



City of Seattle

SEATTLE CITY LIGHT DEPARTMENT

REQUEST FOR QUALIFICATIONS #SCL-20664

CONSULTANT CONTRACT

ENGINEERING SERVICES FOR THE 5TH AVE NE AND MERIDIAN AVE N.
DIRECT BURY CABLE REPLACEMENT PROJECTS

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	Mon, Sep 10, 2018
Deadline for Questions	Mon, Sep 17, 2018 3:00 PM Pacific
Answers to Questions Posted	Mon, Sep 24, 2018
Response Deadline	Wed, Oct 3, 2018 3:00 PM Pacific
Interviews	Week of Oct 15, 2018
Announcement of Successful Proposer(s)	Fri, Oct 26, 2018
Anticipated Contract Execution	Tue, Nov 6, 2018

*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: Lorrie van den Arend, lorrie.vandenarend@seattle.gov

Table 2: Delivery Address

SUBMIT RESPONSE BY EMAIL ONLY to Lorrie van den Arend, lorrie.vandenarend@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.

Seattle City Light serves over 345,000 customers in King County. The City of Shoreline is one of the many cities within City Light's service territory. The old practices of installing electrical cable directly in soil are no longer acceptable and with the aging of City Light's 26kV underground distribution system, there's an urgent need to bring the system up to today's standards to ensure the system's reliability. Today's standard of underground cable installation includes an encased duct and vault system for heat dissipation, the protection of conductors and workers, and the ease of maintenance in the future.

The purpose of this RFQ is to hire a civil design Consultant to develop a solicitation-ready design package that would include a project schedule, project cost estimate and scope of work that covers construction, restoration and all work associated with the civil aspects of replacing direct buried cable in underground duct banks for Distribution system and Streetlight system.

This RFQ covers two construction sites; 1) located along, but not limited to, Meridian Ave N between N 145th St and N 163rd St. in Seattle. The project is approximately 5,400 ± lineal feet. See attached drawing for design boundaries, and 2) located along, but not limited to, 5th Ave NE between 145th St and 165th St. in Seattle. The project is approximately 6,000 ± lineal feet. See attached map.

2. Performance Schedule and Budget

The term of the contract shall extend from the date of execution by the General Manager and Chief Executive Officer of City Light, or designee, throughout the entire design process. This is estimated to be early November 2018 through early January 2023. City Light has identified an estimated budget for this project to be \$2.3M.

City Light, may at its option, amend the original contract for scope, time, and funding, subject to the continuing appropriation authority by the Seattle City Council.

3. Solicitation Objectives.

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

To identify Consultant team(s) with the knowledge, essential skills, and experience with public and private utilities to provide design services and make recommendations for specified schedule and construction budget. The design Consultant shall develop design documents, construction bid documents, project schedule, and project cost estimates for the direct bury cable replacement project.

The Consultant team shall have strong review and assessment capabilities of relevant design activities, processes and deliverables to help the City identify problems and issues to reduce risks and improve the likelihood of the project's success.

The successful candidate shall be able to produce construction bid documents to advertise and obtain the services of a contractor under a public works bidding process to perform construction related activities necessary to successfully complete the direct bury cable replacement project.

4. Minimum Qualifications.

Minimum qualifications are required for a Consultant to be eligible to submit a 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:

1. Consultant firm must have a minimum of 5 years of electrical distribution civil design experience within public or private agencies of a similar size to these projects.
2. Consultant team must have experience in permitting procedures and processes with City of Seattle and City of Shoreline which will include but is not limited to Utility Major Permits.
3. Consultant project Design Lead must have a valid State of Washington Professional Engineer License.

5. Distribution System Scope of Work

Assumptions:

The following general assumptions have been made in developing the Scope of Work. Additional detail has been included in the task descriptions contained in the remainder of the Scope of Work.

1. The Scope of Work is premised on a notice-to-proceed date of [DATE TBD] with approximately [DURATION TBD] for preliminary and final design activities related to civil infrastructure. Consultant's ability to meet this schedule is contingent upon timely receipt of information and comments from SCL and third parties.
2. All work shall be prepared in English units; the use of Metric units will not be required.
3. Work performed will be in accordance with the following:
 - a. Seattle City Light Design and Construction Standards
 - b. Seattle Department Of Transportation's (SDOT) Right-of-Way Improvement Manual
 - c. City of Seattle Standard Plans (2017)
 - d. City of Seattle Traffic Control Manual for In Street Work (Traffic Control Manual)
 - e. City of Seattle Computer Aided Design (CAD) Drafting Standards
 - f. Microsoft Office
 - g. AutoCAD 2015
 - h. SDOT Street and Sidewalk Pavement Opening and Restoration Director's Rule 2004-02
 - i. City of Shoreline
4. All drawings shall be produced and submitted in AutoCAD format with design files prepared using AutoCAD 2015, following City of Seattle (COS) SCL Design Standards. The drawings should be based on Washington State Plan coordinates (grid) for the horizontal datum.

Consultant Responsibilities:

Consultant shall submit 30, 60, 90, and 100 percent versions of Plans, Specifications, and Engineer's Estimates. Completion levels are per the milestone schedule presented below.

Project Milestones

Contract Notice to Proceed (NTP)
Create Base Maps
Potholing
Draft 30% Plans, Specs, Estimate
Draft 60% Plans, Specs, Estimate
Draft 90% Plans, Specs, Estimate
SDOT Street Use Major Utility Permit (MUP)
Design Review
Final 100% Signed Plans/MUP Received
Construction Start
Construction Completion

Anticipated Due Date

TBD
TBD
TBD
TBD
TBD
TBD
TBD
TBD
TBD
TBD
TBD

Milestone Deliverables

Consultant shall assemble and deliver to SCL the following for the submittals identified below:

- 30%, 60% and 90% Draft Submittals: Half-size plans (Drawings to be one electronic CAD file, PDF copy of Drawings). Specifications in Microsoft Word. Engineer's Estimate in Microsoft Excel. Hard copy submittals as requested.
- Final / 100% Signed Submittals: Full-size original signed contract plans and drawings to be one electronic CAD file, PDF copy of half sized signed drawings. Specifications in Microsoft Word. Engineer's Estimate in Microsoft Excel. Hard copy submittals as requested.

SCL Responsibilities

SCL will provide the following:

1. New Primary One Line drawings
2. Conduit sizes, typical vault and handhole size.
3. Engineering plan review and comments for 30, 60, 90, and 100 percent Plans.

SCL-Furnished Services, Information and Items

SCL will make available, at the Consultant's request and if it is available in the City' systems, the following:

1. Record drawings and As-builts of the project area
2. SCL Design Criteria & Standards
3. Assist consultant to perform existing electrical vault surveys.

Task 1 - Administration

1.1 General Management

Consultant shall provide project management and administration, liaison with SCL, prepare monthly narrative progress reports for this Work Assignment as necessary. The Consultant shall be proactive in discussing any potential budget problems and may present alternatives or make recommendations to alleviate the problem.

Monthly invoices for work completed to date shall be submitted to SCL's Project Manager. The invoices shall summarize budget, expenditures and percent expended for deliverable tasks during the billing period, percent expended of overall project elements and shall contain all elements outlined in the project contract. Invoices shall be submitted with the Monthly Status Report.

Monthly progress reports shall be submitted with invoices. The monthly progress reports shall summarize start, finish and percent complete for deliverable tasks during the billing period, percent complete of overall project elements, anticipated deliverable tasks for the next month. Meetings attended shall also be cited.

Deliverable(s):

- Invoices and Progress Reports

1.2 Project Meetings

Meetings related to this work are as follows:

Meeting Type:

Site Visits

Design Coordination Meetings as needed

Permit Design Guidance

Peer Review Workshop

Community Meeting

Coordination Meeting is assumed to be led by others. Agenda and meeting notes are assumed to be prepared by others with input from the Consultant.

Deliverable(s): No Deliverables

Task 2 - Data Collection/Base Mapping

2.1 Data/Mapping Collection

The Consultant is responsible for:

- Mapping of City and third-party utilities shall be completed using available Geographic Information System (GIS) information and field measurements to confirm surface and underground features, including general utility location maps for all existing streets, sidewalks, curbs, water, sewer, electric, gas, telephone, cable, and storm drainage facilities. Where possible, base maps will include landscaping, trees, and existing improvements within the street right-of way, as well as Survey control and datum for North American Datum (NAD) 83-91 (horizontal) and North American Vertical Datum (NAVD) 88 (vertical).
- Prepare surface contours based on GIS contours
- Convert SPU GIS layers from DXF to ACAD 2015
- Perform survey, and mapping of the project area, as needed
- Coordinate with One Call locate service utility locates and incorporate data on other utility layers into base maps including, but not limited to, Comcast, CenturyLink, and Puget Sound Energy (PSE) Gas, based on records of these utilities
- Additional information from private utilities shall be added if comments are received.
- Electrical field investigation- confirm routes of all conduit paths, inspect each vault for conduit entry/exit locations
- Survey pickups of utility pothole and soil boring locations
- Confirm conduit entry/exit locations and size for each electrical vault, detail location for each conduit entry/exit
- Potholing as necessary to identify potential utility conflicts such as thrust blocks.

SCL is responsible for:

- Electronic copies of record information as requested after Consultant's initial search
- Electrical One line diagram

Deliverable(s): No Deliverables

Task 3 - Contract Drawings and Specifications

3.1 Drawings and Specifications

Consultant shall prepare Plan and Profile Sheets at 20 scale, project Specifications in American Public Works Association (APWA) format, and quantity calculations and construction cost estimates at 30%, 60%, 90%, and 100% milestones

Anticipated sheet list is as follows:

Sheet	Sheet Designation	Number of Sheets	Comment
Cover Sheet	CV	1	Standard w/vicinity map
General Notes	GN	1	Standard
Civil Drawings			Includes layout and details

3.1.1 Cover Sheet

Consultant shall prepare a cover sheet in accordance with SDOT Standards including:

- Project Title
- SCL Applicable/Available project numbers
- Drawing index, list of plan sheet titles
- A City map and Vicinity map shall include the limits of construction and major cross streets

3.1.2 General Notes

Consultant shall prepare a sheet for general notes, abbreviations, and symbols not included in the City of Seattle Standard Plans 2014 Edition. Consultant shall use City of Seattle Standard abbreviations and symbols as much as possible. Consultant shall perform an electrical system analysis. Consultant's design shall improve the system reliability. Consultant shall verify and provide pulling calculations for all new duct bank construction to SCL standards.

3.1.3 Civil Engineering Plans and Specifications (Scale 1"=20')

Consultant shall prepare civil plans and specifications to include:

- A half-tone image of the base mapping
- Duct bank plans and profiles
- Vault layout drawings
- Joint layout for new PCC pavement areas if required
- Pavement and hard feature dimensions
- Paving types and limits
- Sidewalk replacement and repair
- Typical sections, details
- Construction notes
- Curb ramp restoration layout (as required)
- Curb ramp restoration details and sections (as required)
- Sidewalk and driveway restoration

Deliverable(s)

- 30% (Draft) Plans (one electronic CAD file and PDF half size drawings) and Specifications
- Responses to 30% (Draft) Plan and Specifications comments (due within three weeks)
- 60% (Draft) Plans (one electronic CAD file and PDF half size drawings) and Specifications
- Responses to 60% (Draft) Plan and Specifications comments (due within three weeks)
- 90% (Draft) Plans (one electronic CAD file and PDF half size drawings)
- Responses to 90% (Draft) Plan and Specifications comments (due within three weeks)
- Final 100% Bid Set Plans with PE stamped on the drawings (one electronic CAD file and Signed/PDF half size drawings)
- SCL will develop the Specifications from 90% and the Consultant shall provide responses on the 100% Bid Specifications (due within two weeks)

Note: The Consultant shall respond and incorporate all comments from SCL and AGENCIES into the plan on each milestone

6. Street Lighting Design Scope of Work

The Consultant shall furnish all services and labor necessary to complete the following tasks:

6.1 STREET LIGHT DESIGN TASK: Electrical

1. Street Lighting specific project planning and administration
2. Management of sub-consultant(s)
3. Perform site visit/field verification
4. Coordination with SCL personnel
5. Street Light Engineering review
 - a. Review/respond to all Street Light Engineering Review Comments
 - b. Incorporate all Review Comments into drawings & specifications

6. Prepare as-built drawings of existing electrical service
7. Prepare as-built drawings for conduit and wire schedule
8. Coordination with Civil Engineering subconsultant
9. Coordination with pole and luminaire supplier
10. Perform lighting calculations, AGI32 point-by-point calculations to SDOT lighting standards for Arterials and submit to SDOT for review and comment.
11. Develop luminaire & pole schedule
 - a. Provide Street Light Engineering with luminaire cut sheet if the fixtures are non-SCL Standard fixtures.
 - b. Provide Street Light Engineering with pole cut sheet if the poles are non-SCL Standard fixtures.
12. Prepare Site Plans, One Line Diagram, and Pole Layout Plan as separate sheets of the Feeder Replacement project plan set.
 - a. One-line diagram
 - b. Site plans
 - c. Pole layout plans
 - d. Pole schedule
 - e. Luminaire schedule
 - f. Circuit schedule
 - g. Conduit and wire schedule
 - h. Lighting control schedule and/or control diagrams
 - i. Pole foundation details
13. Prepare project specifications (Master Specs, current edition)
14. Prepare all required NREC forms and calculations
15. Submit Seattle Energy Code forms
16. Provide Engineer's estimate of probable construction costs, both electrical & civil, at 60%, 90% and 100%
17. Perform Quality Control (QC) review
18. Provide sealed permit submittal (hard copies) drawings/specs
19. Submit drawings and lighting calculations for SCL review
20. Attend Coordination Meetings
21. Prepare design of the entire project as one phase
22. Prepare 100% Bid Set drawings and specifications
 - a. Respond to Seattle Finance and Administrative Services (FAS) review comments before bid is posted
 - b. Respond to Bidder's street lighting specific questions
 - c. Prepare Street Light specific addenda, if required
23. Provide Street Light construction support services as defined in the RFQ and as follows:
 - d. Perform substantial completion inspection and prepare punch lists
 - e. Perform final inspection to verify that punch list items are corrected
 - f. Participate in project Commissioning inspection
 - g. Prepare Street Light specific as-built drawings from Contractor's red-lined drawings
 - h. Review Operations & Maintenance (O&M) Manuals and warranty
 - i. Project closeout support

6.2 STREET LIGHTING TASK: Civil Engineering

1. Design Guidelines and Standards to be used, most current editions:
 - a. City of Seattle Standard Plans and Specifications
 - b. Manual on Uniform Traffic Control Devices
 - c. SDOT Traffic Control Manual
 - d. SDOT Right of Way Improvements Manual (Streets Illustrated Version 1.0)
 - e. SDOT Street Tree Manual

- f. Utility Major Permit (UMP)
 - g. UMP Client Assistance Memos for UMP
2. The Consultant will prepare UMP applications for the street lighting specific portion of the Project, as needed. The application requires the following information at the time of each UMP submittal.
 - a. Completed Utility Major Permit Submittal Material Transmittal Form
 - b. Completed Utility Permit Application
 - c. Completed Utility and Pavement Restoration Plan Checklist for Utility Major Projects
 - d. Completed Permittee Checklist – Pedestrian Mobility in and Around Work Zones
 - e. Site Photos
 - f. Plans (3 copies)
 - g. Restoration Plan (3 copies)
 - h. ROW Impact / Work Zone Site Plan (3 copies)
 - i. Traffic Control Plan (2 copies) – A traffic control plan is required for work on arterial streets and streets within a designated High Impact Area
 - j. Prepare/provide electronic materials submittals of all materials in PDF format
 3. Provide maximum extent feasible (MEF) documentation, as needed
 - a. MEF's will be submitted for review by the Street Light Engineer & SDOT
 - b. The City will provide concurrence prior to the 90% design submittal.
 4. Provide street light specific surveying, as needed
 5. Provide full civil engineering services as needed for the street lighting specific portions of the Project including but not limited to:
 - a. Site visits by design team members to evaluate existing site conditions ((e.g., sidewalk condition, Americans with Disabilities Act (ADA) compliance, and utilities))
 - b. Civil demo layout plans(s)
 - c. Surface civil demo & restoration plan(s)
 - d. Civil profile plans as needed
 - e. ADA ramp design with enlargement sheets, as needed
 - f. Civil demo & restoration detail sheets
 - g. Traffic Control Sheets
 - h. Civil demo & restoration legend and abbreviation sheet(s), as needed
 6. Street Light Civil Engineering review
 - a. Review/respond to all Street Light Engineering & SDOT review comments
 - b. Incorporate all review comments into drawings & specifications
 7. Prepare Street Light specific civil specifications as needed to supplement the Project's civil specifications (Master Specs, current edition - Divisions 02,03,31,32, & 32) as needed
 8. Provide project closeout support as needed including Street Light specific civil as-built drawings from Contractor's red-lined drawings

7. Tasks for Distribution System and Streetlight Design

7.1. Permit Support

Permitting

Consultant is responsible for:

- Preparing and submitting Major Utility Permit Applications using CAM 2600 (number of Utility Permits to be determined by SDOT Street Use)
- Preparing and submitting utility permit applications for City of Shoreline
- Attending coordination meetings for utility permit conditions and approval
- Incorporating comments to finalize and obtain approved Utility Permit

Deliverable(s)

- Approved Utility Permit(s)

7.2. Bid and Construction Support

Bid Support

Consultant shall provide the following support during the construction bid period:

- Minimal updates to 100% Plans, if needed
- Contractor Qualification assessment
- Prepare for and attend pre-construction conference with the City, Construction, Manager, Contractor, and affected utilities

Deliverable(s): No Deliverables

7.3 Construction Support

Following the City's hiring of a Contractor for the project, the Consultant shall provide Construction Engineering support services for the activities on the project. The Consultant shall not proceed with, or bill for, the following services until receiving written approval from the City to perform work under Task 5.2. Under the City's direction, the Consultant shall provide:

- Request for Information (RFI) response
- Periodic site visits to review construction progress/address contractor concerns, estimated 12 site visits
- Attend Pre-construction, Construction, Community meetings and site walk meetings, as needed
- 'On-call' field support during restoration, as needed
- Field change/Change order support including review of change conditions as they arise and make recommendation to the City for field changes/change orders/design change with PE stamped drawing, estimated 3-design change
- Material and methods Submittal review and response including means, methods, sequencing, and material

The Consultant shall review Contractor provided documentation, as requested by the City, in a timely manner.

The Consultant shall be excluded from the following:

- Review of City standard concrete mixes, asphalt mixes, aggregates, etc.
- Attendance at meetings or field work more than hours proposed
- All as-built, field measurement, and survey services
- Record drawings (SCL to revise CAD drawings per contractor's red line as-built drawings)

Deliverable(s):

- Documentation from site meetings, change conditions, and field directives
- Material submittal review comments

8. Contract Modifications.

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

The City has attached its boilerplate contract terms, so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an "Exception". The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

9. 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.

9.1 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 9.25). For assistance, call Julie Salinas at 206-684-0383.

9.2 Pre-Submittal Conference – Not Applicable

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Hard Copy Submittal – Not Applicable

9.8 Electronic Submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail “**RFQ #SCL-20664**”
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City’s e-mail system will typically allow documents up to 20 Megabytes.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 Federal Excise Tax. The City is exempt from Federal Excise Tax.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 Readability.

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

9.19 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.

9.20 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.

9.21 Withdrawal of Proposal.

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

9.22 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.

9.23 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.

9.24 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.

9.25 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.

9.26 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 WMBE Inclusion Plan for including minority- and women-owned firms, which becomes a material part of the contract. The WMBE Inclusion

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 WMBE Inclusion 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 WMBE 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).

Complete the WMBE Inclusion Plan provided in the attachments and include with your submittal.

9.27 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.

9.28 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>.

9.29 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.

9.30 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>.

9.31 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.

10. 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. Mandatory - Consultant Questionnaire:

Complete and submit the Consultant Questionnaire which can be found in the Attachments.

2. Letter of interest (optional) – 1 Page Maximum

3. Mandatory - Proof of Legal Business Name (if applicable):

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 – Minimum Qualifications: 2 Pages Maximum

List 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.

- 5. Mandatory – WMBE Inclusion Plan:**
You must submit a completed WMBE Inclusion Plan in your response. The form can be found in the Attachments.
- 6. Mandatory - Proposal Response: 5 Pages Maximum**
Provide your approach to complete the Scope of Work.
- 7. Mandatory References – Total of 3**
- 8. Mandatory Resumes’ of Key Personnel – Maximum of 5**

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. Consultant Questionnaire.
- 2. Letter of Interest (Optional) – Maximum of 1 page
- 3. Proof of Legal Business Name
- 4. Minimum Qualifications Sheet – Maximum of 2 pages
- 5. WMBE Inclusion Plan
- 6. Proposal Response – Maximum of 5 Pages
- 7. References – Total of 3
- 8. Resumes’ of Key Personnel – Maximum of 5

11. Selection Process.

11.1 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.

11.2 Proposal Evaluation

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

Evaluation Criteria:	Maximum Points
Experience & Qualifications	40
Proposed Delivery of Services	30
Inclusion Plan	10
References	10
Resumes’	10
TOTAL MAXIMUM POINTS AVAILABLE	100

11.3 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 an additional 20 points.

11.4 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.

11.5 Selection

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

11.6 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.

11.7 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.

11.8 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.

12. Award and Contract Execution.

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

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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)

12.6 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>

ATTACHMENTS:

Map

Consultant Questionnaire

WMBE Inclusion Plan

Insurance Transmittal Form

Standard Consultant Contract Template