



City of Seattle
Seattle City Light Department

REQUEST FOR QUALIFICATIONS
RFQ #SCL-24219

Consultant Contract

Project Title: Diablo Drydock Engineering Evaluation & Cost Analysis

Procurement Schedule
Table 1: Procurement Schedule

Schedule of Events	Date/Time (PST)
Solicitation Release	January 27, 2020
Pre-Submittal Conference (See 7.2 below)	February 3, 2020; 2:00 PM – 4:00 PM
Deadline to submit Questions	February 5, 2020 by 3:00 PM
Answers to Questions – Posted as Addendum	February 7, 2020
Deadline to Submit Proposals	February 21, 2020 by 3:00 PM
Shortlisting of Consultants	February 28, 2020
Interviews (Optional)	March 2 nd to March 6 th , 2020
Notification to Selected Consultant	March 13, 2020
Clarification Period	March 16 th – 27 th , 2020
Contract Execution Target	April 3, 2020

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

Release Date: January 27, 2020

Seattle City Light
Procurement and Contracting Office

Contact: Ned Lichty, Sr. Procurement & Contracting Specialist

Email: Ned.Lichty@Seattle.gov

Procurement Contact Information

The City of Seattle, Seattle City Light Department

Table 2: Delivery Address

**The City will accept electronic submittals only for RFQ #SCL-24219.
Submit via email to Ned.Lichty@Seattle.gov**

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

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1. Purpose and Background.

Purpose

This Request for Qualifications (RFQ) is for the Diablo Dry Dock Non Time-Critical Removal Action Engineering Evaluation/Cost Analysis (EE/CA) project. Seattle City Light (herein City Light) is under a Settlement Agreement with the National Park Service (NPS) for a Non Time-Critical Removal Action (NTCRA) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or Superfund. The Settlement Agreement is attached for reference and more detailed direction for content and timing requirements.

Seattle City Light (SCL) requests qualifications from qualified firms to conduct the EE/CA. The objectives of the EE/CA are discussed in the Scope of Work to the Administrative Settlement.

Background

The Diablo Dry Dock Site ("Dry Dock") is located on the north shore of Diablo Lake, Whatcom County, Washington, along the Skagit River in Ross Lake National Recreation Area, immediately adjacent to the North Cascades Environmental Learning Center's campus. Specifically, the campus' cafeteria and associated facilities, as well as a short peninsula trail, are within a few hundred feet of the Dry Dock, and all other developments on the campus (visitor center, offices, classrooms, dorms, etc.) are within a quarter mile. The Dry Dock is located along Deer Creek Cove on the Diablo Lake.

Constructed on Diablo Lake after the completion of Diablo Dam in 1930, City Light's Diablo Marine Railway and Shelter ("Dry Dock") provided shelter for a marine railway used to build and maintain vessels operating on Diablo Lake. City Light's first tour boat was constructed at the Dry Dock in 1935, and the railway and shelter have been used in this capacity since then. The Dry Dock building was constructed on native soil using corrugated sheet metal on a wood frame supported by treated logs on concrete bases. It is open to the weather on two sides and is surrounded by a chain-link fence. Rails on concrete footings extend from the shelter into the reservoir, and a cradle on the rails is used to haul boats in and out of Diablo Lake. The site is not currently in use.

City Light completed an initial field investigation at the Dry Dock in September 2014 to evaluate potential demolition of the structure. The 2014 investigation consisted of collecting surface soil and sediment samples around and within the Dry Dock building. Based on historical use of the Dry Dock facility for boat storage and maintenance, chemicals of concern included metals from potential sand blast grit for boat maintenance; petroleum from boat fueling activities; and carcinogenic polycyclic aromatic hydrocarbons (cPAHs) from treated timber supports. The purpose of the investigation was to determine if these chemicals of concern existed in soil at concentrations above the Washington State Model Toxics Control Act (MTCA) Method A cleanup levels for Unrestricted Land Use, or in surface sediment at concentrations above the Washington State Sediment Management Standards screening levels for fresh water.

A subsequent field investigation was completed in May 2015. Results of both investigations show that soils at the Dry Dock include elevated levels of arsenic, lead, and cPAHs above MTCA Method A or B soil cleanup levels. While some soil samples contained diesel-range organics below the cleanup level of 2,000 mg/kg, no samples exceeded the MTCA Method A cleanup levels for Unrestricted Land Use for diesel or lube oil-range organics. The NPS determined that an EE/CA is necessary to fully characterize the nature and extent of contamination; evaluate risk to human health and ecological receptors; and evaluate removal alternatives.

2. Performance Schedule.

This contract will be for a multi-year project anticipated to begin in 2020 and continue through 2023. The contract value is estimated at approximately \$450,000. Implementation of the work is anticipated to be as follows: 2020 – preparation of the EE/CA Work Plan and associated submittals; 2020/2021 – implementation of the EE/CA Work Plan; field sampling, analyses, etc.; and 2021/2022 – submittal of draft and final EE/CA reports. Three versions of each submittal (SCL review version, NPS review, and Final) at a minimum should be considered in fitting with the below schedule as dictated by the Settlement Agreement. More detail provided in the Section 5. Scope of Work.

Table 3. Draft schedule as required by the Settlement Agreement.

Task	Deliverable	Due Date ^a
1.	Agency Review Draft EE/CA Work Plan (and associated submittals)	60 days after City Light's Notice to Proceed ^b
2.	Final EE/CA Work Plan	60 days after receipt of NPS comments – document is considered final upon NPS's written approval
3.	EE/CA begins	30 days after NPS's approval of EE/CA Work Plan or as stipulated by the schedule in the approved Work Plan
4.	Agency Review Draft EE/CA Report	180 days after completion of the EE/CA. ^c The 180 days includes time to validate the data.
5.	Community Involvement Repository	10 business days after NPS request
6.	Final EE/CA Report	60 days after receipt of NPS comments – document is considered final upon NPS's written approval

^a Settlement Agreement was signed by both NPS and City Light on July 16, 2019. The EE/CA Approval Memo was signed September 4, 2019. Due dates shown are for final deliverables to NPS. This schedule assumes only a single revised document will be submitted to NPS following receipt of comments from NPS; additional iterations for NPS review will assume a 30-day turnaround period. Documents become final only upon approval by NPS.

^b Task 1 due date requires an internal draft to City Light within 30 days of Notice to Proceed and a final draft for Agency Review within 60 days. A similar sequencing of internal drafts to City Light followed by final draft versions to NPS should be assumed for all deliverables.

^cCompleted means the field requirements of the EE/CA Work Plan have been satisfied.

Optional Future Task(s)

This RFQ is for the tasks outlined in Section 5. Optional future tasks associated with and inclusive of the Removal Work Plan and remediation of the Diablo Drydock site may be added at the discretion of City Light. Optional tasks would be based on the findings of the Final EE/CA Report.

3. Solicitation Objectives.

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

The objective of this RFQ is to provide sufficient information for consultants to submit their qualifications. Consulting firms must be bona-fide providers of the services being requested and have the capacity to perform the scope of work to expected industry standards. To be responsive to this request, information submitted by consultants must conform to the procedures, format, and content requirements outlined in this RFQ. Failure to do so may result in the consultant being declared non-responsive. City Light expects, through this solicitation, to select a consultant that:

- 1) Provides a skilled and highly qualified team available for immediate execution of work tasks and the ability to perform field work in a remote location in the Washington North Cascades.
- 2) Provides strategic approaches and negotiation support to City Light to define the detailed project approach(s) and work with the NPS team.
- 3) Produces concise, defensible, accurate, and high-quality deliverables.
- 4) Satisfies deliverable and schedule requirements required by City Light and the Settlement Agreement.
- 5) Prioritizes and adheres to health and safety and HAZWOPER protocols to protect employees and subcontractors.

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 will be rejected by the City without further consideration:

1. Consultant firm must have a minimum of five (5) years continuous experience providing environmental consulting services as a primary business service.
2. Consultant must have a local office within 120 miles of Diablo Lake, North Cascades National Park, WA.
3. Consultant must have demonstrated proficiency and experience in each primary task of the Scope of Work: Task 1: Engineering Evaluation/Cost Analysis (EE/CA) Work Plan, Task 2: Engineering Evaluation/Cost Analysis (EE/CA) and EE/CA Report, Task 3: Project Management.
4. Consultant must have successfully performed at least two (2) contracts with public or private agency(s) with scope and services similar to those for this contract, including the following elements under regulatory oversight by the US Environmental Protection Agency (EPA), National Park Service (NPS) and/or Washington State Department of Ecology:
 - a. Remedial Investigation and Feasibility Study (RI/FS), and/or EE/CA, including Disproportionate Cost Analysis
 - b. At least one RI/FS or EE/CA Final Report approval by one of the regulatory agencies listed above
5. Consultant personnel must be trained and certified in accordance with all pertinent hazardous waste and emergency response standards, including but not limited to Hazardous Waste Operations & Emergency Response (HAZWOPER).
6. Project Manager must have experience managing at least three (3) projects within the last 5 years involving RI/FS's or EE/CA's with agency oversight involving upland, surface water and sediment investigations.
7. Technical Lead should demonstrate experience as lead on at least three (3) projects within the last 5 years in the design and completion of RI's or EE/CAs for upland sites, including past experience in designing sampling programs to achieve site assessment and meet RI or EE/CA objectives for media including upland soil and sediment.
8. The Risk Assessment Lead should demonstrate lead experience in RI or EE/CA risk assessment for at least three (3) projects within the last 5 years.
9. The Engineering & Cost Estimator Lead should demonstrate experience in RI/FS or EE/CA cleanup alternative development and cost estimation for at least three (3) projects within the last 5 years.

5. Scope of Work.

The scope of work consists of five tasks outlined below. Please be specific about your assumptions, anticipated workflow, staff roles and responsibilities, and schedule when preparing the RFQ submittals (see Section 8).

This professional services contract is to provide engineering, scientific and technical services to plan and implement a NTCRA EE/CA, as required by the Settlement Agreement. The contract value is estimated at approximately \$450,000. The estimated contract period for work is from April 2020 through December 2023. Requirements for Work Products: Work products require, at a minimum, a preliminary draft for internal review by City Light and a draft for NPS review. Another draft document(s) may also be required for additional NPS review before finalizing. Below are the draft tasks, services, and deliverables that are anticipated as part of this scope of work (SOW).

The tasks below are included as *draft* scope tasks; details of tasks are draft and are subject to final negotiation to refine approach, services, timelines, and level of effort required. Actual tasks will be as needed to conform to relevant NPS and CERCLA guidance and satisfy the Settlement Agreement requirements as determined by final NPS approval of work products

Respondents shall complete the following tasks:

Task 1 Engineering Evaluation/ Cost Analysis (EE/CA) Work Plan

Objective: To prepare a Work Plan that provides the approach and methodology to preparing the Engineering Evaluation/ Cost Analysis (EE/CA) in accordance with NPS and CERCLA guidance and the Settlement Agreement for NPS approval.

Approach: A Draft and Final EE/CA Work Plan that defines the project approach to achieve the required elements of the EE/CA including a full characterization of the nature and extent of contamination, an evaluation of risk to human health and ecological receptors, and an evaluation of removal alternatives to meet the objectives of the NTCRA. Development of the EE/CA Work Plan will include analysis of existing data, an assessment of data gaps remaining after the preliminary (2014/2015) site investigations, the preliminary identification of exposures, and the development of a conceptual site model. The Work Plan shall also include a preliminary review and analysis of applicable and relevant guidance, laws, regulations, and codes. The required content of the Work Plan and associated submittals are defined in the Settlement Agreement.

Preparation of the Work Plan shall also include preparation of:

- Sampling and Analysis Plan (SAP) (inclusive of Field Sampling Plan (FSP) and Quality Assurance Project Plan (QAPP)) for data collection activities required to support the EE/CA, and
- Health and Safety Plan (HASP).

Both the SAP and the HASP should be submitted as standalone documents along with the EE/CA Work Plan.

Consultant Services:

- Consultant shall become familiar with available site information through existing documents which will be provided by City Light.
- Consultant shall work with City Light to develop project strategies, conceptual scopes, and approaches for investigations and project schedule.
- Consultant shall prepare an annotated outline of the work plan for internal review by City Light.
- Consultant shall prepare the work plan deliverables

Assumptions:

- Deliverables shall address the content defined in the Settlement Agreement.
- HASP and SAP (with FSP and QAPP) shall be included as appendices to the Work Plan.

Deliverables:

- Work Plan Annotated Outline (internal only)
- Draft and Final HASP
- Draft and Final SAP (with FSP and QAPP)
- Draft Work Plan (assume one preliminary draft for City Light review and one draft for NPS)
- Final Work Plan (assume one preliminary draft for City Light review and one draft for NPS)

Task 2 Engineering Evaluation/ Cost Analysis (EE/CA) and EE/CA Report

Objective: *To complete the EE/CA in accordance with the EE/CA Work Plan as approved by NPS and prepare the EE/CA Report for the Site.* The EE/CA must provide sufficient data to characterize the nature and extent of contamination and define the risks presented at the site in order to develop and select a removal action that meets the objectives the NTCRA.

Approach: The Consultant shall collect environmental samples and conduct laboratory analysis per the approved SAP/FSP/QAPP. Data shall be validated and loaded into an approved database management software per the Settlement Agreement. The Consultant shall develop appropriate removal alternatives that support the objectives of the NTCRA and analyze the effectiveness, implementability, and cost of the various alternatives. The Consultant shall prepare the EE/CA Report summarizing the results of the investigation and evaluating the alternatives developed during the EE/CA.

Consultant Services:

1. Sampling and Analysis – EE/CA

Consultant shall implement fieldwork as set forth in the approved FSP, coordinating all sampling and site access with users/owners. Consultant shall conduct testing and analyses as set forth in the approved SAP/QAPP. Consultant shall validate collected data and compile the validated data into a project database and submit data to NPS in accordance with the Settlement Agreement’s submission of deliverables. Consultant shall develop and evaluate removal alternatives to meet the objectives of the NTCRA as determined by NPS.

2. Reporting – EE/CA Report

Consultant shall prepare the EE/CA Report in accordance with the Settlement Agreement. The EE/CA Report should be prepared and submitted per EPA’s *Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA* (EPA 1993). The EE/CA report should provide as a minimum the following items:

- Executive Summary
 - Background Summary
 - List of Important Dates/Milestones/Investigations/Removals/Significant Public Events
- Site Characterization
 - Site description and background including historic facility use
 - Source, nature, and extent of contamination
 - Analytical data
 - Graphics
- Identification of Removal Action Objectives that identify contaminants of concern, exposure route(s), and receptor(s)
 - Conceptual Site Mode
 - Identification of applicable or relevant and appropriate requirements (ARARs)
 - Streamlined risk evaluation
 - Statutory limits on removal actions
 - Determination of removal scope

- Determination of removal schedule
- Planned remedial activities
- Identification and Comparative Analysis of Removal Action Alternatives
 - Description of alternatives
 - Comparative analysis of alternatives, including effectiveness, implementability and cost
- Preferred removal action alternative including description and rationale

Assumptions:

- Consultant efforts on tasks under this SOW shall adhere to the approved EE/CA Work Plan. Deviations must be approved by City Light and NPS
- Deliverables shall address the content defined in the Settlement Agreement
- For preliminary estimating purposes, assume 2 rounds of field characterization, including soil, sediment and surface water sampling

Deliverables:

- Field logs, laboratory reports, electronic data deliverables, and data validation reports
- Draft EE/CA Report
 - Preliminary draft for SCL review
 - Pre-draft for local Agency review
 - Draft for full Agency review
- Final EE/CA Report
 - Pre-final for full Agency review
 - Final report

Task 3 Project Management

Objective: To provide project management and control of the contract and any subcontracts; preparation of the schedule, budget, and monthly and quarterly progress reports and invoices; scheduling of project meetings.

Approach: This task begins immediately following authorization of work.

Consultant Services:

- Consultant shall prepare monthly invoices in a format agreed to by City Light, including summary reports, earned value tracking, cash flow updates, and backup materials.
- Consultant shall develop an overall project schedule including activities and key meetings. The schedule shall be updated monthly, unless otherwise authorized by City Light.
- Consultant shall provide in-house quality assurance/quality control review of final recommendations and products.
- Consultant shall provide Monthly Progress Reports to City Light, unless otherwise authorized by City Light.
- Consultant shall provide Quarterly Progress Reports to NPS beginning from the date of the receipt of NPS's approval of the EE/CA Work Plan until NPS approval of the EE/CA Report

Deliverables:

- Monthly status reports, invoices, schedule updates, and backup materials
- Quarterly Progress Reports submitted to NPS on behalf of City Light in accordance with the Administrative Settlement.

Task 4 Meetings

Objective: To assist City Light performance of project team and interagency coordination and facilitation as required to secure approvals for the work products.

Approach: This task covers consultant attendance and support at all project team and NPS meetings.

Participate as necessary in public or agency meetings and the preparation of information for said meetings.

Consultant Services:

- Consultant shall participate in and prepare/ contribute to meeting agendas for project team and NPS meetings as requested.
- Consultant shall participate in preparing for and attending meetings with NPS and those related to the community involvement process in accordance with the Administrative Settlement and NPS "DRAFT" Community Involvement Plan (provided as attachment).
- Consultant shall assist City Light in agency coordination and public participation (e.g., technical support for meetings, review agency fact sheets documents) as requested. This SOW does not include public outreach except for on-request support as needed.
- As requested by NPS or City Light, Consultant shall provide information supporting NPS's Community Involvement Program related to the Work performed under the Administrative Settlement and participate in public meetings that may be held or sponsored by NPS. Reference Section 26 of the Administrative Settlement.

Assumptions: For the purposes of the budget estimate for this contract, the assumed level of effort is as follows:

- All meetings are included in this task
- Consultant shall hold status discussions or coordination meetings with City Light and NPS project team. Assume 30 2-hour meetings.
- An initial kick-off meeting for the entire project team shall be coordinated and conducted by the Consultant.

The project team consists of City Light and key consultant team members.

Deliverables:

- Meeting agendas, handouts, technical materials, presentations

Task 5 Contingency Task/Activity

The objective of this task is to implement interim tasks or activities required by NPS. The scope of work for this task will be defined at a later date if necessary.

At their discretion City Light may solicit additional contracts to implement interim activities.

6. Contract Modifications.

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

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

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.

The City offers an **optional** pre-submittal conference at the time, date, and location below. Proposers are highly encouraged to attend but **not** required to attend to be eligible to propose. The meeting answers questions about the solicitation and City Light's RFQ procurement process – the Expertise-Driven Project Delivery (XPD) process and clarifies any issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues during this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

Three webinars listed below are intended as **optional** Pre-Submittal Conference proponent training for solicitations that utilize the XPD model, also known as the Best Value Business Model.

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

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

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

The City Light RFQ process emphasizes the following evaluation criteria:

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

Due to the evaluation emphasis on the specific individual project team members, Consultants are **STRONGLY ENCOURAGED** to have lead members of their project team attend (see Section 8.9 below), that would be assigned to the project if awarded (i.e. in place of sending business development or sales personnel). If attendance in person is not possible Consultants may call-in using the phone number provided.

The Pre-Submittal Conference will be held on:

When: Monday, February 3, 2020 from 2:00 PM to 4:00 PM
Where: Seattle Municipal Tower, 700 Fifth Avenue, Seattle, WA 98104
16th Floor / Conference Room 1600

This room is accessible to the public so there is no need to check in at the City Light Visitor's Center.

Conference Phone Number to Call In:

206-386-1200 English (United States)
844-386-1200 English (United States)
Conference ID: **405416#**

7.3 Questions.

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

7.4 Changes to the RFQ.

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

7.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially and follow the requested formats.
- c. The City has provided templates and page limits specified in the Response Format section 8. You **must** use the attachments provided. Any pages that exceed the page limit specified, will be excised from the document and not be evaluated.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline will be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.7 Hard Copy Submittals will not be accepted.

7.8 Electronic Submittal.

Provide an electronic submittal in lieu of an official paper submittal.

- a. **Email your submittal to Ned Lichty at Ned.Lichty@Seattle.gov** by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail '**Submittal to RFQ #SCL-24219**' so it won't be lost in an e-mail stream.
- 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.
- e. Do not submit a hard copy.

7.9 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and will 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.

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

7.31 Notification Requirements for Federal Immigration Enforcement Activities.

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

Such requests include, but are not limited to:

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

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

8. Response Materials and Submittal.

Overview of the Expertise-Driven Project Delivery Process

As mentioned in Section 7, this contract will be delivered via the XPD process, streamlining submittal requirements of this RFQ. Additional details are outlined below.

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: (Attachment provided)

Must be submitted even if you sent one into the City for previous solicitations.

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. Mandatory – Proof of Insurance: (Attachment provided)

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

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

Minimum qualifications are required for a Consultant and the Consultant team (includes prime consultant, sub-consultants and subject matter experts).

Must use attached template provided.

5. Non-Disclosure Form: (Attachment B):

Must use attached template provided.

6. Consultant WMBE Inclusion Plan: (Attachment C)

Must use attached template provided.

7. Approach to Scope of Work ([Attachment D, 5-page max](#)):

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

Please also list/describe a summary of the Consultant's major assumptions and expectations that have been made in preparing the proposal. This should include assumptions associated with project location, staff roles and responsibilities, anticipated workflow, level of effort and schedule, as well as items/tasks that the Consultant has assumed the City will perform and/or that are required from the City and/or NPS.

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.*

8. Narrative of Related Experience: ([Attachment E, 3-page max; 1-page per Project](#)):

Describe a maximum of three (3) projects that best demonstrate the Consultant(s) experience to meet the Scope of Work. An attachment template is provided.

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.

Must use attached template provided.

9. Resume of Key Project Team & Org Chart: ([Attachment F, 2-page max per project team member](#)):

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. Include a separate document for Overall Project Team Organizational Chart.

The project team should include:

Consultants must identify their proposed project team structure by name and role. The City has designated the following project team roles as being critical for this contract. Please note that the job titles are generic and may not accurately reflect the specific job titles and roles within each Consultant team:

- **Project Manager*** – responsible for managing the EE/CA project with tasks that require organizing, managing, coordinating and providing quick turn-around responses, etc.
- **Technical Lead*** – responsible for designing and completing the field investigation, etc.
- **Risk Assessment Lead*** –responsible for activities regarding Conceptual Site Model, risk analysis for human and ecological receptors, etc.
- **Engineering & Cost Estimator Lead*** –responsible for the development, evaluation, and cost analysis of removal alternatives, etc.
- **Data Manager Lead** – will be responsible for coordination with laboratories, data management and data validation

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.

Must use attached template provided.

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

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

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

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

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

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

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

11. Value Assessment (Attachment H, 2-page maximum):

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

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

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

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

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

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

12. List of Subconsultants (Attachment I):

The Consultant must complete all information requested in Attachment I to list the subconsultants proposed as part of their overall project team.

13. Estimated Level of Effort (Attachment J):

The Consultant shall provide an estimated level of effort (LOE) for the scope of work. The LOE is intended to be an initial estimate and is open to review and clarification during the contracting phase.

The LOE shall include a breakdown of the total number of hours to complete the scope of work. Hours shall be broken out first by Task and then by project team role. The City may request additional clarification from the top-ranking proposer(s). Consultants who wish to propose any alternate to the base Scope of Work (SOW) should do so within 'Attachment H – Value Assessment' in section 8.11.

An LOE template is provided as a Form and must be used by all Consultants. Consultants are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color;

add colors, pictures, diagrams, etc.).

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

Submittal Checklist – Attachments.

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

1. Mandatory – Consultant Questionnaire. (Form Attached)
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Proof of Insurance-Insurance Transmittal (Form Attached)
4. Mandatory – Minimum Qualifications (Attachment A)
5. Mandatory – Non-Disclosure Form (Attachment B)
6. Mandatory – Consultant WMBE Inclusion Plan (Attachment C)
7. **Mandatory – Approach to Scope of Work** (Attachment D)
8. Mandatory – Narrative of Related Experience (Attachment E)
9. Mandatory - Resume of Key Project Team & Org Chart (Attachment F)
10. **Mandatory-Risk Assessment; Controllable/Uncontrollable** (Attachment G)
11. **Mandatory – Value Assessment** (Attachment H)
12. Mandatory – List of Subconsultants (Attachment I)
13. **Mandatory – Estimated Level of Effort** (Attachment J)

Items #7, #10, #11 & #13 above are to be anonymous and **MUST NOT** contain names that can be used to identify your organization or personnel.

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 and Pre-Award Clarification Phases.

The XPD process consists of a 1) Selection Phase, and a 2) Pre-Award Clarification Phase, as summarized in the following paragraphs and outlined below.

Selection Phase:

The first phase of the XPD process focuses on each Consultant’s ability to differentiate itself from competing proposals. Consultants will be evaluated based upon the ability to identify, prioritize, and minimize project risks, add differential value to the City, show a high level of past performance on behalf of other clients and similar projects, and propose a highly qualified project team. Submitted proposals should be brief, show differentiation, and allow the City to make a justifiable selection. It is imperative that each Consultant realize that what is written in the proposals and discussed in the interviews will become part of the final contract.

Pre-Award Clarification Phase:

The second phase of the XPD process occurs prior to award with the selected Consultant. The selected Consultant will be required to clearly present their implementation plan for the project, coordinate risk minimization solutions, clarify value assessment options, and identify specific

support and resources that will be requested from the City throughout the project. This phase is provided to the selected Consultant to ensure they have properly addressed and accounted for all aspects of the scope in their proposal.

9.1 Selection Phase.

9.1.1 Initial Screening

The City will review responses for responsiveness and responsibility in accordance with the Selection Phase of the XPD process as described in Section 8. Those responses that comply with the instructions provided in Section 8 of the RFQ shall proceed for full evaluation by the Consultant Evaluation Committee. Equal Benefits, Minimum Qualifications, a WMBE Inclusion Plan, satisfactory financial responsibility, and other elements are also screened at this time. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

9.1.2 Proposal Evaluation

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

Evaluation Criteria:

	Maximum Points
Consultant Questionnaire	Pass/Fail
Proof of Legal Business Name	Pass/Fail
Proof of Insurance	Pass/Fail
Minimum Qualifications	Pass/Fail
Non-Disclosure Agreement	Pass/Fail
List of Subconsultants	Pass/Fail
Consultant WMBE Inclusion Plan	10
Approach to Scope of Work	15
Narrative of Related Experience	25
Resumes of Key Project Team & Org Chart	25
Risk Assessment; Controllable- Uncontrollable	15
Value Assessment	5
Estimated Level of Effort	5
Total Possible Points	100

9.1.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms will 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.

9.1.4 References

The City may contact one or more references for the proposed project team member(s) and/or former clients of the Proposer. 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.

9.1.5 Selection

The City will 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.

9.2 Pre-Award Clarifications.

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for pre-award 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.

9.3 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.

9.4 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 will 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 will 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-day (10) 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. (Attachment provided)

Proof of insurance is required, Insurance Transmittal Form attached.

10.8 Standard Consultant Contract Template.

Boiler plate attached