



REQUEST FOR QUALIFICATIONS Consultant Contracting

13-14 Industrial Areas Freight Access Project

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date	Location
RFQ Release	2013	
Optional Pre-Submittal Conference		
Deadline for Questions	2013	
Sealed Proposals Due to the City	2013	See Table 2
Anticipated Notice to Proceed	2013	

*The City reserves the right to modify this schedule at the City's discretion.
Notification of changes will be posted on the eBid eXchange.*

Procurement Contact

Consultant Contract Unit (CCU) Specialist: Nina Rohlich, (206) 684-5009, nina.rohlich@seattle.gov.
All questions must be submitted via eBid. Response to questions will be posted eBid.

Table 2: Delivery Address

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
Nina Rohlich, Consultant Contracts Supervisor Project Controls, Consultant Contracts Unit Seattle Department of Transportation 700 Fifth Avenue, Suite 3900 Seattle, Washington, 98104	Nina Rohlich, Consultant Contracts Supervisor Project Controls, Consultant Contracts Unit Seattle Department of Transportation P.O. Box 34996 Seattle, Washington, 98124-4996

It is important to use the correct address for the delivery method you chose.

Unless authorized by the CCU Specialist, no other City official or employee may speak for the City regarding this solicitation until the award decisions are complete. Any Submitter seeking information, clarification, or interpretations from any other City official or City employee uses such information at the Submitter's own risk.

The City is not bound by such information. Following the submittal deadline, Submitters shall continue to direct communications to only the CCU Specialist.

Table of Contents

1.	Purpose and Background.....	3
2.	Period of Performance.	3
3.	Solicitation Objectives.	3
4.	Minimum Qualifications.	4
5.	Scope of Work.	4
6.	Contract Terms and Conditions.	4
7.	Instructions, Procedures and Requirements.	4
8.	Response Format.	10
9.	Selection Process.	11
10.	Award and Contract Execution.	12
11.	Attachments	12

1. Purpose and Background.

The City of Seattle Department of Transportation (SDOT) is seeking statements of qualifications from consultants or teams describing their respective backgrounds, relevant experience, skills and general approach to assisting SDOT in completing the *Industrial Areas Freight Access Project* outlined below.

SDOT is the lead agency for this Project with participation by the Port of Seattle (POS) through a Federal Highway Administration (FHWA) Surface Transportation Program (STP) grant provided by the Puget Sound Regional Council. The City of Seattle is also providing funding. SDOT and POS are looking for a consultant team that can demonstrate a creative, cost-effective approach to meeting the purpose and need, goals and objectives of the study within the available budget and with sufficient rigor to provide a solid basis for decision-making as well as future analysis and planning efforts. The proposed project budget is \$250,000 and the project timeline is between 10 and 12 months.

The purpose of the project is to develop and carry out a focused and pragmatic technical approach to identifying and evaluating current and future freight bottlenecks and problem locations, leading to a set of cost-effective operational and/or capital improvements. These improvements are aimed at maintaining and improving freight mobility access and circulation within and between the Greater Duwamish and Ballard Interbay Northend Manufacturing and Industrial Centers (MICs), including the key connections from the MICs to the regional transportation system. The project will also identify improvements from the Port of Seattle's facilities to city rail yards. The project will promote regional and international economic competitiveness.

This project will also serve as a building block for a future Seattle Freight Master Plan (FMP) by identifying key policy, program and technical issues to be more comprehensively examined in the FMP which is anticipated to begin later in 2013. The FMP will provide a comprehensive vision for freight transportation and a strategy for implementing a prioritized package of project and program improvements within the entire City of Seattle.

The Project will be carried out generally concurrent with an update to the Port of Seattle's Container Terminal Access Study evaluating current and future truck volumes and related impacts and mitigation options. To the extent appropriate, the Project will also incorporate implementation needs related to the Port's Century Agenda.

Period of Performance.

The contract budget is expected to be \$250,000 with duration of up to one (1) year. This contract will be funded by Federal Highway Administration (FHWA) funds. Federal terms and requirements will apply.

2. Solicitation Objectives.

Through this consultant solicitation the City expects to select a skilled and experienced Consultant or team capable of successfully completing the scope of work of the Industrial Areas Freight Access Project within the available budget and schedule. The overall goal of the Project is to identify transportation improvement projects within the project area that will:

- Maintain and improve freight-truck mobility and access to accommodate expected general traffic, freight and cargo growth.
- Ensure connectivity for major freight intermodal and trans-load facilities

- Increase safety for all travel modes
- Reduce environmental impacts, including greenhouse gas emissions

3. Minimum Qualifications.

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

- Consultant must have a minimum of five years of continuous service/business experience in the transportation planning and engineering sectors with a specialization in freight (primarily truck) transportation.
- Consultant must have successfully performed at least one contract (project) of comparable type and size with a public agency of similar size to SDOT.

4. Scope of Work.

The project Scope of Work is available as an Attachment to this document.

5. Contract Terms and Conditions.

The SDOT consultant contract is provided (see Attachments Section).

Consultants submit proposals understanding all Contract terms and conditions are mandatory and no negotiations of those terms will be invited. Submittal of a proposal is agreement to the entire Contract without exception, unless the City brings forward contract modifications for negotiation. The City is the only party that has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract as provided in this RFQ, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

6. Instructions, Procedures and Requirements.

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

6.1 Registration into City Registration System.

If you have not previously done so, register at: <http://www2.seattle.gov/ConsultantRegistration/>. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

6.2 Pre-Submittal Conference.

The City shall conduct an optional pre-proposal conference at the time, date and location in Table 1 on page 1. Submitters are highly encouraged to attend but not required to attend to be eligible to propose. The meeting goal is to answer questions about the solicitation and clarify issues. This also allows Submitters 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.

6.3 Questions.

Submitters may submit written questions to the Consultant Contract Specialist via eBid until the deadline stated on page 1. The Seattle Department of Transportation requires questions to be submitted through eBid so that all applicants may see the questions and SDOT's responses. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

6.4 Changes to the RFQ/Addenda.

A change may be made by the City in consultation with the Port if the change will not compromise the City's objectives in this acquisition. A change to this RFQ will be made by formal written addendum issued by the Consultant Contracts Specialist via eBid and shall become part of this RFQ and may be included as part of the Contract.

6.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addendums, 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 to all Addendums, with or without specific confirmation from the Consultant that the Addendum was received and incorporated, at the sole discretion of the Consultant Contracts Specialist. The Consultant Contracts Specialist may reject the submittal if it does not fully incorporate an Addendum.

6.6 Proposal Submittal.

- a. Proposals must be received into the City no later than the date and time listed in Table 1 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 submittal instructions section. 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 will not be accepted unless waived as immaterial by the City given specific fact-based circumstances.

Hard Copy Submittal.

Submit one (1) original unbound copy, and one (1) electronic CD copy of the response. Fax, e-mail and CD copies **are not** an alternative to the hard copy. If a CD, fax or e-mail version is delivered, the hard copy will be the official version. Delivery is to the location specified on Page 1, Table 2.

- a. Hard-copy responses should be in a sealed box or envelope marked and addressed with the City contact person name, the solicitation title and number. If submittals are not marked, the Submitter has risks of the response being misplaced and not properly delivered.
- b. The Submittal may be hand-delivered or otherwise be received by the Consultant Contracts Specialist at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.

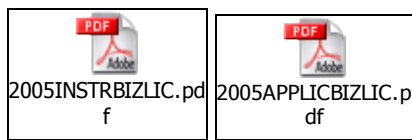
- c. Please use no plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, please use recyclable cardboard binders.

6.7 License and Business Tax Requirements.

The Consultant must 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 their offer, as the City will not separately pay or reimburse those costs to the Consultant.

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 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. Self-Filing: You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
- g. 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 RCA staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
- h. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- i. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
- j. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office (see contacts above in #7) to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below.
- k. 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.



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 number). 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://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).

6.8 Submitter Responsibility to Provide Full Response.

It is the Submitter's responsibility to provide a full and complete response that does not require interpretation or clarification by the City. The Submitter is to provide all requested materials, forms and information. The Submitter is to ensure the materials submitted properly and accurately reflects the Submitter'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 Submitter after the RFQ deadline; this does not limit the City right to consider additional information (such as references that are not provided by the Submitter but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

6.9 No Guaranteed Utilization.

The City does not guarantee utilization of this contract. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to 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.

6.10 Expansion Clause.

Note that the contract strictly limits the expansion of scope and addition of new work not expressly provided for within the RFQ Scope of Work. The Submitters are to bring forward any questions about the scope that should be named within the solicitation, during the Question and Answer period.

6.11 Right to Award to Next Ranked Consultant.

If a contract is executed because of this solicitation process and is terminated within 90-days, the City reserves the option to return to the solicitation process to award the contract to the next highest ranked responsive Consultant by mutual agreement with such Consultant. Any new award may also be allowed this right.

6.12 Background Checks.

The City may require background/criminal checks during the course of the contract for essential City. The City does not intend to request such background checks unless essential in the opinion of the City.

6.13 Negotiations.

The City may open discussions with the apparent successful Submitter, to negotiate costs and modifications to the proposal or the contract, to align the proposal or contract to meet City needs within the scope sought by the solicitation.

6.14 Effective Dates of Offer.

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

6.15 Cost of Preparing Proposals.

The City will not be liable for any costs incurred by the Submitter to prepare, submit and present proposals, interviews and/or demonstrations.

6.16 Readability.

Submitters are advised that the City's ability to evaluate proposals depends on the Submitter's submittal document, including organization, level of detail, comprehensive material and readability.

6.17 Changes or Corrections to Proposal Submittal.

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

6.18 Errors in Proposals.

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

6.19 Withdrawal of Submissions.

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.

6.20 Rejection of Submissions.

The City reserves the right to reject any or all submissions with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

6.21 Incorporation of RFQ and Proposal in Contract.

This RFQ and the Submitter's response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City's contract with the Submitter.

6.22 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.

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.

6.23 RESERVED.

6.24 RESERVED.

6.25 Insurance Requirements.

Any special insurance requirements are provided as an Attachment (see Attachments section). If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Submitter in the Intent to Award letter. The apparent successful Submitter must promptly provide proof of insurance to the Consultant Contracts Specialist.

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

6.26 Proprietary and Confidential Material.

Requesting Disclosure of Public Records.

The City asks interested parties to not request public disclosure of proposal records until a contract is executed. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or re-solicitation. With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

Marking and Disclosing Material.

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 **public records**. These records include but are not limited to proposal submittals, agreement documents, contract work product, or other material.

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

Submitters 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://www1.leg.wa.gov/LawsAndAgencyRules>).

If you believe any records you are submitting to the City as part of your submittal or contract work product, are exempt from disclosure you can request that the City not release the records until the City notifies you about the pending disclosure. To make that request, you must complete the appropriate portion of the Consultant Questionnaire (Non-Disclosure Request Section) and 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 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. Identify no 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 in the Consultant Questionnaire. Only the specific records or portions of records properly listed on the Consultant Questionnaire 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 listed on the Consultant Questionnaire, the City will notify you in writing of the request and postpone disclosure, providing sufficient time for you to pursue an injunction and ruling from a judge. While it is not a legal obligation, the City, as a courtesy, allows 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.

By submitting for this solicitation, the Consultant acknowledges the obligation to identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the Submitter if the records are disclosed.

6.27 Ethics Code.

Please familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm.

Attached is a pamphlet for Consultants, Customers and Clients. 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).



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ochure[1].pdf

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 is giving a City employee sporting event tickets to a City employee

on the evaluation team of a solicitation to which you submitted. 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. 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.

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.

7. Response Format.

Prepare submissions with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may cause rejection as non-responsive. Pages described below are considered 8.5” x 11” single sided. Cover pages or dividing pages are not allowed as part of your submittal.

- 1. Optional - Letter of interest (1 page).**
- 2. Legal Name (1 page):** Submit a certificate, copy of web-page, or other documentation from the Secretary of State (or Washington State Department of Revenue/Licensing if you are a sole proprietor) in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see (<http://www.secstate.wa.gov/corps/>).
- 3. Minimum Qualifications :** Provide a single page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The Project Manager is not obligated to check references or search other materials to make this decision.
- 4. Mandatory - Consultant Questionnaire:** Submit the following form with your proposal package. Submit this, even if you have sent one in to the City on previous solicitations or contracts.



Consultant
Questionnaire 7-2-12

- 5. Mandatory - Proposal Response:** This document details the forms, documents and format for your proposal response to the City.

- A. Project Approach (two (2) single-sided pages maximum): Outline what the consultant team understands as the key project issues, opportunities and challenges; what skills and expertise the team brings to the project; how the team would organize and implement the work to address these opportunities and challenges; and, how would overall budget be allocated to individual tasks. The consultant is encouraged to offer suggestions that improve upon the tasks identified in the RFQ.
- B. Consultant Team Organization and Roles (two (2) single-sided pages maximum): Identify project organizational structure, including Project Manager and major roles and background qualifications of each project team member. Include resumes for all major team members to be focused directly upon the role of the person in this project (two (2) pages maximum per individual).
- C. Project Experience and Expertise (six (6) single-sided pages maximum): Submit three (3) specific project samples that demonstrate the consultant teams and Project Manager's experience and accomplishments. Highlight consultant experience related to Project Tasks, particularly freight planning, alternatives evaluation, truck operational issues, geometric street design, travel demand forecasting and stakeholder outreach. Include three (3) references and contact information for projects similar in scope and budget to the one described in this RFQ.
- D. Project Schedule (two (2) single-sided pages or one (11x17) page maximum): Provide a brief schedule that identifies how your team will meet the major deliverables described in the scope.

8. Selection Process.

Initial Screening: Step 1: The Consultant Contracts Specialist shall review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Minimum Qualifications, satisfactory past performance if applicable, satisfactory financial responsibility and other elements are screened in Step 1.

8.1 Proposal Evaluation: Step 2: The City will evaluate submittals using the criteria specified below. Responses will be evaluated and ranked or scored.

8.2 Evaluation Criteria:

Experience and Expertise	Points
Overall project approach	40
Project experience and expertise	30
Consultant team organization and roles	20
Project schedule	10
TOTAL	100

8.3 Interviews: The City may interview top ranked firms that are most competitive to determine the most qualified Submitter. The interview should be considered a standalone step of the overall selection process. 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 not on the project team without advance authorization by the Consultant Contract Specialist.

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

8.5 Selection: The City shall select the highest ranked Submitter (s) for award including the interview and written proposal.

8.6 Contract Negotiations. The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Submitter. 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).

A&E Contract Negotiations. The highest ranked Submitter 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 does not intend to negotiate the base contract, which has been attached (See Attachments).

8.7 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.

9. Award and Contract Execution.

The Consultant Contracts Specialist will provide timely notice of intent to award to all Consultants responding to the Solicitation.

Protests to Consultant Contracts Specialist.

Interested parties that wish to protest any aspect of this RFQ selection process must provide written notice to the Consultant Contracts Specialist for this solicitation within the timeframe indicated in the Notice of Intent to Award letter. For further information on SDOT specific protest policies, please contact the CCU Specialist directly. Note that the City is to notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

Debriefs.

For a debrief of materials produced in the solicitation process, contact the Consultant Contracts Specialist within two weeks of receiving the Notice of Intent to Award letter. **Do not** contact the Project Manager or other staff regarding the selection process.

Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Consultant Contracts Specialist 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.

Checklist of Final Submittals 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.
- Certificate of Insurance (if required)
- Special Licenses (if any)

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.



IRS W9 (Jan
2012).pdf

10. Attachments

For convenience, the following documents have been embedded in Icon form within this document. To open, double click on Icon.

Attachment #1: Insurance Requirements

No proof of insurance is required.

Proof of insurance is required, see the embedded requirements below.

Attachment #2: Consultant Contract