). These project team roles cannot be removed or replaced without written approval by the City.

At a minimum, the resume should include:

- i. Name of Person & Title
- ii. Current firm name
- iii. Key Personnel position on this project team
- iv. Employment history for the last 10 years
- v. Education (institution, degree(s) earned, & year)
- vi. Professional registrations and licenses (type/state/year)
- vii. Relevant project experience, including:
 - a. Name, Owner, location, and date of the project.
 - b. Description of individual's role on the project and how it relates to the work to be performed.
 - c. Key results produced by the individual, including associated measurements of success.

8. List of Subconsultants, (Attachment F)

The Consultant must complete all information requested in Attachment F to list potential subconsultants as part of their overall project team based on work described in the Scope of Work.

9. Letter of Interest - Optional

Submittal Checklist.

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

1. Mandatory – Consultant Questionnaire. [Appendix D](#)
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Minimum Qualifications [Attachment A](#)
4. Mandatory – WMBE Consultant Inclusion Plan [Attachment B](#)
5. Mandatory – Approach to Scope of Work #1 (Civil) [Attachment C1](#)
6. Mandatory – Approach to Scope of Work #2 (Electrical) [Attachment C2](#)
7. Mandatory – Narrative of Related Experience [Attachment D](#)
8. Mandatory – Resume of Key Project Team [Attachment E](#)
9. Mandatory – List of Subconsultants [Attachment F](#)
10. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5” x 11” page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation, or scoring.

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 Consultants 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 up to an additional 25 points for Interviews.

Evaluation Criteria:

Evaluation Category	Maximum Points
Consultant Questionnaire	Pass/Fail
Proof of Legal Business Name	Pass/Fail
Minimum Qualification	Pass/Fail
List of Subconsultants	Pass/Fail
Resumes of Key Project Team	30
Approach to Scope of Work #C1 and #C2	30
Narrative of Related Experience	30
WMBE Inclusion Plan	10
Maximum Total Points Possible	100

Responsive and Responsible

The City shall only consider and evaluate proposals from responsive and responsible Consultants.

To be considered responsive, at a minimum, Consultants must complete and submit all of the required information that is requested in this RFQ and its Attachments, and the Proposal must also be delivered on time and to the correct address as identified in this RFQ. Any proposal that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be marked as non-responsive.

To be considered responsible, at a minimum, Consultants must be presently engaged in providing the services similar to those required in this RFQ, must have appropriate licenses, and must be capable of performing the services required in the Scope of Work. The City, in its sole discretion, may reject any proposal in which the Consultant:

- Has unsatisfactorily performed work for the City in past projects.
- Has a current contract with the City which is not in good standing.
- Has had a contract terminated by the City for non-performance.
- Is engaged in unresolved disputes or is in litigation with the City.
- Has been or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity.
- Had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or tax evasion.

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 anonymous sections of the Proposal. Once the anonymous evaluation is complete, the remaining sections will be evaluated.

These evaluation criteria will be reviewed based on the Evaluation Criteria outlined in Section 9.2. 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.

Interviews will be scored and provide up to an additional 25 points.

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 anonymous section 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 then provide the remaining non-anonymous sections to the Evaluation Committee for review and scoring.
- 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 six 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. 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. If interviews are conducted, they will be worth up to 25 additional points.

9.4 References

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

9.5 Selection

The City shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results and/or the 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 by the Consultant awarded contract, **(Appendix C Attached)**.

10.8 Standard Consultant Contract Template **(Appendix B Attached)**

ATTACHMENTS:

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|------------------------------------|----------------------------------------|
| 1. Work Authorization | Appendix A |
| 2. Consultant Contract Boilerplate | Appendix B |
| 3. Insurance Transmittal Form | Appendix C |
| 4. Consultant Questionnaire | Appendix D |
| 5. Minimum Qualifications | Attachment A |
| 6. WMBE Consultant Inclusion Plan | Attachment B |
| 7. Approach to Scope of Work | Attachment C1 & C2 |
| 8. Narrative of Related Experience | Attachment D |
| 9. Resume of Key Project Team | Attachment E |
| 10. List of Subconsultants | Attachment F |