

DAVID A. CONDON  
MAYOR



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400

# REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

**RFQ NUMBER: #4493-18**

**DESCRIPTION: GEOTECHNICAL ENGINEERING SERVICES FOR 2019-2020 PROJECTS**

**DUE DATE: MONDAY, OCTOBER 15, 2018**  
**No later than 1:00 p.m.**

City of Spokane - Purchasing  
4<sup>TH</sup> Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

A handwritten signature in cursive script that reads "Connie Wahl".

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Connie Wahl, C.P.M., CPPB  
Purchasing

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# 1. INTRODUCTION

## 1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in geotechnical engineering.

## 1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## 1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about December 1, 2018 and to end on December 31, 2020 with an optional 1 year renewal to December 31, 2021.

## 1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

**City** – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer or statement of qualifications submitted in response to this solicitation.

**Proposer** -- Individual or company submitting a Proposal in order to attain a contract with the City.

**Request for Qualifications (RFQ)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

## 1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

## 1.6 ADDENDA

It is the responsibility of Proposers to check the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/> for Addenda or other additional information that may be posted regarding this Request for Qualifications.

## 2. SCOPE OF SERVICES

The scope of services will include, but is not limited to, the following:

- Classification of soils by appropriate methods
- Determination of soil properties by appropriate means
- Determination of foundation and wall design parameters
- Pavement subgrade characterization and pavement design
- Evaluation of Water mounding in relationship to stormwater injections
- Conducting geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
- Identification of restrictive infiltration layers below the ground surface
- Slope stability and groundwater seepage analysis
- Geotechnical report preparations
- Phase 1 and Phase 2 environmental site assessments
- Conducting special inspections or other geotechnical related construction phase inspections

Estimated individual project fees are expected to range from approximately \$10,000 to \$50,000 and shall be negotiated for each project. Total expenditures over the two year life of the agreement shall not exceed a total of \$750,000. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above will be awarded to the Firm selected as a result of this RFQ.

## 3. GENERAL INFORMATION

### 3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6700
E-Mail Address	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

### 3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	Week of 9/24/2018
Last date for questions requiring an addendum	10/8/2018
Proposals due	10/15/2018
Evaluate Proposals	Week of 10/15/2018
Conduct oral interviews with finalists, if required	Week of 10/15/2018

Announce selection, negotiate contract	Week of 10/22/2018
City Council approval of contract	Weeks of 10/29/2018 and 11/5/2018
Contract signatures	Week of 11/12/2018

The City reserves the right to revise the above schedule.

### 3.3 SUBMISSION OF PROPOSALS

#### A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. For file size considerations, the digital copy can be broken into a maximum of four (4) digital files. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

“RFQ #4493-18 GEOTECHNICAL ENGINEERING SERVICES FOR 2019-2020 PROJECTS”

“DUE: MONDAY, OCTOBER 15, 2018 – 1:00 PM.”

YOUR COMPANY NAME

#### B. SUBMISSION OF PROPOSALS

Submit one (1) paper original, three (3) paper copies and one (1) reproducible digital copy (thumb drive or CD) of the Proposal to:

##### **DELIVERY BY MAIL:**

City of Spokane – Purchasing  
4th Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

##### **HAND DELIVERY:**

City of Spokane – “My Spokane” Service Desk  
1st Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

**NOTE: Proposals will not be accepted by fax or email**

#### C. DUE DATE

It is the responsibility of the Proposer to be sure the Proposals are sent sufficiently ahead of time to be received no later than 1:00 PM local time on MONDAY, OCTOBER 15, 2018.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, the Proposal must be submitted to the “My Spokane” desk on first floor of City Hall up until 12:30 p.m. on the due date. Between 12:30 p.m. and 1:00 p.m. on the due date, Proposals must be submitted to the Security Desk on the first floor of City Hall. City Hall is located at 808 W. Spokane Falls Blvd., Spokane, WA 99201.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

### **3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

### **3.5 REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be posted as an addendum to the RFQ on the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/>.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

### **3.6 ACCEPTANCE PERIOD**

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

### **3.7 RESPONSIVENESS**

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

### **3.8 COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

### **3.9 NO OBLIGATION TO CONTRACT**

This RFQ does not obligate the City to contract for services specified herein.

### **3.10 REJECTION OF PROPOSALS**

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

### **3.11 MOST FAVORABLE TERMS**

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

### **3.12 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

### **3.13 INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

## **4. PROPOSAL CONTENTS**

### **4.1 PREPARATION OF PROPOSAL**

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets

whenever practical. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

#### **4.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

#### **4.3 PROPOSAL (QUALIFICATION STATEMENT)**

Proposers shall limit their Proposal response to six (6) pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the following area:
  - Classification of soils by appropriate methods – visual, sieve analyses, Atterberg limits



- Determination of soil properties by appropriate means – field tests (ex. proctor test), laboratory tests (ex. shear tests, consolidation, permeability) or by correlation
  - Foundation and wall design parameters (bearing capacity, settlement, lateral earth pressure, etc.)
  - Pavement sub-grade characterization (resilient modulus) and pavement design
  - Water mounding and relationship to stormwater injections
  - Geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
  - Identification of restrictive infiltration layers below the ground surface
  - Slope stability and groundwater seepage
  - Phase 1 and phase 2 environmental site assessments or work with subconsultants having expertise in same
2. A staffing plan listing:
    - a) personnel who will be responsible for carrying out the work.
    - b) a description of qualifications, skills (e.g., brief résumés) and responsibilities for each project participant.
  3. References of at least three former clients (not including City staff) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and e-mail address and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
  4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the references.
  5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## **5. EVALUATION**

### **5.1 EVALUATION PROCEDURE**

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation. Commitments made at the oral presentation, if any, will be considered binding.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

## 5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	25%
Expertise and approach to various tasks described in Scope of Services	25%
Familiarity and adaptability to City survey codes and drafting standards	25%
Past performance/references relevant to areas itemized above on similar projects	25%

## 5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal. The City Council shall make the award of contract or purchase.

## 5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

# 6. CONTRACT TERMS

## 6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## 6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

### **6.3 DISPUTES**

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

### **6.4 NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

### **6.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

### **6.6 PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

### **6.7 LIABILITY**

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the

sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **6.8 INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.