



City of Seattle
Seattle City Light Department

REQUEST FOR PROPOSAL
Consultant Contracting

Project Title:

SCL-2013-02RFP -- Wellness Program for Seattle City Light for 2013

Solicitation Schedule

Table 1: Procurement Schedule

Schedule of Events	Date	Time and/or Location
RFP Release	2/11/2013	
Deadline for Questions/Clarifications	2/20/2013	2:00pm PST
Addendum Issue Date	2/22/2013	
Sealed Proposals Due to the City	2/27/2013	2:00pm PST
RFP Interviews	Week of 3/4/2013	
Announcement of Successful Proposer	3/11/2013	
Anticipated Negotiation Schedule	Week of 3/12/2013	
Contract Execution	3/22/2013	

The City reserves the right to modify this schedule at the City's discretion.

Notification of changes will be posted on the City website or as otherwise stated herein.

Solicitation Contact

The City of Seattle, Seattle City Light Department

Cynthia Kopperstad, Contract Administrator

700 5th Avenue, SMT3004

PO Box 34023

Seattle, WA 98124

Table 2: Delivery Address

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
<p>The City of Seattle, Seattle City Light Department Attention: Cynthia Kopperstad, SMT3004 700 Fifth Avenue, Suite 3200 Seattle, Washington, 98104</p>	<p>The City of Seattle, Seattle City Light Department Attention: Cynthia Kopperstad, SMT3004 700 Fifth Avenue, Suite 3200 P.O. Box 34023 Seattle, Washington, 98124-4023</p>

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

Consultants should refrain from initiating contact with any City representatives, other than Cynthia Kopperstad, Contract Administrator, for the purpose of obtaining information for use in preparation of a proposal, or for information about the status of this RFP process following submission. Disregarding this directive may result in the respondent being declared non-responsive or otherwise disqualified. The Procurement and Contracting Contract Administrator will send out information to responding companies as decisions are concluded.

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1. Purpose and Background.

The Wellness Program provides an employee wellness campaign to the employees of the City of Seattle, Seattle City Light Department (SCL). The Wellness Program will include the following elements: evidence based behavior change program, evaluation and tracking reports, culture-change plan, health risk assessments, and other health related activities as needed.

2. Period of Performance and Budget.

The term of the contract shall extend from the date of execution by the Superintendent of Seattle City Light, or designee, through March 31, 2014. City Light has identified a 2013 budget of up to One Hundred Thousand Dollars (\$100,000) for this program.

SCL, may at its option, amend the original contract for scope, time, and funding, subject to the continuing appropriation authority by the Seattle City Council.

3. Solicitation Objectives.

Seattle City Light is inviting qualified organizations, companies and/or firms to submit their proposal for professional services for the purpose of delivering a robust employee wellness program. The City expects to achieve the following outcomes through this consultant solicitation:

- 1) To provide Seattle City Light with a consultant who is qualified, skilled, dependable, responsive and who has a proven record of expert services in delivering robust employee wellness programs.
- 2) To provide Seattle City Light with a proposal for a 2013 Employee Wellness Program. The goal of the Employee Wellness Program is to create a culture of health and wellness throughout the company which will encourage employees to consciously make healthy lifestyle choices that will reduce healthcare costs, improve morale and productivity, and decrease absenteeism. The program shall be fun, educational and viewed as an employee benefit.

4. Minimum Qualifications.

The minimum qualifications are required for a Consultant to be eligible to submit a RFP response. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

Firm Qualifications: Prime Consultant firm must have a minimum of Five years continuous experience with Wellness Programs during which time the services have been among the primary business services offered by the firm.

Firm References: Prime consultant must provide at least two business references from firms for whom they have done work similar to that described in Section 5 – Scope of Work.

Experience: Prime consultant must have successfully performed at least two contracts with a public or private agency of similar size and/or line of business to Seattle City Light with services similar to those expect by Seattle City Light for this contract.

5. Scope of Work.

The goal of the SCL Employee Wellness Program is to create a culture of health and wellness throughout SCL which will encourage employees to consciously make healthy lifestyle choices which will then reduce healthcare costs, improve morale and productivity, and decrease absenteeism. The program shall be fun, educational and viewed as an employee benefit.

The Consultant shall provide a variety of activities, covering a diverse range of topics and providing various programming opportunities. Each component of the program shall have specific goals and an evaluation method in place to measure its progress and success.

Examples of some of program elements to include:

- Online Wellness Program
- Health risk assessment for employees entering the program and on an ongoing annual basis to track program success
- Biometric measurements to inform and motivate employees
- Employee fitness assessments and orientation to utilization of workout and exercise equipment
- Tobacco use cessation
- Nutritional, weight management and healthy eating seminars and individualized counseling
- On-site massage therapy
- Introduction to stress-reduction techniques
- Incentives for program completion and/or participation in activities, programs and events
- Seminars to provide information on the above topics
- Internet-based programs to support and augment the live presentations, to provide a constant flow of information and education to employees

6. Contract Modifications.

The City consultant contract is provided as an attachment. **(see Attachments Section)**

Consultants are to submit proposals with the understanding that all Contract terms and conditions are mandatory and no negotiations of those terms will be invited. Submittal of a proposal is agreement to the entire Contract without exception, unless the City brings forward contract modifications for negotiation. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract as provided in this RFP, 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. Instructions, Procedures and Requirements.

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

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

7.2 Reserved.

7.3 Questions.

Proposers may submit written questions to the **Solicitation Contact** at any time until the deadline stated on page 1. The City prefers questions be through e-mail to the **Solicitation Contact**. 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/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. A change to this RFP will be made by formal written addendum issued by the City's Solicitation Contact, and will become part of this RFP and may be 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.

Note that some third-party services independently post City of Seattle solicitations on their websites as well. The City does not, however, guarantee that such services have accurately provided submitters with 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 Solicitation Contact.

7.6 Proposal Submittal.

- a. Proposals must be received into the City no later than the date and time given on page 1 except as revised by Addenda.
- b. All pages are to be numbered. The format should follow closely that requested in this RFP.
- 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 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 may be returned unopened to the Consultant; or the City may accept the package and make a determination as to lateness.

Hard Copy Submittal.

Submit one original (1) unbound, four (4) bound copies, and one (1) electronic CD copy of the response. Fax, e-mail and CD copies **will not** be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City. Delivery is to the location specified on Page 4, Table 1, and Submittal Address.

- a. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the Solicitation Contact Name, RFP and title. If submittals are not clearly marked, the Proposer has all risks of the RFP being misplaced and not properly delivered.
- b. The RFP Submittal may be hand-delivered at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.
- c. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, please use fully 100% recycled stock.

7.7 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means 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).
- 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 result in rejection of the submittal.
- f. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
- g. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484, or call RCA staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
- h. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- i. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
- j. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office (see contacts above in #7) to request additional assistance.

A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.

- k. Please note that 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. **(See Attachment Section).**

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 (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).

7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to provide a full and complete response 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 this contract. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may 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.

Note that the contract strictly limits the expansion of scope and addition of new work that has not been expressly provided for within the RFP Scope of Work. The Proposers are to bring forward any questions about the scope that should be named within the solicitation, during the Q&A period.

7.11 Right to Award to Next Low Consultant.

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

7.12 Background Checks.

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

Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker with access to certain locations/systems/data to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. Such requirements may also require Seattle City Light to mandate that a worker sign a Non Disclosure Agreement, undergo a Personnel Risk Assessment and/or security awareness training.

7.13 Negotiations.

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

7.14 Effective Dates of Offer.

Solicitation responses are considered 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.

7.15 Cost of Preparing Proposals.

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

7.16 Readability.

Proposers are advised that the City's ability to evaluate proposals is dependent on the Proposer's submittal document, including organization, level of detail, comprehensive material and readable.

7.17 Changes or Corrections to Proposal Submittal.

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

7.18 Errors in Proposals.

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

7.19 Withdrawal of Proposal.

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.

7.20 Rejection of Proposals.

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

7.21 Incorporation of RFP and Proposal in Contract.

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

7.22 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.

7.23 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 an "Equal Benefits Compliance Declaration," 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. This applies to all City contracts with an estimated value at or above \$44,000 a year.

7.24 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 that are 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.

7.25 Insurance Requirements.

Any specific City insurance requirements will be provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City Procurement and Contracting Office Contract Administrator.

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. Proposers may elect to provide the requested insurance documents within their Proposal.

7.26 Proprietary and Confidential Material.

Requesting Disclosure of Public Records

The City asks interested parties to refrain from requesting public disclosure of proposal records until a contract is executed. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

Marking and Disclosing Material.

The State of Washington's Public Records Act (Release/Disclosure of Public Records)

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are considered **public records**. These records include but are not limited to proposal submittals, agreement documents, contract work product, or other material.

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

Proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If you believe any records you are submitting to the City as part of your submittal or contract work product, are exempt from disclosure you can request that the City not release the records until the City notifies you about the pending disclosure. To make that request, you must complete the appropriate portion of the Consultant Questionnaire (Non-Disclosure Request Section) and very clearly and specifically identify each record and the exemption(s) that may apply. If you are awarded a City contract, the same exemption designation will carry forward to the contract records.

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on in the Consultant Questionnaire. Only the specific records or portions of records properly listed on the Consultant Questionnaire will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Consultant Questionnaire, the City will notify you in writing of the request and postpone disclosure, providing sufficient time for you to pursue an injunction and ruling from a judge. While it is not a legal obligation, the City, as a courtesy, allows up to ten business days to file a court injunction to prevent the City from releasing the

records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

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

7.27 Ethics Code.

Please familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Consultants, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov). **(See Attachment Section for Ethical Standards Brochure)**

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.

8. Response Format.

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

1. **Letter of interest.**
2. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to 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 [\(http://www.secstate.wa.gov/corps/\)](http://www.secstate.wa.gov/corps/).
3. **Minimum Qualifications:** Provide information that clearly lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination that 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.

Firm Qualifications: Prime Consultant firm must demonstrate that they have a minimum of Five years continuous experience with Wellness Programs during which time the services similar to those described in Section 5 – Scope of Work have been among the primary business services offered by the firm.

Firm References: Prime consultant must provide at least two business references from firms for whom they have done work similar to that described in Section 5 – Scope of Work.

Firm Experience: Prime consultant must demonstrate that they have successfully performed at least two contracts with a public or private agency of similar size and/or line of business to Seattle City Light with services similar to those expect by Seattle City Light for this contract. The following types of examples would be helpful; demo webpage samples or screen shots, samples from campaigns delivered in the program, average percentage of participation in those programs **(See Section 5 – Scope of Work)**.

4. **Mandatory Proposal Response:** This document provides the details for your response to the proposal request in this RFP and shows exactly how your firm meets or exceeds these needs.
Proposal: Provide a proposal for the 2013 Employee Wellness Program Proposal as described in Section 5 – Scope of Work not to exceed the One Hundred Thousand Dollar budget for this Wellness Program.
5. **Mandatory - Consultant Questionnaire: Submit the following form with your proposal package.** Be sure to submit this, even if you have sent one in to the City on previous solicitations or contracts. **(See Attachment Section for Consultant Questionnaire)**

Solicitation Package Checklist.

The RFP response should be packaged with each of the following documents. This list is for the convenience of consultants, to assist with quality control before submittal of your final package. Addenda may change this list; be sure to check any final instructions:

1. Letter of Interest (optional)
2. Proof of Legal Name
3. Minimum Qualifications Sheet
4. Proposal Response (see Response Format Section, above).
5. Consultant Questionnaire (see Attached Form).

9. Selection Process.

9.1 Initial Screening: The Procurement and Contracting Contract Administrator will 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, Minimum Qualifications, responsive 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 specified below. Responses will be evaluated and ranked or scored.

Evaluation Criteria:

Criteria Category	Percentage
Experience and resources to effectively deliver on-line employee wellness program	40%
Experience with Utility or comparable Wellness Program delivery	20%
Cost Proposal	10%
References	10%
Wellness Program Proposal	20%
Total	100%

9.3 Interviews: The City may 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 proposal submittals. Consultants invited to interview are to bring the assigned Project Manager that has been named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. 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 City Project Manager.

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

9.5 Selection: The City shall select the highest ranked Proposer(s) for award.

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).

Pricing Proposal will include the following:

The schedule of fees, including:

- Personnel hourly rates (with overhead and profit included). Hourly rates for key personnel identified in this proposal must be included.
- Proposed provisional overhead and profit rates; materials; travel costs; equipment usage charges (rate and total cost).

Additional Information that may be requested from firm during contract negotiations:

- Copy of your firm's overhead schedule for 2011 (which will be unaudited);
- Copies of your firms' FAR audited overhead schedules for 2009 and 2010 (these audited schedules can come from WSDOT, DCAA or Independent Auditors).

Please note that the City may request additional information regarding subconsultant rates and charges during contract negotiations.

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 that were active at that step in the process. In such event, 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 it decides no proposals meet its requirements.

9.8 Points of Clarification: Throughout the evaluation process, the City reserves the right to seek clarifications from any Proposer.

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

10. Award and Contract Execution.

The Solicitation Contact intends to provide written notice to all Consultants responding to the Solicitation.

Protests to Seattle City Light.

Interested parties that wish to protest any aspect of this RFP selection process are to provide written notice to the Seattle City Light Procurement and Contracting Office, Attention: Kimberly Rayray for this solicitation.

Debriefs.

For a debrief, contact the City Project Manager.

Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive a call from the Project Manager after award decisions are made by the City. The successful consultant and Project Manager will review the scope of work and agree on a scope of work for the project. The successful consultant shall submit a final cost proposal based on the agreed upon scope of work for review by the Project Manager, and the Seattle City Light Procurement and Contracting Contract Administrator.

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 City requirements to execute a contract. Consultants are encouraged to prepare these documents as soon as 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. **(See Attachment Section).**

Attachments

Attachment #1: Insurance Requirements

No proof of insurance is required.

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

Attachment #2: Consultant Agreement Boilerplate

Attachment #3: City Ethical Standards Brochure

Attachment #4: Seattle Business License Application and License Information

Attachment #5: Taxpayer W-9 Form

Attachment #6: Consultant Questionnaire