



# City of Seattle

## REQUEST FOR QUALIFICATIONS

### Consultant Contract

### Identifying and Evaluating Options for the Future of KeyArena

#### Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Due Date	Location
Solicitation Release	<b>Friday, December 13, 2013</b>	Daily Journal of Commerce; City of Seattle Consultant Opportunities page, <a href="http://www.seattle.gov/html/business/consultant.htm">http://www.seattle.gov/html/business/consultant.htm</a> ;
Pre-Submittal Telephone Conference	<b>Friday, January 3, 2013 from 10:00 to 11:00 AM</b>	Telephone number to call: 206-615-1200
Questions Deadline	<b>Monday, January 13, 2014</b>	Email all questions to Monica Ghosh, monica.ghosh@seattle.gov
Response Deadline (Sealed proposals due)	<b>Tuesday, January 28, 2014 4:00 PM (PST)</b>	Seattle City Council 600 4 <sup>th</sup> Avenue, 2 <sup>nd</sup> Floor PO Box 34025 Seattle, Washington, 98124-4025
RFQ Interviews	<b>Monday, February 18, 2014</b>	Seattle City Council 600 4 <sup>th</sup> Avenue, 2 <sup>nd</sup> Floor Seattle, Washington
Announcement of Successful Proposer(s)	<b>Tuesday, February 25, 2014</b>	
Anticipated Negotiation Schedule	<b>Wednesday, March 5, 2014</b>	
Contract Execution	<b>Monday, March 10, 2014</b>	

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

## Procurement Contact

Project Manager: **Monica Ghosh** ([monica.ghosh@seattle.gov](mailto:monica.ghosh@seattle.gov))

**Table 2: Delivery Address**

<b>Fed Ex &amp; Hand Delivery - Physical Address</b>	<b>US Post Office - Mailing Address</b>
Seattle City Council c/o Susana Serna 600 Fourth Avenue, 2 <sup>nd</sup> Floor Seattle, Washington, 98104	Seattle City Council c/o Susana Serna PO Box 34025 Seattle, Washington, 98124-4025

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

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.

### Summary

On behalf of the City of Seattle, the Seattle City Council is seeking consultant expertise in identifying and evaluating potential future uses for the KeyArena site. The context of this evaluation is to include the financial impact of the proposed construction of a new 17,000+ seat National Basketball Association (NBA)/National Hockey League (NHL) arena within the City's limits. It is possible such an arena could open for business between 2016 and 2018. The City desires to maintain the KeyArena site as a financially sustainable facility that attracts visitors to Seattle Center and significantly contributes to the vitality of the campus after the new NBA/NHL arena is complete. The City is willing to consider upgrades that preserve KeyArena's current physical layout, as well as modifications that would repurpose the facility in an entirely new configuration.

The City is requesting consultant assistance from a firm or team of firms with: 1) the market knowledge and development/redevelopment creativity necessary to identify renovation and repurposing options for the KeyArena site; 2) the architectural and engineering skills needed to identify and evaluate possible physical modifications to KeyArena; 3) the financial expertise required to assess the economic viability of renovation or repurposing options; and 4) actual experience developing and/or managing different types of public spaces and facilities. The results of this analysis will inform the City's decision-making process regarding whether to maintain the current layout of KeyArena for the longer-term or pursue a repurposing of the KeyArena site. A total of \$150,000, which was allocated in the City's 2013 Adopted Budget, is available to support the Contract with the selected Consultant(s).

### Background

KeyArena was built as the Washington State Coliseum for the 1962 World's Fair. From 1967 until 2008, the facility was home to the NBA's Seattle SuperSonics (Sonics). A major remodel in 1995 expanded the facility's capacity to 17,100 for basketball and included upgrades to seating, locker rooms, and concession areas. No other significant renovations have been completed since.

The Sonics left Seattle after the 2007-2008 NBA season and KeyArena now serves as the home court for the Seattle Storm of the Women's National Basketball Association (WNBA) and Seattle University's NCAA Division I men's basketball team. The facility also hosts the PAC 12's annual Division I Women's Basketball Tournament and stages a number of concerts and family shows. In 2012, KeyArena hosted 112 events that were attended by a total of about 554,000 people.

KeyArena is operated by Seattle Center with assistance from AEG Facilities. Seattle Center, which is a department within the City of Seattle, encompasses a 74-acre campus located immediately north of the downtown area that was originally developed for the 1962 World's Fair. About 12 million people visit Seattle Center every year. Seattle Center's total operating budget for 2013 is around \$36 million. The City's General Fund will provide nearly \$13 million (36%) of that total; other major revenue sources for Seattle Center include the campus' parking garages and lease payments from short- and long-term tenants that rent space on the Seattle Center grounds. The Seattle Center campus includes, but is not limited to, KeyArena, several performing arts venues, a high school football stadium, the Pacific Science Center, the

Experience Music Project, the Space Needle, and the recently completed Chihuly Garden and Glass Exhibition.

Currently, the annual revenues generated by KeyArena are sufficient to cover the facility's operating and basic maintenance costs and still turn a modest profit (not including parking revenues); however, those profits are needed to help cover a variety of other Seattle Center expenses that are unrelated to KeyArena. During the economic downturn that began in 2008, several nonprofit groups that rent space at Seattle Center were unable to make regular rent payments. That reality, coupled with the departure of the Sonics, whose presence in KeyArena had been an important source of revenue for the campus, led to Seattle Center having to borrow \$3.5 million from the City's Consolidated Cash Pool in 2011. Seattle Center is still working to repay that loan. With KeyArena's profits directed toward addressing the campus' immediate financial challenges, Seattle Center has not been able to set aside funds to cover any major capital improvements (e.g., roof repairs, structural work, large-scale renovations) that the 50 year old arena will require over time.

KeyArena has historically been an important element of Seattle Center, attracting large numbers of patrons that often incorporate visits to other parts of the campus into their trips to see sporting events, concerts, and family shows. KeyArena is not a designated City landmark; however, it is potentially eligible for designation and members of Seattle's historic preservation community have recently expressed interest in, at minimum, nominating the facility's roof structure for landmark status.

In 2012, a private investor proposed development of a new NBA/NHL arena in Seattle. The facility is expected to be a state-of-the-art venue built for the explicit purpose of serving as the home arena for new/relocated NBA and NHL teams. It is unlikely that construction of the new arena would commence before a new NBA and/or NHL team is located in Seattle. Thus, it is expected that KeyArena would temporarily host such teams for two to three years while a new facility is under construction. Once complete, the new arena would also seek to host large concerts, family shows, and additional sporting events. It could also potentially serve as the home court for either/both the WNBA Seattle Storm and the Seattle University men's basketball team.

## **2. Performance Schedule.**

The work for this Contract will commence in early 2014. Important meetings and deliverables include the following:

June 2014: Preliminary findings and draft report due to the Council.

September 2014: Final report due, present findings to Council and Mayor, meet with Councilmembers and Seattle Center Director.

## **3. Solicitation Objectives.**

The City's goal in issuing this RFQ is to assemble a team of Consultants who will provide the following types of analysis of the KeyArena site: financial, architectural and engineering, public space management, and marketing. The Consultants will recommend options for future uses of the site to City policy makers. It is anticipated that those options will contribute to the

financial viability and vitality of the Seattle Center campus and appeal to tourists and local residents alike.

#### **4. Minimum Qualifications.**

Minimum qualifications are required for a Consultant to be eligible to submit a RFQ response. Your submittal response must show compliance to these minimum qualifications. Submittal responses that are not responsive to these qualifications shall be rejected by the City without further consideration. The City anticipates the most successful response to this RFQ will be submitted by a team of Consultants. Respondents should be able to demonstrate the following in their submittals:

1. Experience developing, redeveloping and/or managing self-financing public spaces, including but not limited to, marketplaces, cultural facilities, and/or recreational uses;
2. The requisite architectural and engineering expertise to develop and evaluate potential renovations or physical reconfigurations of KeyArena, as well as experience in developing cost estimates for such proposals;
3. The ability to assess the economic viability of renovation or repurposing options for the KeyArena site and estimate the market share, revenue, and level of attendance that each option could achieve over time;
4. Knowledge of arena management and booking, including the cost of operating and maintaining such facilities over time; and
5. Experience evaluating regional market demand for arena-dependent entertainment, including sporting events, concerts, family shows, etc.

#### **5. Scope of Work.**

Consistent with a Memorandum of Understanding (MOU) that was negotiated with the developers of the proposed new arena and approved by the City Council, the City will, over the next several months, review future use options for KeyArena. The Consultant(s) with the most successful response to this RFQ will be responsible for identifying and providing analysis of those options. The City is interested in evaluating a range of different physical configurations:

1. Maintain Key Arena in a configuration that is suitable for its current basketball tenants and comparable sporting events as well as for concerts, family shows, etc. While the proposed new arena could host KeyArena's existing basketball tenants, it is possible KeyArena could remain the preferred venue and a more cost-effective option for both the WNBA Seattle Storm and Seattle University.
2. Repurpose KeyArena in a manner that maintains the facility as an entertainment venue but not one that would necessarily serve the WNBA, college basketball or other tenants requiring a "full bowl" configuration.
3. Other approaches to repurposing the KeyArena that would be financially feasible for the City, draw visitors to the Seattle Center, and offer consistency with Seattle Center's purpose statement, which is to "[create] exceptional events, experiences and environments

that delight and inspire the human spirit to build stronger communities.” These options would not need to accommodate existing tenants of KeyArena. The City is open-minded about such alternatives and will look to its Consultant team to develop and evaluate creative proposals.

In evaluating these options, the City recognizes that under certain configurations KeyArena will likely face strong competition from a number of venues within Seattle and the surrounding metropolitan area. In this context, and consistent with the goals outlined in the MOU, the criteria the City will use to evaluate the future KeyArena use options identified by the Consultant include the following:

- *Financial viability* – What does the Consultant’s financial analysis reveal? Will the identified reuse options allow the KeyArena site cover its ongoing operational and maintenance costs (including periodic major maintenance) as well as generate positive net revenues that are sufficient to offset some share of Seattle Center’s overall operating expenses? What level of capital investment will be needed to implement the proposed improvements? What funding sources exist for such improvements and can the facility generate the necessary revenues to cover any associated debt service? Is it realistic to expect the KeyArena site to generate a profit for Seattle Center?
- *Contribution to the overall vitality of Seattle Center* – Will the refurbished or repurposed KeyArena site complement the other elements of Seattle Center and help draw a significant number of users to the campus’s other facilities, tenants, and services? Under what configurations would the KeyArena site draw the most people to the Seattle Center campus?
- *Appeal to tourists and local residents* – Will the proposed future uses for the KeyArena site attract local residents as well as tourists? Will they offer dynamic attractions that encourage multiple visits from individual patrons?

## **6. Contract Modifications.**

The City Consultant Contract is attached.

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://www2.seattle.gov/ConsultantRegistration/>. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

### **7.2 Pre-Submittal Telephone Conference.**

The City offers an optional pre-submittal telephone conference at the time and date on page 1. Proposers are highly encouraged to participate, but not required to participate to be eligible to propose. The pre-submittal conference provides Proposers with an opportunity to raise questions and concerns about the RFQ. 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 RFQ/Addenda.**

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. Any changes to this RFQ will be made by a formal written addendum issued by the City's Project Manager. Addenda and shall become part of this RFQ and included as part of the Contract.

### **7.5 Receiving Addenda and/or Question and Answers.**

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

All submittals sent to the City may be considered compliant to all Addendums, with or without specific confirmation from the Consultant that the Addendum was received and incorporated, at the sole discretion of the Project Manager. The Project Manager may reject the submittal if it does not fully incorporate an Addendum.

## 7.6 Proposal Submittal.

- a. Proposals must be received into 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 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 (1) original unbound copy, eight (8) bound copies and one (1) electronic CD copy of the response. Fax and CD copies are not an alternative to the unbound hard copy original. If a CD, fax or e-mail version is delivered, the unbound hard copy will be the official version. Delivery is to the location specified on Page 1, Table 2.

Hard-copy responses should be in a sealed box or envelope marked and addressed to Seattle City Council, Susana Serna, PO Box 34025, Seattle, Washington, 98124-4025 and include the solicitation title and number. If submittals are not marked, the Proposer has risks of the response being misplaced and not properly delivered.

The Submittal may be hand-delivered to Seattle City Council, Susana Serna, 600 4<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Seattle, Washington, 98124-4025. Delivery errors will result without careful attention to the proper address.

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, use fully 100% recycled stock.

### Electronic Submittal.

The City allows and will accept an electronic submittal, in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to [susana.serna@seattle.gov](mailto:susana.serna@seattle.gov) by the deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it won't be lost in an e-mail stream.
- c. Any risks associated are borne by the Proposer.
- d. The City e-mail system will allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard-copy, the hard copy has precedence.

## 7.7 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after the Contract is awarded or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State Business License 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 a physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.)
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFQ, and it will ask you to specify if you have a “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](mailto: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 RCP office (see contact information above in “g”) 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 it 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 are submitted properly and accurately reflect 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 RFQ deadline; this does not limit the City's 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 this Contract. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to make 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 resolicit 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 RFQ.

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: New Work (a) 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 RFQ and Proposal in Contract.**

This 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 other benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees and to 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 women- and minority-owned business enterprise (WMBE) subcontractors. All proposers must agree to SMC Chapter 20.42 and seek meaningful subcontracting opportunities with WMBE firms. The City requires a plan for including WMBE 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

(PRA) (RCW 42.56 and RCW 19.10) describes those exemptions. Proposers must familiarize themselves with the Washington State 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 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 Full Redaction 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 Redaction 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 PRA.

### **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 resolicitation. 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](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 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 are 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.**

The 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 the Consultant's 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 the order requested may cause the City to reject your response.

### **1. Letter of interest (optional).**

**2. Legal Name:** Submit a certificate, copy of webpage 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. Consultant Inclusion Plan – Mandatory:

You must submit the following in your response.



ccInclusionPlan  
11-14-13.docx

## 6. Proposal Response - Mandatory:

In addition to the required documents 2, 3, 4 and 5 above, please provide the following information for your proposal response. There is no limit of pages for your proposal response but please use a minimum of 11 point font.

- Team Composition and Competencies: Please be sure to include resumes for all staff who will be assigned to this project. Our preferred Consultant will be able to demonstrate significant use of subject matter experts.
- Proposed Communications and Reporting Protocols.
- List and one sample (or link to it) of similar Projects and Professional References.
- Availability.

## 7. Cost and Pricing - Mandatory.

State a firm fixed price that includes all direct, indirect and overhead expenses, including travel and living expenses, incurred by the Consultant to perform the Work.

### Package Checklist.

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

1. Letter of Interest (optional)
2. Proof of Legal Name
3. Minimum Qualifications
4. Consultant Questionnaire (see Embedded Form)
5. Consultant Inclusion Plan (see Embedded Form)
6. Proposal Response (see Proposal Response Section, above).
7. Cost and Pricing

## 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, an Inclusion Plan, 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.

Experience	<b>45 points</b>
Proposed Delivery of Services	<b>35 points</b>
Inclusion Plan	<b>10 points</b>
Cost Proposal	<b>10 points</b>

**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 on the project team without advance authorization by the City Project Manager.

**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).

**A&E Contract Negotiations.**

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base Contract, which has been attached (See Attachments).

**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 intent to award to all Consultants responding to the solicitation.

### Protests to Project Manager.

Interested parties that wish to protest any aspect of this RFQ selection process must provide written notice to the City Project Manager for this solicitation.

### 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/contracting>. 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

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



Insurance2012.doc

### Attachment #2: Consultant Contract



Agreement  
8-5-13.doc