



City of Seattle

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

REQUEST FOR STATEMENTS OF QUALIFICATIONS Architectural/Project Management Consultant Services RFQ# CDCM 2016-01

DEEL On-Call Consultant Services

Submittals due by 2:00 pm PST, Thursday, January 28, 2016

Schedule of Events	Date
RFQ Release	January 7, 2016
Optional Pre-Submittal Meeting	January 13, 2016
Deadline for Questions	January 20, 2016 (2:00 p.m.)
Sealed Submittals Due to the City	by 2:00 p.m. PST, January 28, 2016
Submittal Screening & Evaluation	Week of February 1, 2016
Interviews (if held)	Week of February 8, 2016
Announcement of Selected Consultant Team(s)	Week of February 15, 2016

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

Contact:

RFQ Project Manager: Larry Ahern, 206-733-9135 or Larry.Ahern@seattle.gov

Submittal Delivery Address:

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

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

1. Purpose and Background

The City of Seattle Department of Finance and Administrative Services (FAS), Capital Development & Construction Management Division (CDCM) on behalf of its client the Department of Education and Early Learning (DEEL) seeks professional consultant services to comprise a “technical assistance pool” for eligible preschool program providers applying for services through the DEEL Pre-Development Services Request for Proposals (RFP). Consultants will provide services to assess provider facilities for participation in the program as outlined in Section 3. Multiple consultant teams will be selected to provide on-call services over a 3 year term with each on-call contract currently anticipated to be no more than \$100,000.

Project Background

In November 2014, Seattle voters approved a four-year, \$58 million property tax levy to provide “accessible high-quality preschool services for Seattle children designed to improve their readiness for school and to support their subsequent academic achievement” and is being phased in during a four-year demonstration period. The DEEL Pre-Development Services RFP is program that will support the expansion of the Seattle Preschool Program. Preschool providers that are currently participating in the Seattle Preschool Program and Seattle Pathway Program providers will have the opportunity to bolster their ability to develop construction and renovation projects for their facilities when selected through the Pre-Development Services RFP. The program is intended to be a companion and support the readiness of applications to the larger Provider Facilities Program that funds facility construction for the same population. Both programs are designed to increase the number of licensed preschool classrooms in Seattle that participate in the expanding Seattle Preschool Program.

Project Objectives:

The objective of this RFQ is to preselect and create on-call contracts with architects and/or project management firms that will work with preschool providers selected through DEEL’s Pre-Development Services RFP. The consultants will assess preschool facility needs in support of the provider’s selected project. Successful preschool provider applicants will be matched with consultants from one of these on-call contracts to work with on a variety of pre-development activities. A list of potential services is outlined in the following Scope of Services section.

Process:

Preschool providers will apply to DEEL for Pre-Development Services beginning in 2016. Successful applicants will then be matched with one of the consulting firms from the Technical Assistance Pool resulting from this RFQ. After the provider has been matched to a consultant, the consultant will develop a proposed scope of work, schedule and fee based on the preschool provider’s approved application. The consultant will submit the proposal to DEEL’s program manager for approval. Upon approval of the proposal, DEEL will issue a Letter of Authorization (LOA) to the consultant to perform the work against the on-call contract. Each project is expected to take up three months. Projects may require less time depending on the scope of the application. The City is not responsible for payment for any work outside the LOAs. Future work that is agreed upon between the consultant and the preschool provider will be contracted separately, either directly between the provider and consultant or through another approved DEEL process.

2. Pre-Submittal Meeting

Pre-Submittal Meeting:

A pre-submittal meeting for potential consultants will be held at the Seattle Municipal Tower (SMT), Room 4050/4060 on January 13 from 3:30 to 4:30 P.M. The SMT is located at 700 Fifth Avenue in downtown Seattle. This meeting is not mandatory, but is highly recommended. At the pre-submittal meeting, the City will provide an overview of the project and give interested firms an opportunity to ask

questions about the program or selection process. The sign-in sheet, as well as the questions and answers from this session, will be summarized in writing and posted to the City of Seattle's procurement Web site at <http://www.ebidexchange.com/seattle>

There are no specific Women & Minority Business Enterprises (WMBE) requirements for these contracts. However, the City of Seattle is committed to providing equal opportunities for WMBE businesses, and qualified WMBE firms are strongly encouraged to participate in this program offering.

3. Scope of Services

Successful applicants will enter into a master on-call contract with DEEL. Once selected for use and authorized by LOA, consultants will work with the Provider on a variety of pre-development services tasks over a 3 month period. Activities may include, but are not necessarily limited to:

- Site or facility needs assessments (understand site conditions, basic measurements or as-build reviews)
- Establishing project goals (establish goals and walk through development process with provider)
- Code analysis (basic land use codes and zoning, building code, etc.)
- Analysis of child care licensing regulations (review of requirements)
- Basic site plans and/or floor plans (conceptual designs)
- Basic cost estimation (range of costs, per SF)

4. Consultant Qualifications

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

Minimum Qualifications:

1. Experience providing any programming, design, permitting, construction management or development services for construction or renovation of pre-school and early learning facilities. Provide at least 2 project examples.
2. Experience working with small and/or non-profit child care providers in any design or construction capacity. Provide at least 1 project example.
3. Demonstrated knowledge of child care facilities regulations, including land use, building code and state licensing requirements. Provide a narrative explanation of relevant experience.
4. Willingness to coach and provide technical assistance to clients with limited proficiency in the development process. Provide a narrative describing your proposed approach or an example of similar or relevant experience.
5. Track record of working with community facility projects. Provide examples.

5. Contract Form

The City has included its boilerplate Consultant Agreement with this solicitation to allow potential consultants the opportunity to get familiar with the City's non-negotiable terms prior to investing time into submitting for this work. Each contract term is expected to be for a three year period, and the maximum value will depend upon the number of firms chosen for contracts, but is expected to be between \$50,000 and \$100,000 each contract. Full spend down of on-call contract funds is not guaranteed, and funds can only be dispersed for individual projects by way of an approved Letter of Authorization (LOA). The City will not modify provisions mandated by Federal, State or City law.

Materials Available with this Solicitation
Consultant Questionnaire (*mandatory form*)
City of Seattle Consultant Agreement Boilerplate

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

6. Instructions and Requirements

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

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

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

Licensing and Business Tax Requirement: Any resultant contract may require the additional licensing listed below. The Consultant needs to meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if they are required by the laws of those jurisdictions. The Consultant should carefully consider those costs prior to submitting, as the City will not separately pay or reimburse those costs to the Consultant.

Seattle Business Licensing and associated taxes:

1. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A "physical nexus" means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
3. We provide a Consultant Questionnaire Form in our submittal package items later in this RFQ, and it will ask you to specify if you have "physical nexus".
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the submittal.
6. Self-Filing. You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>

7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484, or call RCP staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.

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

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

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

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

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

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

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

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

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

Independent Contractor: The Consultant works as an independent contractor. Although the City provides responsible contract and project management, this is distinguished from a traditional employer-employee function. This contract prohibits Consultant workers from supervising City employees, and prohibits Consultant workers from supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions. Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be made available for more than 36 months without specific authorization from the City Project Manager. The City will not provide space in City offices for performance of this work. Consultants are required to perform work from their own office space or in the field, as appropriate to the work.

Equal Benefits: Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether submitters provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The submittal package includes an "Equal Benefits Compliance Declaration" in the Consultant Questionnaire, which is the **mandatory form** on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Declaration. Instructions are provided on the Declaration.

Women and Minority Subcontracting: It is the policy of the City, as directed through Mayoral Executive Order and City ordinance, to provide maximum opportunity for the successful participation of minority- and women-owned firms. As such, participation by WMBE firms in this solicitation is strongly encouraged.

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

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

- \$1,000,000 Professional Liability
- \$1,000,000 Commercial General Liability
- \$1,000,000 Auto Liability
- Must provide Workers Compensation

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

No Gifts and Gratuities. Consultants shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from Consultants. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

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

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

No Conflict of Interest. Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

7. SUBMITTAL FORMAT

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

A. **Mandatory – Submittal Response:**

The Statement of Qualifications shall be 8-1/2” x11” in format, double sided, and no more than twenty (20) pages (40 surfaces excluding covers or tabs) and should include:

- Letter of Interest
- The designation of the prime consultant and members of your team. A description of the specific qualifications of the team and individuals as they relate to the proposed project; include an organization chart for the project including all subconsultants.

- Completed **Consultant Questionnaire** including Equal Benefits Compliance Declaration. Be sure to submit this, *even if you have sent one in to the City on previous solicitations or contracts*. **This is a mandatory form**, and will become a material part of this contract for any Consultant selected.
- **Executive Summary of Consultant Qualifications:** Provide a single page (two surfaces) stating how you meet each Consultant Qualification listed in Section 4. The determination that you have met each qualification is made from this page. The City's Project Manager is not obligated to check references or search other materials to make this decision.
- Specific information demonstrating fulfillment of the selection criteria noted under Section 4 – Consultant Qualifications.
- A demonstration of quality and relevance of work with specific reference to examples of community facilities, especially examples specific to child care facilities.

B. The City requires Five (5) submittals in hard-copy delivered to the City. Fax, e-mail and CD copies will not be accepted as an alternative to the hard copy requirement. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the Project Manager, submittal title and number as noted on page 1. If not clearly marked, the Consultant bears all risk and responsibility of its submittal packet being misplaced and not properly delivered.

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

Right to Reject Submittals

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

Submittal Disposition

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

Negotiation

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

8. SELECTION PROCESS

1. **Initial Screening:** The RFQ Project Manager shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Equal Benefits, satisfactory past performance if applicable, satisfactory financial responsibility and other elements of responsiveness and responsibility will be screened in this Step.
2. **Submittal Evaluation:** The City will evaluate submittals using the criteria specified in Section 4 and as summarized below. Responses will be evaluated and ranked or scored.

Evaluation Criteria:

Experience providing services for the construction or renovation of pre-school and early learning facilities.	25 Points
Experience working with small or non-profit child care providers	20 Points
Demonstrated knowledge of child care regulations, codes and licensing requirements.	15 Points
Willingness to coach and provide technical assistance to clients of limited proficiency	10 Points
Track record of community facility projects	5 Points
Demonstration of quality and relevant work	25 Points

- 3. **Interviews:** The City may select firms directly from the RFQ submittal or may choose to interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and submittals. Consultants invited to interview are to bring the assigned Project Manager that has been named by the Consultant in the submittal, and may bring other key personnel named in the submittal. The Consultant shall not, in any event, bring an individual who does not work for the Consultant or for the Consultant as a subcontractor on this project, without specific advance authorization by the RFQ Project Manager.
- 4. **Professional References:** The City may contact one or more professional references that have been provided by the Consultant in the submittal, or other sources that may not have been named by the Consultant but can assist the City in determining performance.
- 5. **Selection:** The City shall select the highest ranked Consultant(s) for award.
- 6. **Contract Negotiations:** The highest ranked Consultant(s) will be notified and begin contract negotiations with the City's DEEL. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate boilerplate contract terms.

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

9. AWARD AND CONTRACT EXECUTION

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

Instructions to the Apparently Successful Consultant(s):

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the RFQ Project Manager after award decisions are made by the City. The Letter will include any instructions for any final submittals due prior to execution of the contract. Once DEEL has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents. This includes obtaining a Seattle Business License (if necessary), payment of associated taxes due, and providing the indicated evidence of insurance.

Daily Journal of Commerce advertisement dates:

January 7, 2016
January 8, 2016