



City of Seattle

REQUEST FOR PROPOSALS

Consultant Contract

Project Title: Seattle Minimum Wage Evaluation

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	July 23, 2014
Deadline for Questions to City Auditor	August 1, 2014
RFP Response Deadline	August 22, 2014
Interviews	September 8-12, 2014
Announcement of Successful Proposer(s)	September 22, 2014
Tentative Negotiation Schedule	September 22 – October 3, 2014
Contract Execution	October 3, 2014

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

Procurement Contact

Project Manager:
 Mary Denzel, Deputy City Auditor
 206-684-8158
 Mary.Denzel@seattle.gov

Table 2: Delivery Address

Use the correct address for the delivery method you chose.

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
Office of City Auditor 700 Fifth Avenue, Suite 2410 (24 th Floor) Seattle, Washington, 98104	Office of City Auditor Seattle Municipal Tower P.O. Box 94729 Seattle, Washington, 98124-4729

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

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1. Purpose and Background.

The Seattle City Council recently passed Ordinance 124490 that will gradually phase in a \$15 minimum wage in Seattle. City Council Resolution 31524, which accompanied the Ordinance, requests that the Office of City Auditor contract with academic researchers to conduct an evaluation of the economic impacts of the local minimum wage requirement in 2017 and 2019, after two and four years of implementation. This research will require the gathering of data before April 1, 2015 to serve as a baseline for future analysis.

2. Performance Schedule.

Work is anticipated to begin upon execution of the contract. A baseline data analysis report is due March 31, 2015. A report on impacts of the minimum wage requirements two years after implementation is due June 29, 2018. A final report on impacts after four years is due by June 30, 2020.

3. Solicitation Objectives.

The Office of City Auditor wants to hire a research team with expertise in the area of economic and other impacts of minimum wage laws (or a closely related area) to evaluate the impacts of the City's minimum wage law, which will take effect April 1, 2015. This research will:

- Determine the baseline data needed before April 1, 2015, and follow-up data to be collected and analyzed in subsequent years, to assess the impacts of the Minimum Wage Ordinance (Ordinance 124490) following two years (2017) and four years (2019) of implementation, (see <http://clerk.ci.seattle.wa.us/~public/CBOR1.htm>).
- Design and implement the research.

The City expects the hired researcher(s) to collect the baseline data needed to address each impact assessment area referenced in Resolution 31524 (see list below, and also <http://clerk.ci.seattle.wa.us/~public/RESN1.htm>). The researcher will issue a report summarizing the baseline data, and subsequently compare the baseline with data from years 2015-2017 and 2018-2019. The researcher is expected, among other things, to specify the location, cost, and accessibility of each data source. In addition, the City expects the researcher to create a work plan for executing the research, and prepare three reports about the research results: 1) a report on the baseline data; 2) a report on the impacts of the minimum wage ordinance from April 2015 through 2017; and 3) a report on the impacts of the Ordinance through 2019. The researcher will use the work plan to conduct the research once the plan is accepted by the City. The City expects to receive the last of the three reports from the researcher by June 30, 2020.

4. Minimum Qualifications.

Minimum qualifications are required to be met for a Consultant to be eligible to submit a RFP response. Your submittal response must show compliance with these minimum qualifications. Consultants that do not meet the minimum qualifications shall be rejected by the City without further consideration. The minimum qualifications are:

- Principal researcher(s) who hold(s) research and/or teaching position(s) at an accredited college or university or research institute
- Published research on the impact of minimum wage
- Demonstrated experience in conducting comparable evaluations/analyses with this broad a scope and impact

5. Scope of Work.

The proposed scope of work should include the following components:

Respondents should propose a plan to evaluate the impacts of Seattle's Minimum Wage Ordinance (Ordinance 124490). The metrics to be examined for impact assessment are:

1. Employment levels among different classes of workers;
2. Rates of business openings and closures;
3. Prices;
4. Business profits;
5. Compliance rates, with particular attention to the frequency of non-compliance through a review of formal complaints to the City and the results of those complaints, and an analysis of other relevant data sources that demonstrates the frequency of unreported non-compliance;
6. Whether worker benefits have been reduced or remained unaffected to offset the costs of providing the minimum wage;
7. Consumer spending;
8. Worker turnover and productivity;
9. Demand for federal, state and local public assistance;
10. Purchasing power of employees;
11. Gender and racial income disparities;
12. Economic security of immigrant and refugee workers.

Additional research relating to immigrant-owned businesses and small manufacturers may be needed, as these employer groups have argued that the increase in the minimum wage in Seattle will affect them differently from other businesses.

Initial questions that need to be answered in the proposal for each impact assessment area referenced in Resolution 31524 are:

- What baseline data would need to be collected before the Ordinance’s effective date of April 1, 2015?
- What data would need to be collected between implementation and two years and four years after implementation to determine impacts caused by or influenced by the requirements of Ordinance 124490?
- What are these data source(s)? Are they available publicly, or would they need to be developed by the researcher(s)?
- What are the ease and/or cost of accessing or researching each data source? Are any of the metrics cost prohibitive or impractical to research?
- Describe any limitations in the data sources you anticipate using that will impact the ability to answer the questions. If such limitations exist, what alternative approach would you plan on using to assess the impacts of Ordinance 124490?
- What challenges did you encounter in obtaining the data? How have you addressed those challenges?

The review should include analysis of the available empirical data sets, such as from the United States Bureau of Labor Statistics or the Washington State Department of Labor & Industries, and interviews with employers and employees, and other stakeholders as appropriate. The Seattle City Council will consider the funding of this evaluation as part of the City of Seattle’s 2015 budget process.

Deliverables for Phase 1: Planning for and Gathering Baseline Data

- I. Work Plan: The consultant shall develop and submit a proposed work plan no later than six (6) weeks after contract execution. While the exact nature of this plan will be agreed upon during contract negotiations, the consultant should anticipate the plan will include the following:
 - a. Detailed description of methodological approach and data collection and analysis methods to be used.
 - b. The specific research questions to be answered and how the consultant intends to approach answering them.
 - c. A timeframe for completing key deliverables, with the expectation that a written final work product detailing the consultant’s findings from baseline data gathering will be delivered no later than March 31, 2015.

- II. Regular progress reports submitted to the Office of City Auditor, timing and format to be negotiated with the winning proposer.

- III. A written report detailing the answers to the research questions provided in the work program regarding baseline data gathered, delivered no later than March 31, 2015. Minimally, it should include:
 - a. An Executive Summary that can be clearly understood by members of the public and other stakeholders.
 - b. A section describing the consultant’s scope and methodology.
 - c. A description of Ordinance 124490 and Resolution 31524.

- d. Answers to the research questions included in the Work Plan.

Deliverables for Phase 2: Impact assessment of minimum wage law following two years of implementation (April 1, 2015 – April 1, 2017)

- I. Periodic progress reports to the City, to be negotiated with winning proposer, on the progress of the research in accordance with the plan established in Phase 1.
- II. Final report on the impacts of the minimum wage law following the first two years of implementation for each impact assessment metric. This report is due June 29, 2018.

Deliverables for Phase 3: Impact assessment of minimum wage law following four years of implementation (April 1, 2015 – April 1, 2019)

- I. Periodic progress reports to the City, to be negotiated with winning proposer, on the progress of the research in accordance with the plan established in Phase 1.
- II. Final report on the impacts of the minimum wage law following the first four years of implementation for each impact assessment metric. The final report is due June 30, 2020

Estimated Project Schedule for Phase 1 (Gathering Baseline Data)

Contract Execution – October 3, 2014

Proposed Work Plan – November 15, 2014

Work Plan Initiation – November 22, 2014

Progress Reports – November 2014 through February 2015

Draft Work Product – February 2015

Final Work Product – March 31, 2015

6. Contract Modifications.

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

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves 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 attached Contract form, 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.

7. Procedures and Requirements.

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

7.1 Registration into City Registration System.

If you have not previously done so, register at:

<http://www.seattle.gov/contracting/registration.html>. The City expects all firms to register.

Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

7.2 Pre-Submittal Conference

OPTIONAL

The City offers an optional pre-submittal conference at the time, date and location on page 1.

Proposers are highly encouraged to attend but not required to attend to be eligible to propose.

The meeting answers questions about the solicitation and clarify issues. This also allows

Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

7.3 Questions.

Proposers may submit written questions to the Project Manager until the deadline stated on page 1. The City prefers questions be through e-mail to the City Project Manager. 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.

7.4 Changes to the RFP.

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

7.5 Receiving Addenda and/or Question and Answers.

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

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

7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City does not have 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 may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

Hard Copy Submittal.

Submit one original (1) unbound, six (6) bound copies, and one (1) electronic CD copy of the response. The City will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City. Delivery is to the location specified on Page 2, 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 Proposer has risks of the response being misplaced and not properly delivered.
- b. The Submittal may be hand-delivered or otherwise be received by the Program Administrator at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Please do not use 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, you use fully 100% recycled stock. Such binders are available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.

7.7 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means you have physical presence, such as: a building/facility 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 RFP, 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.
- 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#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

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

7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to respond that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’s offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; this does not limit the City right to consider additional information (such as references that are not

provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

7.9 No Guaranteed Utilization.

The City does not guarantee utilization of any contract(s) awarded through this RFP process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

7.10 Expansion Clause.

The contract limits expansion of scope and new work not expressly provided for within the RFP.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not vary the identity or purpose of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

7.11 Right to Award to next ranked Consultant.

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

7.12 Negotiations.

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

7.13 Effective Dates of Offer.

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

7.14 Cost of Preparing Proposals.

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

7.15 Readability.

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

7.16 Changes or Corrections to Proposal Submittal.

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

7.17 Errors in Proposals.

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

7.18 Withdrawal of Proposal.

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

7.19 Rejection of Proposals.

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

7.20 Incorporation of RFP/RFQ and Proposal in Contract.

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

7.21 Independent Contractor.

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

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

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

7.22 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant

Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

7.23 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subcontracting opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subcontractors 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.

7.24 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

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

7.25 Proprietary and Confidential Material.

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 bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10)⁸ describes those exemptions. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)

You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract

materials and work products. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle's process for managing records.

How to Identify Materials You Consider Exempt from Disclosure

Proposal Submittals

If you wish to assert exemptions in the materials in your proposal related to its proprietary nature per RCW 42.56.270, you must clearly identify your exemption request in the Vendor Questionnaire in the Non-Disclosure Request Section.

Contract Work Products.

If you wish to assert exemptions for your contract work products you must clearly and specifically notify the City Project Manager at the time such records are generated.

Please note that the City cannot accept and will not honor a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests

The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) standard exemptions as required by the PRA and the materials or text that you identified as exempt.

Limited Redaction) A copy that redacts (blacks out) only the standard exemptions required by the PRA, but does not redact (black out) the exemptions you identified.

The fully redacted version is made public upon contract execution and will be supplied without any notification to you.

The Limited Redaction will be released only after you have received "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If the original requestor wants to see the Limited Redacted or original versions, the City will provide you with "third party notice". You will then have ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

Requesting Disclosure of Public Records

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with 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.

7.26 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. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.



contractor-vendorbr
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.

7.27 Background Checks and Immigrant Status.

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>

8. Response Materials and Submittal.

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

- 1. Letter of interest (optional).**
- 2. Legal Name:** Submit a certificate, copy of web-page, or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>
- 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 in your response, even if you sent one in to the City for previous solicitations.



Consultant
Questionnaire 5-8-13

- 5. Mandatory – Proposal Response:** This document details the forms, documents and format for your proposal response to the City. In addition to the required documents 2, 3, and 4 above, please provide the following information for your proposal response.
 - A Proposed Delivery of Services (Proposal Response) document, detailing your analytical and professional approach to all the deliverables requested in this RFP. This document should detail your proposed work plan and methodologies in a comprehensive, but concise manner. Be specific about tasks and subtasks and who will accomplish them. Partial proposals will not be accepted.
 - Proposed Communications and Reporting Protocols.

- Provide three professional references and briefly describe the products that you produced for these organizations.
- Availability.
- Provide three samples (or links) of reports from similar projects.
- Team Composition and Competencies: Please be sure to include resumes for all staff who will be assigned to this project. The preferred consultant will be able to demonstrate significant use of subject matter experts.
- Cost Proposal for each task and deliverable. Please include all direct, indirect, and overhead expenses, including travel and living expenses, incurred by the Consultant to perform the Work.

9. Selection Process.

9.1 Initial Screening: The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, satisfactory past performance if applicable, satisfactory financial responsibility and other elements are screened in this Step.

9.2 Proposal Evaluation: The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked or scored.

Evaluation Criteria:

Experience (including sample work products and qualifications of project team)	40%
Proposal Response	40%
Cost Proposal	20%

9.3 Interviews: The City may interview top ranked firms that are most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. 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 City Project Manager. If interviews are conducted, they will be worth 20 additional points.

9.4 References: The City may contact one or more references. The City may use references named or not named by the Proposer.

9.5 Selection: The City shall select the highest ranked Proposer(s) for award including the interview (If applicable) and written proposal.

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

9.7 Repeat of Evaluation: If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a

new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

10. Award and Contract Execution.

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

Protests to Project Manager.

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

Protests – City Purchasing and Contracting Services.

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

Debriefs.

For a debrief, contact the City Project Manager.

Instructions to the Apparently Successful Consultant(s).

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



W9 2013.pdf

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.

Attachment #2: Consultant Contract



Standard Agreement