



City of Seattle  
Seattle City Light Department

**REQUEST FOR QUALIFICATIONS**

**Request for Qualification # SCL-767010325**

**Project Title: Network Vault Inspection Services**

**Procurement Schedule**

<b>Schedule of Events</b>	<b>Date/Time (PST)</b>
Release solicitation (Procurement)	February 10, 2022
Pre-Submittal Conference (Attendance Optional) Via WebEx (See 7.2 below)	February 14, 2022 2:00 – 3:00 PM
Deadline for Vendor Questions	<b>February 17, 2022 3:00 PM</b>
Answers to Questions posted as Addendum	February 21, 2022 3:00 PM
<b>Deadline to Submit Proposals</b>	<b>March 11, 2022 3:00 PM</b>
Shortlisting of Consultant	March 18, 2022
Interviews (Optional)	March 21 thru March 24, 2022
Notice of successful vendor	March 28, 2022
Anticipated Negotiation Schedule	March 28 <sup>th</sup> thru March 31 <sup>st</sup>
Contract Execution	April 4, 2022

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

## Procurement Contact Information

**Procurement Contact: Ned Lichty, Sr. Contracts & Procurement Specialist**  
**Email: [Ned.Lichty@seattle.gov](mailto:Ned.Lichty@seattle.gov)**

### Table 2: Delivery Address

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

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

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## 1. Purpose and Background.

### Introduction

City Light, which was established in 1910 by the City of Seattle is managed by Seattle's Mayor and overseen by the Seattle City Council. It is the seventh largest publicly owned utility in the United States in terms of customers served. It owns significant hydroelectric resources, and its 131 square mile service area includes Seattle and several surrounding cities. City Light serves over 408,000 customers and has annual revenues in excess of \$842,000 million dollars.

The purpose of issuing the Request for Qualifications (RFQ) is to solicit for Network Vault Inspection Services from qualified firms on an as-needed basis for Seattle City Light Network Vault Inspection projects as they may arise.

The Consultant will perform Vault Structural Survey (Exhibit A) and provide analysis along with repair recommendations for 60 to 120 underground energized electrical vaults all of which in downtown Seattle with the assistance of Seattle City Light (SCL) electrical crews on standby. The Consultant will enter into confined spaces of an energized underground facility to observe, review structural integrity, provide repair recommendations, and assign priority based on hazard conditions, and provide report of Vault Condition Assessment with pictures and/or video clips.

## 2. Performance Budget and Schedule.

The budgeted amount for these on-call consultant contracts is \$200,000 to span over a maximum of one year. 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:

Contract with a skilled Consultant available for immediate on-call work that will reduce the cost, time and processes necessary to respond to Seattle City Light Network Vault Inspection needs.

The objective of this Request for Qualifications is to provide sufficient information for Consultants to submit the qualifications. It is preferred that the Consultant have prior experience with working in underground network distribution facilities

Consulting firms must be bona-fide providers of the services being requested and have capacity to perform the scope of work. To be responsive to this request, information submitted by consultants must conform to the procedures, format, and content requirements in this RFQ. Failure to do so may result in the respondent being declared non-responsive.

## 4. Minimum Qualifications.

Minimum qualifications are required for a consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

- Consultant must have a Civil PE License in the State of Washington
- Must have experience (3 prior projects) in underground pre-cast and cast-in-place concrete structures or brick wall vaults.

## 5. Scope of Work.

The scope of work for the Consultant includes the following:

All work and services are on an on-call basis and dependent on the availability of SCL crews. Time is of the essence for these consultant services. The Consultant shall perform the tasks listed below. All work shall be performed under the administrative direction of a Project Lead appointed by City Light.

Such projects currently anticipated, but not limited to:

Structural engineering studies, analysis, evaluation, monitoring, recommendations, load ratings and testing, design, plans, specifications and estimates, plan review, permitting, reports, quantity take-off's, construction administration and inspection related to structural steel, auger, cast pile, reinforced concrete, roofing, post-tensioned concrete, fireproofing, geotechnical engineering, and other areas as required, and expert witness.

The Specific Scope of Work of this Agreement and the time schedule for completion of such work are as follows:

- The Consultant shall perform structural survey and provide analysis along with repair recommendations for 60-120 underground energize electrical vaults with the assistance of Seattle City Light (SCL) electrical crews on standby.
- Consultant shall have up to 4 hours per each vault to perform the required inspection with access and traffic arrangement scheduled in advance.
- The Consultant shall enter into confined spaces of an underground facility to observe, review structural integrity, photograph vault vicinity and interior vault walls with particular focus on weakened structure, provide repair recommendation, and assign priority based on hazard. A complete report of with all vault condition assessment findings and including an Excel spreadsheet summarizing the findings shall be provided to SCL within sixty days upon completion of the assessment visits. This report shall be stamped by a Civil PE licensed in the State of Washington.

Elements the Consultant will be looking for as they conduct their surveys and assess the vaults for structural distress may include but are not limited to the following:

- Identifying, documenting and mapping cracks and spalls
- Measuring crack widths and wall deflection
- Identifying corrosion
- Identifying leakage & assessing water damage
- Testing walls for concrete soundness
- Assessing joint sealants and making recommendations for removal and replacement where applicable.
- Assessing vaults for broken metal ladder support clips and loose/missing bolts. Assuring existing ladders are properly secured to vault walls.
- Preparing repair recommendations for vaults that exhibit structural deterioration

Prior to commencing work, Consultant shall:

- Provide SCL Safety, Health and Wellness Division, required documentation to ensure work will be performed safely, including but not limited to Consultant's overall Accident Prevention Program, JHA that outlines anticipated hazards, and mitigation measures taken for employee(s) protection.
- Be prepared to work in or around the site-specific hazards that are present, such as confined spaces, energized equipment, and fall hazards. Consultant's personnel entering vaults shall be certified as having Confined Space Competent Person training.
- Provide Personal Protective Equipment (PPE) such as Arc Flash clothing to Consultant's personnel performing this work. A minimum Cat-II arc flash clothing will be required.
- Consultant shall provide to SCL a list of equipment they need to bring to the vault.

## 6. Contract Modifications.

The City has attached its boilerplate contract terms (Appendix B) to allow Proposers to be familiar with boilerplate, and the non-negotiable terms before submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer. The City cannot modify contract provisions mandated by Federal, State or City law: to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

## 7. Procedures and Requirements.

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

### 7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, call Julie Salinas at 206-684-0383.

### 7.2 Pre-Submittal Conference

An optional pre-submittal conference will be conducted **February 14, 2:00-3:00 PM (PST)** to provide an overview of the project and provide details of the proposal evaluation process. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarifies issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference. (see 'Appendix E' for live link to join meeting)

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Join with a video conferencing device**

seattle@m.webex.com

Video Conference ID: 114 675 829 5

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 206-686-8357,557486366#](#) United States, Seattle

Phone Conference ID: 557 486 366#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

### 7.3 Questions.

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

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

### 7.4 Changes to the RFQ.

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

### 7.5 Receiving Addenda and/or Question and Answers.

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

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the

Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

### 7.6 Proposal Submittal.

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

- a. Proposals must be submitted through the online Bonfire Portal at:  
<https://cityofseattle.bonfirehub.com> Submissions by other methods will not be accepted.
- b. Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript **must** be enabled. Browser cookies must be enabled. Respondents should contact Bonfire at <https://Support@GoBonfire.com> for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>
- c. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- d. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- e. All pages are to be numbered sequentially, and closely follow the requested formats.
- f. The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- g. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.
- h. Vendor will have the ability to modify their submissions up to the Submission Deadline in Bonfire.
- i. Submissions may be amended, but only before the Submission Deadline. Proponents wishing to amend their Quotations may amend before the Submission Deadline directly on the e-Procurement Portal.
- j. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

### 7.7 Hard Copy Submittal.

Hard copy submittals will not be accepted.

### 7.8 RESERVED

### 7.9 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFQ deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

### 7.10 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e., in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

### 7.11 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

#### Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFQ, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing: You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://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](mailto: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](mailto: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 will not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

### **7.25 Equal Benefits.**

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

### **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](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/fagcontractorexplan.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](mailto:polly.grow@seattle.gov).

## **7.30 Background Checks and Immigrant Status.**

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

### **7.31 Notification Requirements for Federal Immigration Enforcement Activities.**

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

Such requests include, but are not limited to:

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

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

## **8. Response Materials and Submittal.**

### **8.1 Overview of the Expertise-Driven Project Delivery Process**

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

#### **Selection Phase:**

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

#### **Pre-Award Clarification Phase:**

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

#### **Post-Award Performance Metrics:**

After the contract is awarded, post-award performance metrics will be measured continuously throughout the contract duration. The awarded Consultant will be required to monitor and track all risks (actual and potential deviations to the contract) on a regular basis. Additional post-award performance metrics (specific service-level-agreement items and/or key performance indicators) may also be established.

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. Letter of interest (optional).**

**2. Mandatory – Proof of Legal Name:**

Submit a certificate, copy of webpage, 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 the rest of your materials, use your company legal name:

<http://www.coordinatedlegal.com/SecretaryOfState.html>

**3. Mandatory - Consultant Questionnaire: (Appendix D)**

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

**4. Mandatory - Minimum Qualifications (Attachment A, 1-page max)**

Provide a page to prove you meet the Minimum Qualifications. The decision you meet all minimum qualifications is made from this page. The City is not obligated to check references or search other materials to seek out proof if you did not provide sufficient detail on this page alone.

**5. Mandatory – Approach to Scope of Work (Attachment B, 4-page max)**

The Approach to Scope of Work must cover 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 be specific about your assumptions, anticipated workflow, staff roles and responsibilities and schedule.

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

An Approach to Scope of Work 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.).

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 Approach to Scope of Work will become part of the final contract for the selected Consultant.

**6. Mandatory – Narrative of Related Experience (Attachment C, 4-page max; 1-page max per project)**

Describe a maximum of four (4) projects that best demonstrate the Consultant(s) experience to meet the Scope of Work. An attachment template is provided in the Package Checklist section below. For each project, please provide a one-page summary that provides the following information:

- Identify the Specific Area of Service this project addresses.
- The Consultant, Team member/firm, or subject matter experts that delivered this service.
- References: Client name, address, phone number, e-mail.
- Description of the work completed.
- Month and year the contract started and ended.
- Total cost and/or fees paid to the firm.

**7. Mandatory – Resume of Key Project Team (Attachment D, 6 Resume max- 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.

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

- a. **Project Manager:** primary resource who will be responsible for executing / delivering the services
- b. **Subject Matter Expert 1:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope
- c. **Subject Matter Expert 2:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope
- d. **Subject Matter Expert 3:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope

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

At a minimum, the resume should include:

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

## 8. Mandatory – List of Subconsultants (Attachment E)

The Consultant must complete all information requested in Attachment F to list potential subconsultants as part of their overall project team based on work described in the Scope of Work. If no subconsultant are proposed, please make note of this in the form provided.

### Submittal Checklist.

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

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

## 9. Selection Process.

### 9.1 Initial Screening

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

### 9.2 Proposal Evaluation

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

#### Overview

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

#### Evaluation Summary

Proposals will be prioritized based on the categories described below. Note that only shortlisted Consultants will be evaluated and receive up to an additional 25 points for Interviews.

#### Evaluation Criteria:

Evaluation Category	Maximum Points
Consultant Questionnaire	Pass/Fail
Proof of Legal Business Name	Pass/Fail
Minimum Qualification	Pass/Fail
List of Subconsultants	Pass/Fail
Approach to Scope of Work	25
Resumes of Key Project Team & Org Chart	25
Narrative of Related Experience	50
<b>Maximum Total Points Possible</b>	<b>100</b>

## Responsive and Responsible

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

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

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

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

## Evaluation Committee

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

The Evaluation Committee will be asked to independently review and score specific portions of all responsive proposals. First, the Evaluation Committee will evaluate the anonymous sections of the Proposal. Once the anonymous evaluation is complete, the remaining sections will be evaluated.

These evaluation criteria will be reviewed based on the Evaluation Criteria outlined in Section 9.2. These evaluation criteria will review comparatively based on a 1-10 scoring scale. A “10” represents that the item being evaluated is dominantly greater (or has demonstrated greater differential in value/qualifications/expertise) than the average submission. A “5” represents that the item being evaluated is about average (or there is insufficient information to identify clear differential). A “1” represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to the Procurement Officer, who will then average the scores together to obtain the final average score for each of the evaluated criteria. The evaluation weights will then be allocated, such that the best evaluation score for each evaluation criteria will receive credit for the full evaluation weight available for that criterion. All competing proposals will be linearly pro-rated in relation to the best evaluation score on a criteria-by-criteria basis.

Interviews will be scored and provide up to an additional 25 points, and evaluated with the same



1-10 scale defined above

### Shortlisting Procedures

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

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

### 9.3 Interviews

The City may interview top ranked firms that are most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. If conducted, interviews will be worth up to an additional 25 points. Consultants invited to interview are to bring the assigned Project Manager 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 on the project team without advance authorization by the City Solicitation Contact.

### 9.4 References

The City may contact one or more professional references have been provided by the Proposer in the Consultant, or other sources that may not have been named by the Proposer but can assist the City in determining performance.

### 9.5 Selection

The City shall select the highest ranked Proposer(s) for award including the interview and written proposal.

### 9.6 Contract Negotiations

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

### **9.7 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

### **9.8 Repeat of Evaluation:**

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

## **10. Award and Contract Execution.**

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

### **10.1 Protests.**

Interested parties that wish to protest any aspect of this RFQ selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

### **10.2 Protests – City Purchasing and Contracting Services.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols>. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

### **10.3 Limited Debriefs.**

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

### **10.4 Instructions to the Apparently Successful Consultant(s).**

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten-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

Proof of insurance is required by the Consultant awarded contract, (Appendix C).

### 10.8 Standard Consultant Contract Template

Template is attached for reference and can be found here:

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

### ATTACHMENTS:

- |                                     |                              |
|-------------------------------------|------------------------------|
| 1. Consultant Contract Boilerplate  | Appendix B                   |
| 2. Insurance Transmittal Form       | Appendix C                   |
| 3. Consultant Questionnaire         | Appendix D                   |
| 4. Pre-Submittal Meeting Login Link | Appendix E                   |
| 5. Minimum Qualifications           | <a href="#">Attachment A</a> |
| 6. Approach to Scope of Work        | <a href="#">Attachment B</a> |
| 7. Narrative of Related Experience  | <a href="#">Attachment C</a> |
| 8. Resume of Key Project Team       | <a href="#">Attachment D</a> |
| 9. List of Subconsultants           | <a href="#">Attachment E</a> |
| 10. Vault Structural Survey         | Exhibit A                    |