



# City of Seattle

## REQUEST FOR QUALIFICATIONS Consultant Contract

### 20-018 West Seattle High-Rise Bridge Replacement Design

FHWA Funded Project

Grant Agreement: TBD

CFDA #: TBD

## Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	6/2/2020
Optional Online Pre-Submittal Conference Details to follow	6/9/2020 1:00 p.m.
Deadline for Questions	6/18/2020 12:00 p.m.
Response Deadline	6/30/2020 2:00 p.m.
Interviews	7/28/2020 7/29/2020

*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: Pamela Garcia, Sr. Contract Specialist

[Pamela.Garcia@seattle.gov](mailto:Pamela.Garcia@seattle.gov) | 206.684.5009

Table 2: Delivery Address

**Electronic Delivery - E-Mail  
Address**

[DOT\\_CCU@Seattle.gov](mailto:DOT_CCU@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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## Purpose and Background.

On March 23, 2020, the West Seattle High-Rise Bridge was closed to vehicle traffic. This bridge is the City's top arterial by volume, typically carrying an average of over 100,000 cars, trucks and buses every week. The bridge's deterioration at an accelerated rate required a full closure for the safety of all users. Since that time, SDOT has continued to inspect and monitor the structure. There is a currently a design and construction team working on the necessary steps to stabilize the structure and reduce the risk of failure. Next steps are to separately investigate a repair to the bridge for opening to traffic and to develop a replacement design. This contract is intended to provide a comprehensive engineering team to design a replacement of the West Seattle High-Rise Bridge.

This contract is estimated to be approximately \$50 Million to \$150 Million. It is anticipated that this contract will receive federal funds and therefore will proceed under this assumption.

## 1. Performance Schedule.

This is anticipated to be a multi-year phased contract, for approximately ten years, as needed to deliver a partial or full replacement of the bridge. More detail to the schedule will be developed during the course of 2020 as scope direction is confirmed and, in an attempt, to accelerate the design and construction to the greatest extent practicable.

## 2. Solicitation Objectives.

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

Procure an experienced, comprehensive team to deliver a replacement design and possibly provide construction services in partnership with the City of Seattle.

## 3. 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:

1. The prime consultant firm must have a minimum of 10 years of experience in bridge planning, design and construction in a seismic zone 4 urban, marine environment.
2. The proposed team shall include leads for each key discipline who are licensed Professional Engineers in the State of Washington, and the lead structural engineer shall also be a licensed Structural Engineer.
3. The prime firm shall have 3 similar bridge projects (\$200M or above in total project cost) in the last 10 years with a government agency, or an equivalent combination of large and/or complex bridge projects in the last 10 years.
4. The team shall have experience in delivering federally funded projects (FHWAUS DOT), projects with complex funding structures and alternative delivery methods.

## 5. Scope of Work.

This contract is intended to provide a comprehensive engineering team to design a replacement of the West Seattle High-Rise Bridge. This team will work in conjunction with SDOT's West Seattle High-Rise Bridge delivery team, led by SDOT's project manager. The scope of work includes structural, civil, marine, geotechnical and demolition design, environmental/permitting, planning, traffic engineering and analysis, grant writing services, construction phasing and constructability, real property, architectural, mechanical & electrical, communications, and project management expertise necessary to lead the team through all phases of delivery. This project is expected to be delivered under an accelerated schedule and an alternate delivery method construction contract (that has yet to be selected). This team will be expected to help identify the preferred delivery strategy and will be central to delivering this method, in conjunction with a contractor to be procured at a later date. This work will require extensive communication and coordination with stakeholders, partners (such as the Sound Transit and the Port), and elected officials, including a project specific Technical Advisory Panel, and other consultants and contractors. It is anticipated that the work under this contract will be phased through multiple phases, and may include but is not limited to phases for planning type, size and location (TS&L), design, and design support during construction at SDOT's discretion. The scope of work as listed here is not exhaustive, additional scopes of work may be needed to support the full spectrum of design and construction needs.

Core functions include:

- Alternatives/Analysis/Planning
- Structural Bridge
- Civil Engineering
- Electrical Engineering
- Mechanical Engineering
- Architecture
- Marine Design
- Environmental and Permitting including Army Corps of Engineer, US Coast Guard, Washington Department of Fish and Wildlife, Tribes, Freight Community, and Sound Transit.
- Right-of-Way services
- Survey
- Planning
- Traffic Analysis
- Geotechnical Engineering
- Project Management
- Communications (note lead Outreach services will be procured under a separate RFQ)
- Grant Writing Services
- Construction Phasing
- Constructability
- Real Property Services

## 6. Contract Modifications.

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

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

## 7. Procedures and Requirements.

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

### 7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

### 7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date, and location on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarify 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.

### 7.3 Questions.

Proposers may submit questions to Procurement - <https://www.seattle.procurement.com> 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 as posted on Procurement. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

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

### 7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

### 7.7 Reserved

### **7.8 Electronic Submittal.**

Due to COVID-19 the City is accepting an electronic submittal in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to the Electronic Delivery – E-Mail Address (see table 2).
- b. Title the e-mail so it will not 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.

### **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 can be found 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.

Generally, all work including option and option pricing must be priced and agreed upon in the Agreement. However, this Agreement scope may be expanded for new or revised work in compliance with changes and amendment options afforded to the City of Seattle as a federal grant recipient provided for within 2 CFR 200 and in compliance with state law, and City requirements. Generally new or modified work (a) may not have been reasonably known by the City or Consultant at time of solicitation, (b) would not attract a different field of competition, (c) does not change the identity or main purpose of the Agreement, (d) and otherwise does not result in a cardinal change in scope or size of Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Time extensions and some quantity changes are generally allowable and require approval. New Work 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.

Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

### **7.16 Effective Dates of Offer.**

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

### **7.17 Cost of Preparing Proposals.**

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

### **7.18 Readability.**

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

### **7.19 Changes or Corrections to Proposal Submittal.**

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

### **7.20 Errors in Proposals.**

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to the City.

### **7.21 Withdrawal of Proposal.**

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

### **7.22 Rejection of Proposals.**

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

### **7.23 Incorporation of RFQ and Proposal in Contract.**

This RFQ and Proposer's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City's contract with the Proposer.

### **7.24 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City.

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

### **7.25 Equal Benefits.**

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

### **7.26A Civil Rights and Title VI.**

The City of Seattle, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of



Transportation issued pursuant to such Act, hereby notifies all submitters that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. To the extent applicable and except to the extent that the federal cognizant agency determines otherwise in writing, the submitter agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001 if awarded under a US DOT agency. The submitter further agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income."

### **7.26B Disadvantaged Business Enterprise (DBE) Program.**

As a recipient of Federal Aid Funds, the City of Seattle is required to follow 49 Code of Federal Regulations (CFR) Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." A DBE goal is being reviewed for the contract phases in the RFQ and will be added via addenda. It is anticipated that the agreement resulting from this solicitation will utilize federal funds. Therefore, all requirements under the City's DBE Program and the SDOT DBE Procedures for Consultant Contracts shall be followed. Washington DBEs are registered here. The U.S. Department of Transportation DBE website hosts links for all state DBE registries for out-of-state entities: <https://www.transit.dot.gov/dbe>.

Consultants are advised that any agreement, including subcontracts, awarded pursuant to this RFQ shall include the following assurance:

"The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

### **7.26C Indirect Overhead and Indirect Cost Rates and Adjustment Requests**

#### **Indirect Overhead / Indirect Cost Rate Documentation and Adjustment Requests**

The use of an Indirect Cost Rate (ICR) shall be compliant with 48 CFR Part 31.2 of the Federal Acquisition Regulations (FAR 31.2). Consultant / SubConsultant(s) shall provide documentation substantiating their Indirect Cost Rate (ICR). Documentation includes approval and record of audited indirect cost rate pool.

The use of an Indirect Cost Rate (ICR) may also be compliant with Washington state law if approved by a Washington State agency such as the Washington State Department of Transportation. Consultant / SubConsultant(s) shall provide documentation substantiating their Indirect Cost Rate (ICR). Documentation includes approval and record of audited indirect cost rate pool.

The use of an Indirect Cost Rate (ICR) or Overhead rate may also be the result of audited financial statements and overhead pool as signed and approved by an independent, licensed financial auditor. Consultant / SubConsultant(s) shall provide documentation substantiating their Overhead or Indirect Cost Rate (ICR). Documentation includes signed letter from the independent financial auditor and record of audited indirect cost rate pool.

If a Consultant / SubConsultant(s) does not have an independently audited and approved Overhead rate or approved ICR, and can demonstrate that an audit poses an insurmountable financial impact to the Consultant / SubConsultant(s), the Consultant / SubConsultant(s) may negotiate an appropriate overhead rate. The Consultant / Subconsultant(s) are responsible for charging in a manner fully compliant with FAR 31.2 and may reach a negotiated rate with the Seattle Department of Transportation.

Consultants may submit ICR and overhead rate adjustments on an annual basis, beginning twelve months from the Execution Date of the Agreement, in compliance with FAR 31.2.

### **7.27 Insurance Requirements.**

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

### **7.28 Proprietary Materials.**

*The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.*

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

#### ***Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)***

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court

injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

### ***Requesting Disclosure of Public Records***

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit [https://city-seattle.mycusthelp.com/webapp/rs/\(S\(5xjkgw2rwlms0m4iivfghmjt\)\)/supporthome.aspx?sSessionID=1567425015EUXGYMTZYJIQYHRDVL0DHGHJDNSYG](https://city-seattle.mycusthelp.com/webapp/rs/(S(5xjkgw2rwlms0m4iivfghmjt))/supporthome.aspx?sSessionID=1567425015EUXGYMTZYJIQYHRDVL0DHGHJDNSYG).

### **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/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](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.

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

Such requests include, but are not limited to:

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

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

## 8. Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.**

### 1. **Mandatory - Consultant Questionnaire:**

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

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

### 2. **Letter of interest - Page limit 1 (single-sided)**

### 3. **Proof of Legal Business Name - Page limit 1 (single-sided)**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

**4. Mandatory – Minimum Qualifications - Page limit 2 (single-sided)**

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

**5. Mandatory – Disadvantaged Business Enterprise (DBE) Requirements:**

The FHWA requires implementation of 49 CFR Part 26, which requires the City to require contractor responsiveness in engaging DBEs on federally funded projects and to ensure non-discrimination by contractors. A DBE goal is being reviewed for the contract phases in the RFQ and will be added via addenda

To be considered responsive under this solicitation, Consultant are required to submit the following forms:

- DBE Plan
- Written Confirmation (from each SubConsultant), and
- Proposer’s List

Additional information on these requirements are outlined in the attached Notice to Proposers document.

**6. Mandatory - Proposal Response - Page limit 15 (single-sided)**

This document details the submittal requirements for your proposal response.

**A. Project Planning/Alternatives Analysis Approach**

- a. Describe the Project Manager and Planning Lead approach to an alternatives analysis phase for this work. Describe the team’s experience with alternatives analysis phase work for significant bridge structures, particularly high-profile bridge projects.
- b. Include relevant examples of how alternatives were identified and evaluated, how a recommended alternative was selected, what criteria was used for the selection.
- c. Provide previous project experience that resulted in ensuring project planning goals and objectives were met for a bridge project of similar size.
- d. Include relevant alternate delivery method experience as it relates to planning/alternatives analysis, including projects with accelerated schedules.

**B. Project Management Approach**

- 1) Describe the Project Manager’s approach and experience with managing risk and controlling change on complex, high profile bridge projects.
  - a. Include relevant examples of how this was implemented on previous projects and resulted in ensuring project schedule and/or budget goals were met.
  - b. Include relevant alternate delivery method experience, including projects with accelerated schedules.
  - c. Include approach to managing and addressing risk in urban bridge projects.
- 2) Describe Project Manager’s experience managing projects with permitting and regulatory agencies, including the Army Corps of Engineers and the Coast Guard, and other stakeholder groups including local Tribes, the Port of Seattle, the freight community, and Federal grant funds.
- 3) Describe the Project Manager’s experience managing projects that are high profile and urgent for the community and stakeholders.

**C. Proposed Team Skills and Cohesiveness**

- 1) Provide the proposed team organization including all subconsultants.
  - a. Provide an organizational chart for your proposed project team, including where possible the person’s names, firm, and role.

- b. Succinctly describe the role for team members with 20% or higher level-of-involvement and their relevant credentials, number of years of professional experience and number of years with their current firm.
- c. Identify how the proposed staff and team members have successfully worked together on previous projects. What challenges were encountered and how were they overcome?
- 2) Identify the technical leads on key aspects of the work and the specific role of each team member.
- 3) Describe the availability of the Project Manager, Lead Designer, and Technical Leads.

**D. Previous Project Experience**

- 1) Describe project team members' experience in successfully delivering projects of similar scale and work elements as required for this project for SDOT or other local agencies.
  - a. Provide two to five example projects performed within the last ten years
  - b. Example projects should be similar in scope, magnitude and complexity to the work proposed for this project. Each project does not have to contain all project elements, but higher points may be awarded for projects that are more similar to the described work elements.
  - c. The example project descriptions should specify the services provided, and project construction cost.
  - d. Provide a matrix that demonstrates correlation between individuals on the proposed Consultant team and the project examples.
- 2) For the examples provided, describe the key elements that led to the completion of successful projects.

**Note: Do not include projects completed by members of a firm that are not assigned to the proposed team.**

**E. Project Understanding and Approach**

- 1) Identify and demonstrate your understanding of design standards and guidelines applicable to this project.
- 2) Identify the three most critical challenges that will need to be resolved to deliver a successful project and your proposed approach to resolving each challenge.
- 3) Describe the team's approach for coordinating design elements between multiple disciplines and ensuring that a seamless deliverable is provided.
- 4) Describe the team's approach for coordinating design elements between multiple permitting agencies/stakeholders such as US Army Corps of Engineers, US Coast Guard, Washington Department of Fish and Wildlife, Railroads, Sound Transit, etc.
- 5) Describe the team's experience and strategies with preparing Engineer's Estimates for similar projects, and how they compared to the bid results.
- 6) Describe your view of the three most challenging elements to be overcome in delivering this type of bridge project.

**F. Alternate Delivery Method/Construction Phase Experience and Approach**

- 1) Describe the project teams' experience in delivering a design and construction project through alternate delivery methods (design-build, progressive design-build, GC/CM).
- 2) Describe the project teams' experience in supporting a project during its construction phase.
- 3) Provide two relevant examples where the team delivered a project where the contractor encountered unforeseen conditions in construction and design revisions were needed. Describe how the team successfully developed a solution, what lessons were learned, and how these lessons were incorporated into your design and/or construction approach.

**7. RESERVED.**

**8. Mandatory – Certification Regarding Lobbying:**

49 Code of Federal Regulations (CFR) Part 20.110 requires a signed certificate to be included with your submittal. To be considered responsive, submittals must contain a signed copy of the attached Federal Lobbying Certification.

**9. Mandatory – Debarment Certification**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that the Consultant, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined in 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. To be considered responsive, submittals must contain a completed and signed copy of the attached Federal Debarment Certification.

**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. Letter of Interest
- 3. Proof of Legal Business Name
- 4. Mandatory – Minimum Qualifications
- 5. Mandatory – Disadvantaged Business Enterprise (DBE) Requirements – DBE Plan, Written Confirmation (from each SubConsultant), and Proposer’s List
- 6. Mandatory – Proposal Response
- 7. RESERVED
- 8. Mandatory – Certification Regarding Lobbying
- 9. Mandatory – Debarment Certification

## 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.

### 9.2 Proposal Evaluation

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

**Evaluation Criteria:**

A. Project Planning/Alternatives Analysis Approach	15 Points
B. Project Management Approach	15 Points
C. Proposed Team Skills and Cohesiveness	25 Points
D. Previous Project Experience	15 Points

E. Project Understanding and Approach	10 Points
F. Alternative Delivery Method/Construction Phase Experience and Approach	20 Points
Total Points	100 Points

### 9.3. Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the results of the interviews. 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.

### 4. References

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

### 9.5 Selection

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

### 9.6 Contract Negotiations

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), DBE and EEO, Confidentiality, Debarment, or mutual indemnification.

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

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

### 9.8 Repeat of Evaluation:

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

## 10. Award and Contract Execution.

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

### 10.1 Protests.

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

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



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

### **10.3 Limited Debriefs.**

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

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

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

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

### **10.5 Checklist of Requirements Prior to Award.**

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)

### **10.6 Taxpayer Identification Number and W-9.**

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

### **10.7 Insurance Requirements**

Proof of insurance is required:

Insurance Transmittal to be added via addenda.

### **10.8 Standard Consultant Contract Template**



FHWA A&E  
Contract Template.p

### **10.9 Federal Information and Forms**

1. Notice to Proposers



Notice to Proposers -  
DBE.docx

2. DBE Plan



RFQ\_DBE Plan.docx

3. DBE Written Confirmation



RFQ\_DBE Written  
Confirmation.docx

4. Proposer's List



RFQ\_Proposers\_List.d  
ocx

5. Federal Lobbying Certification



Solicitation - Federal  
Lobbying Certification.

6. Federal Debarment Certification



Solicitation - Federal  
Debarment Certificatic