



City of Seattle

Department of Finance and Administrative Services
Capital Development & Construction Management Division

REQUEST FOR STATEMENTS OF QUALIFICATIONS On-Call Civil Engineering Consultant Services RFQ# CDCM 2013-05

Submittals due 2:00 pm PST, 10/ 2/13

| Schedule of Events | Date |
|--|---|
| RFQ Release | September 11, 2013 |
| Deadline for Questions | September 19, 2013 |
| Sealed Submittals Due to the City | October 2, 2013 by 2:00 p.m. PST |
| Submittals screened & notification of interview selections | October 11, 2013 |
| Interviews (optional) | October 21 – October 25, 2013 |
| Announcement of Selected Consultant(s) | November 4, 2013 |

The City reserves the right to modify this schedule at the City's discretion. Notification of changes will be posted on the City procurement website or as otherwise stated herein.

Contact:

RFQ Program Manager: Leslie Helm, 206-684-0243 leslie.helm@seattle.gov

Delivery Address:

| Courier and Hand Delivery – Physical Address | US Post Office – Mailing Address |
|---|---|
| ATTN: Leslie Helm Seattle Municipal Tower Dept. of Finance and Administrative Services Capital Development & Construction Mgt. Division 700 Fifth Ave., Suite 5200 (floor 52) Seattle, WA 98104 | ATTN: Leslie Helm Seattle Municipal Tower Dept. of Finance and Administrative Services Capital Development & Construction Mgt. Division P.O. Box 94689 Seattle, WA 98124-4689 |

Unless authorized by the RFQ Program Manager, no other City official or employee may speak for the City with respect to this solicitation. Any Consultant seeking information, clarification, or interpretations from any other City official or City employee is advised that any such information is used at the Consultant's own risk. The City will not be bound by any such information, clarification, or interpretation. Following the submittal deadline, Consultants shall continue to direct communications only to the City's RFQ Program Manager, who will send out information to responding firms as decisions are concluded.

1. Purpose and Background

The City of Seattle Department of Finance and Administrative Services (FAS), Capital Development & Construction Management office (CDCM) seeks consultant **civil engineers** to provide professional services on an on-call, as-needed basis over the course of the next five years 2014 through 2018. The

City anticipates executing up to three contracts as a result of this process. The maximum amount for *each* contract for the five-year contract period shall not exceed \$500,000. There is no guarantee the full value of the contract(s) will be expended over the five year period.

The Capital Development & Construction Management office of FAS is responsible for conducting public works projects and associated planning and studies in the general government facilities of the City of Seattle. These facilities include City Hall, the Seattle Justice Center, the Seattle Municipal Tower, police precincts, fire stations, shop and yard facilities, and other miscellaneous properties.

CDCM uses on-call contracts for a variety of consultant services for small and mid-sized projects, building and project evaluation, option analyses, and master planning. Individual projects and scopes of work will be developed and authorized by FAS on an as-needed basis, according to available City resources, potentially up to, but not exceeding, the total dollar amount of the particular on-call contract. *Specific projects, their exact scope of work and the fee for the work will be determined by mutual agreement between the consultant and the negotiating City project manager assigned to the work, and that work will be issued by Letter of Authorization issued by CDCM.*

2. Scope of Services

Sample scopes of work may include engineering studies related to site analysis and design alternatives, condition assessment, feasibility cost estimating, recommendations, peer review, permitting, design, specifications and estimates, reports, inspection, monitoring, expert witness services, investigation and review of facility project as-built drawings, City archived and recorded utility documents, and other professional services related to the civil engineering discipline. Sample project subject matter may include erosion control, drainage, utilities, grading and paving plans, parking plans, site access & circulation improvements, storm water management, storm & sanitary sewer modifications, and pavement & soil removal / replacement associated with hazardous materials removal. Consultant responsibilities on miscellaneous small projects may include serving as prime consultant on a project and managing construction administration. It will be necessary for the successful engineering firm(s) to be licensed to stamp plans. Firms having project experience with the National Pollutant Discharge Elimination System (NPDES) and Storm water Pollution Prevention Plans (SWPPP) are encouraged to reference the specifics of this work in their proposal.

3. Consultant Qualifications

Consultants must demonstrate in the submittal documents their qualifications in the following areas:

1. Professional consulting engineering and/or design experience with the types of facilities overseen by the FAS Capital Development & Construction Management division, including office buildings, police facilities, fire stations, shop facilities and associated yards, or similar facilities.
2. Experience as lead with permitting agencies and Authorities Having Jurisdiction. Experience working in the public sector is *not* required.
3. Availability of local, qualified personnel and resources from a local area office to allow for easy and frequent site and client visits is a requirement of these contracts. The office of any firms selected for these on call contracts should be located such that travel time to project sites in downtown Seattle shall not exceed 60 minutes. Consultants will not receive reimbursement from the City for any mileage or travel-related expense (e.g., air or lodging), except for reasonable parking expenses. Reasonable work-related expenses may be reimbursed, and such expenses will be defined at the time of contract negotiation.
4. Consultants must identify specific tools and processes used to develop accurate, detailed schedules and cost estimates on projects, as well as tools for budget management. In particular,

consultants should identify the performance and accuracy of each process on three (3) recent project projects and/or projects performed in a rapidly changing construction climate. If the tools or processes did not initially yield acceptable results to the Owner, describe the specific steps taken to obtain results that were acceptable.

5. Ability to communicate and interact effectively with project manager, department heads and personnel, general contractors, subcontractors, building engineers and regulatory / permitting agencies. Experience must demonstrate knowledge, experience and ability to interview clients and accurately gather and assemble all necessary information and data needed.
6. Ability to produce final detailed construction drawings, stamped by a licensed engineer, indicating all work to be performed by the General Contractor or by crews designated by the City. Any drawings are to be produced in electronic format fitting City of Seattle standards.
7. The team must have embedded in their firms a philosophy, design approach, and demonstrated practice of sustainable design, seeking to enhance both the environmental quality and long-term operational efficiency of their designs.
8. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
9. Consultants must be licensed to do business in the State of Washington and the City of Seattle.
10. Ability to act as prime consultant on a project and manage the construction administration.

4. Contract Form

The City has included its boilerplate contract terms with this solicitation to allow potential consultants the opportunity to get familiar with the City's *non-negotiable* terms prior to investing time into submitting for this work. The City will not modify provisions mandated by Federal, State or City law. This specifically includes, but is not necessarily limited to: Equal Benefits, Audit (Review of Vendor Records), Affirmative Action, Confidentiality, and Debarment. Any exceptions to those items will be summarily disregarded. In addition, City administration cannot agree to any form of mutual indemnification.

Materials Available with this Solicitation

1. City of Seattle Consultant Contract Boilerplate
2. Consultant Questionnaire including Equal Benefits Compliance Declaration
3. Consultant Inclusion Plan

The City will post these materials as separate documents in this solicitation along with this RFQ on the City's procurement website www.ebidexchange.com/seattle.

5. Instructions and Requirements

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

Registration into City Registration System: If you have not previously completed a one-time registration into the City of Seattle Registration system, register at: <http://www2.seattle.gov/ConsultantRegistration/>. The City expects all firms to register and all subconsultants on a design team to register. Women- and minority- owned firms are asked to self-identify. If you need assistance, please call Steven Larson in City Purchasing and Contracting Services (CPCS) at 206-684-4529.

Communications with the City: All communications concerning this RFQ should be submitted in writing to the RFQ Program Manager listed on page 1 prior to the deadline for questions indicated on page 1. It is the responsibility of the interested Consultant to receive responses to questions and to learn of any addenda, responses, or notices issued by the City. The City will issue any such notices via the solicitation posting on www.ebidexchange.com/seattle. Note: Some third-party services decide to independently post City of Seattle solicitations on their own websites. The City does NOT guarantee that such services have accurately provided submitters with all the information published by the City and encourages those interested in this solicitation to use the City's procurement site listed in this paragraph.

Licensing and Business Tax Requirement: Any resultant contract may require the additional licensing listed below. The Consultant needs to meet all licensing requirements that apply to their business 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 they are required by the laws of those jurisdictions. The Consultant should carefully consider those costs prior to submitting, as the City will not separately pay or reimburse those costs to the Consultant.

Seattle Business Licensing and associated taxes:

1. 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.
2. A "physical nexus" means that you have physical presence, such as: a building/facility located 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).
3. 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".
4. 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.
5. 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 result in rejection of the submittal.
6. Self-Filing. You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484, or call RCP staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.

State Business Licensing and associated taxes: Before the contract is signed, you must have a State of Washington business license (a State “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a 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 as a result of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html> and the State of Washington Department of Revenue is available at 1-800-647-7706.

Federal Excise Tax: The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

Consultant Responsibility to Provide Full Response: It is the Consultant’s responsibility to provide a full and complete written response in its submittal, which does not require interpretation or clarification by the Project Manager. The Consultant is to provide all requested materials, forms and information. The Consultant is responsible to ensure the materials submitted properly and accurately reflect the RFQ specifications and 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 Consultant after the RFQ deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Consultant, but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

No Guaranteed Utilization: The City does not guarantee use of any contract(s) resulting from this solicitation. The solicitation may provide estimates of utilization; such information is for the convenience of the Consultant and does not serve as a guarantee of usage. The City reserves the right to multiple or partial awards, to terminate contracts, and/or to order projects based on City needs. The City reserves the right to use other appropriate contract sources to obtain these services, such as State of Washington contracts. The City may periodically re-solicit for new additions to the Consultant pool, to invite additional Consultants to submit for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

Cost of Preparing Submittal: The City will not be liable for any costs incurred by the Consultant in the preparation and presentation of submittals delivered in response to this RFQ including, but not limited to, costs incurred in connection with the Consultant’s participation in any pre-submittal conference.

Changes or Corrections in Submittal: Prior to the RFQ closing date and time, a Consultant may make changes to its submittal, if the change is initialed and dated by the Consultant. No change shall be allowed after the closing date and time. Note that you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the City’s published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

Errors in Submittal: Consultants are responsible for errors and omissions in their submittals. No such error or omission shall diminish the Consultant’s obligations to the City.

Withdrawal of Submittal: A submittal may be withdrawn by written request of the submitter, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

Rejection of Submittal and Rights of Award: The City reserves the right to reject any or all submittals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submittals.

Independent Contractor: The Consultant works as an independent contractor. Although the City provides responsible contract and project management, this is distinguished from a traditional employer-employee function. This contract prohibits Consultant workers from supervising City employees, and prohibits Consultant workers from 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 made available for more than 36 months without specific authorization from the City Project Manager. The City will not provide space in City offices for performance of this work. Consultants are required to perform work from their own office space or in the field, as appropriate to the work.

Equal Benefits: Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether submitters 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 submittal package includes an "Equal Benefits Compliance Declaration" in the Consultant Questionnaire, which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Declaration. Instructions are provided on the Declaration.

Women and Minority Subcontracting: It is the policy of the City, as directed through Mayoral Executive Order and City ordinance, to provide maximum opportunity for the successful participation of minority- and women-owned firms. The City requires all submitters agree to SMC Chapter 20.42 and requires submitters to seek meaningful subcontracting opportunities and to supply a plan for including minority- and women-owned firms. As such, the solicitation requires you to submit an **Inclusion Plan**, which will become a material part of the contract should your firm be chosen. 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 when applicable. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use whatever selection methods and strategies the Consultant finds effective for successful WMBE participation. At the request of the City, Consultants must furnish evidence of the Consultant's compliance, including documentation such as copies of agreements with WMBE subcontractor 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.

Insurance Requirements: Formal proof of insurance is required to be submitted to the City before execution of the Contract, and the City will remind the apparent successful Consultant in the Intent to Award letter. The apparent successful Consultant must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City. Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event the Consultant is selected as a finalist. Consultants may elect to provide the requested insurance documents within their submittal.

Any Consultant(s) selected from this solicitation will be required to provide the following evidence of insurance for the entire term of the contract:

- \$1,000,000 Professional Liability
- \$1,000,000 Commercial General Liability

\$1,000,000 Auto Liability
Must provide Workers Compensation

Ethics Code. Please familiarize yourself with the City Ethics code at http://www.seattle.gov/ethics/etpub/et_home.htm. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).

No Gifts and Gratuities. Consultants shall not directly or indirectly offer anything of value (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 is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from Consultants. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees. If a Consultant has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer’s name. The Consultant Questionnaire within your submittal documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Consultant is to be aware and familiar with the Ethics Code, and educate Consultant workers accordingly.

Contract Workers with more than 1,000 Hours. The Ethics Code has been amended to apply to Consultant company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such Consultant company employee covered by the Ethics Code must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code, and educate Consultant workers 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.

6. SUBMITTAL FORMAT

All submittals must be received into the City no later than the date and time given on page 1 except as revised by Addenda. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response submitted or delivered after the time fixed for receipt will not be accepted unless waived as immaterial by the City given the specific fact-based circumstances. Responses arriving after the deadline will be returned to the Consultant.

A. Mandatory – Submittal Response:

The Statement of Qualifications shall be 8-1/2” x11” in format, double sided, and no more than thirty (30) pages (60 surfaces excluding covers or tabs) and should include:

- **Letter of Interest**

- The designation of the prime consultant and members of your team. A description of the specific qualifications of the team and individuals as they relate to the proposed project; include an organization chart for the project including all subconsultants.
- Completed **Consultant Questionnaire** including Equal Benefits Compliance Declaration and Consultant Inclusion Plan. Be sure to submit this, *even if you have sent one in to the City on previous solicitations or contracts*. This will become a material part of this contract for any Consultant selected. NOTE: The Consultant Questionnaire will NOT count toward the overall page count of your submittal.
- **Executive Summary of Consultant Qualifications:** Provide a single page (two surfaces) stating how you meet each Consultant Qualification listed in Section 3. The determination that you have met each qualification is made from this page. The City's Project Manager is not obligated to check references or search other materials to make this decision.
- Specific information demonstrating fulfillment of the selection criteria noted under Section 3 – Consultant Qualifications.
- A demonstration of quality and relevance of work with specific reference to design, sustainability, facility maintenance and operations.

B. The City requires four (4) submittals in hard-copy delivered to the City. Fax, e-mail and CD copies will not be accepted as an alternative to the hard copy requirement. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed to the Program Manager, submittal title and number as noted on page 1. If not clearly marked, the Consultant bears all risk and responsibility of its submittal packet being misplaced and not properly delivered.

C. Submit as outlined above with all completed attachments. Failure to clearly and completely provide all information on forms provided and in order requested, may result in rejection as non-responsive.

Right to Reject Submittals

The City reserves the right to reject any and all submittals at any time with no penalty or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the RFQ Program Manager.

Negotiation

The City has significant and critical timeframes impacted by this work. The City shall initiate contract negotiations with the apparent successful consultant(s) and retains the option to terminate negotiations and continue to the next apparent successful consultant if contract negotiations are not progressing in a productive manner, at the sole determination of the City. As previously stated, for your information prior to submitting for this work, the City's standard contract terms and Conditions of Agreement are available in this solicitation on the eBid web site at <https://www.ebidexchange.com/seattle>.

7. SELECTION PROCESS

1. **Initial Screening:** The RFQ Program Manager shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Equal Benefits, a responsive Inclusion Plan, satisfactory past performance if applicable, satisfactory financial responsibility and other elements of responsiveness and responsibility will be screened in this Step.
2. **Submittal Evaluation:** The City will evaluate submittals using the criteria specified below. Responses will be evaluated and ranked or scored.

Evaluation Criteria:

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|--|-----|
| Consultant Qualifications | 70% |
| Demonstration of quality and relevant work | 20% |
| Inclusion Plan | 10% |

- 3. **Interviews:** The City may interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and submittals. Consultants invited to interview are to bring the assigned Project Manager that has been named by the Consultant in the submittal, and may bring other key personnel named in the submittal. The Consultant shall not, in any event, bring an individual who does not work for the Consultant or for the Consultant as a subcontractor on this project, without specific advance authorization by the RFQ Program Manager.
- 4. **Professional References:** The City may contact one or more professional references that have been provided by the Consultant, or other sources that may not have been named by the Consultant but can assist the City in determining performance.
- 5. **Selection:** The City shall select the highest ranked Consultant(s) for award.
- 6. **A/E Contract Negotiations:** The highest ranked Consultant will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City based on the State fee schedule for architects and engineers. 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 posted with this solicitation

Equivalent Scores: In the event the top two Consultants receive the same total score, the contract will be awarded to that Consultant who, in the opinion of the City, best meets the City needs.

8. AWARD AND CONTRACT EXECUTION

The RFQ Program Manager intends to provide written notice of the intention to award in a timely manner and to all Consultants responding to the Solicitation.

Instructions to the Apparently Successful Consultant(s):

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the RFQ Program Manager after award decisions are made by the City. The Letter will include any instructions for final submittals that are 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. This includes obtaining a Seattle Business License (if necessary), payment of associated taxes due, and providing the indicated evidence of insurance.

Daily Journal of Commerce advertisement dates:

- September 11
- September 12