



City of Seattle

REQUEST FOR PROPOSALS CONSULTANT CONTRACT

FAS 2020-004 CITY OF SEATTLE DISPARITY STUDY

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	March 6, 2020
Optional Pre-Proposal Conferences	March 30, 2020 at 2:00 p.m. PDT Join Skype Meeting Join by phone: 206-386-1200,,684094# (US) English (United States) 844-386-1200,,684094# (US) English (United States) Conference ID: 684094 *Additional Pre-Proposal Conference will be announced by addendum
Deadline for Questions	June 19, 2020 at 3:00 p.m. PDT
Response Deadline (proposals submitted online)	July 8, 2020 by 3:00 p.m. PDT
Interviews, if needed	End of May*
Contract Execution and Notice-To-Proceed	July 2020*

**These are estimated dates.*

Procurement Contact: Steven Larson, Steven.Larson@Seattle.gov

The Procurement Contact is the only City representative designated to speak on behalf of the City regarding this request for proposals until award is complete. Unless otherwise authorized in writing by the Procurement Contact, any Proposer contacting other City officials or employees for information about this request for proposals does so at that Proposer's own risk. The City is not bound by information provided outside the solicitation process by any person other than the Procurement Contact.

Table 2: Proposal Submission Address

We must receive your submission electronically by the time and date on page 1 unless amended by Addendum.

Electronic Delivery (required)
Upload at https://cityofseattle.bonfirehub.com/opportunities/20055

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1. Purpose and Background.

A. Purpose Statement

The City of Seattle (“City”), through the Finance and Administrative Services department, seeks proposals from qualified firms to conduct a disparity study of the City’s contractual awards for goods, services (professional and general), and public works construction within the City’s relevant marketplace. The City seeks proposals from individuals/firms/organizations with relevant experience and expertise in conducting comparable studies of discrimination and disparities in contracting and procurement.

B. Background Statement

It is the City’s goal to provide the maximum practicable opportunity for increased participation by minority- and women-owned and controlled businesses, as long as such businesses are underrepresented, and to ensure that City contracting practices do not support discrimination in employment and services when the City procures public works, goods, and services from the private sector.

As further described in Section 3 below, the City seeks a fourth generation disparity analysis that will (i) analyze utilization of WMBEs in City contracts based upon the availability and utilization of ready, willing, and able WMBEs in the City’s relevant market area over a five year period, (ii) evaluate the procurement and contracting practices of the City and identify barriers or impediments to the utilization of WMBE firms, (iii) evaluate the success of the City’s current WMBE aspirational programs in remedying identified barriers, and (iv) make recommendations as to how the City can lawfully improve its contracting practices to be more inclusive of WMBEs, taking into consideration the requirements of applicable laws, including but not limited to SMC 20.42 and RCW 49.60.400. Additionally, the City requires a disparity analysis that is consistent with standards established by courts in cases such as *Associated General Contractors of America, San Diego Chapter, Inc. v. California Dept. of Transp.*, 713 F.3d 1187 (2013) and *J.A. Croson v. City of Richmond*.

C. Abbreviations & Definitions

Table 3: Abbreviations & Definitions

Term	Description
MBE:	“Minority Business Enterprise” - At least 51% owned by one or more individuals who are members of a recognized racial/ethnic minority group
MBE-A:	At least 51% owned by one or more Asian, Native Hawaiian or Pacific Islander individual(s)
MBE-B:	At least 51% owned by one or more Black or African American individual(s)
MBE-H:	At least 51% owned by one or more Hispanic or Latino individual(s)

MBE-N:	At least 51% owned by one or more Native American or Alaska Native individual(s)
WBE:	At least 51% owned by one or more women
WBE-W:	At least 51% owned by one or more white women
MWBE: (aka WMBE):	At least 51% owned by minority women; firms owned by women that are also part of a racial/ethnic minority group are counted in this MBE category.
CBE:	50% owned by minority men and 50% owned by non-minority women
OBD:	City of Seattle’s Online Business Directory
OMWBE:	Washington State Office of Minority & Women’s Business Enterprises
SBE	Small business enterprise, as defined by the Small Business Administration
DBE	Disadvantaged Business Enterprise, certification available through OMWBE and used on City of Seattle contracts with federal aid from USDOT (FHWA or FTA)
Competitive Exception	The method of payment for the purchase of goods or services for which competitive bidding is waived per Director’s Rule FAS-01-15.
Marketplace Disequilibrium	Exogenous shocks or market interventions that affect the normal operations of local markets. Examples include government shutdowns, stay-at-home mandates, hurricanes, earthquakes, volcano eruptions, or civil disorders.
Fourth Generation Disparity Study	A fourth generation disparity study is a study that goes beyond availability, utilization, and the establishment of a disparity. It determines the existence and extent of any active or passive discrimination in relevant public or private markets and examines whether there is a causal relationship between any observed disparities in availability and utilization and measured discrimination.

D. Washington State Law

I-200

The State of Washington passed initiative 200, codified as RCW 49.60.400, which prohibits the state from discriminating against, or granting preferential treatment to, “any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education or public contracting.” The Initiative also provides an exception for actions “that must be taken to establish or maintain eligibility for any federal program, if ineligibility would result in a loss

of federal funds to the state.” (<http://app.leg.wa.gov/RCW/default.aspx?cite=49.60.400>). The statute does not define ‘preferential treatment’ but the Washington State Supreme Court has provided some guidance. See *Parents Involved in Community Schools v. Seattle School District No. 1*, 149 Wn.2d 660, 72. P.3d 151 (2003); see also Washington State Attorney General Opinion 2017, No. 2.

E. General Overview of City of Seattle Contracting and Equity Programs

City of Seattle Organizational Structure

The City of Seattle consists of approximately 40 departments and/or offices. The majority of the City’s spend occurs from the following four capital departments: Finance & Administration Services (FAS), Seattle City Light (SCL), Seattle Public Utilities (SPU), and the Seattle Department of Transportation (SDOT). These capital departments account for approximately 75% of the City of Seattle contracting dollars spent. Other capital departments with substantial spend include, but are not limited to Seattle Center, Seattle Public Library, and Seattle Parks & Recreation.

In accordance with Seattle Municipal Code, Chapter 3.39, FAS is the centralized administrator for the contracting processes for all public works projects and is the City’s centralized administrator for purchasing, with the exception of purchasing transactions falling below the competitive threshold of \$54,000, which City departments have delegated authority to administer. Each City department is authorized to administer its own contracting processes for professional services/consultant contracts, consistent with Seattle Municipal Code.

Spend Categories

The City’s procurement activity is generally categorized into the following three areas:

Public Works:

Public Works as defined under State law, RCW 39.04.010.

Purchasing:

City purchasing through competitive processes established under SMC 20.60 for goods, products, supplies, materials, equipment, and services that are not consultant services as defined by SMC 20.50.

Consultant Services:

City consultant contracting activity includes agreements for professional services that provide the City with specific expertise and advice as defined by SMC 20.50.010.

Table 4: City of Seattle Competitive Thresholds by Contract Type

<i>Contract Type</i>	<i>Description/Thresholds</i>	<i>Code/Law</i>
<i>Architectural and Engineering Services (also processed under</i>	State law guides selection of architects and engineers based on qualifications (see RCW 39.80). Per RCW, price may not be a consideration in the selection process.	<i>RCW 39.80</i>

<i>consultant contract definition)</i>		
<i>Consultant Contracts</i>	<p>This section does not apply to architect and engineering selection processes.</p> <ul style="list-style-type: none"> • Direct selection is allowed for projects under \$54,000. • Contracts above \$54,000 require competitive solicitation or selection from the Consultant Roster. • Consultant Roster may be used for projects under \$322,000. Total value including amendments must remain under \$403,000. • Departments may invite one or more Consultant Roster firms to compete or simply select one firm. <p>Departments may contract with a roster firm multiple times as long as the total value of all such department contracts remain less than \$644,000 per year per category.</p>	<i>SMC 20.50.110</i>
<i>Purchasing</i>	<ul style="list-style-type: none"> • Blanket contracts must be used if available and appropriate. • If no blanket contract exists, Department may expend up to \$8,000 (excluding sales tax and freight) without competition. • For acquisitions above \$8,000 with a total anticipated spend under \$54,000, obtain three quotes. <p>Acquisitions above \$54,000 require formal bids through Purchasing and Contracting.</p>	<i>SMC 20.60.116, SMCE 20.60.112, SMC 20.60.106</i>
<i>Public Works</i>	<p>Except for small public works/maintenance services valued under \$8,000, public works contracts must be awarded following competitive bid or authorized alternative procurement method. The following types of public works contracts are let through the issuance of work orders or task orders</p> <ul style="list-style-type: none"> • Job Order Contract work orders --\$500,000 per work order • Unit Price Delivery Contract Task Orders previously bid 	<i>RCW 39.04, RCW 39.10, RCW 39.10.420, RCW 35.22.620, SMC 20.48</i>

The City of Seattle has a WMBE Program requiring Bidders and Proposers to make good faith affirmative efforts to solicit and seek to include WMBE firms in responding to City of Seattle solicitations, and to make good faith affirmative efforts to subcontract with WMBE firms, consistent with [Seattle Municipal Code \(SMC\) 20.42](#).

Purchasing and Contracting, a division of the Finance and Administrative Service department, administers many of the programmatic requirements of the City's WMBE program, having authority under SMC 20.42 to design, update, monitor, and enforce the WMBE program and policies for the City and all departments. Purchasing and Contracting directly manages the aspirational WMBE requirements on the City's public works construction projects and works with City departments in managing any aspirational WMBE provisions included on larger purchasing contracts procured through Purchasing and Contracting processes. City departments are responsible for managing WMBE program requirements on their own consultant contracts, including outreach and data tracking. For more information refer to [Seattle Municipal Code \(SMC\) 20.42](#) or the [City WMBE webpage](#).

Obtaining WMBE Status

To be recognized as a WMBE with the City of Seattle, firms may be certified through the [State of Washington Office of Minority and Woman Business Enterprises \(OMWBE\)](#) or may self-identify as a WMBE in the [City of Seattle Online Business Directory \(OBD\)](#), consistent with the definition of WMBE in SMC 20.42. The City of Seattle does not certify any firm self-identifying as a WMBE. OMWBE is the sole certifying entity of minority- and women-owned businesses for the State of Washington.

Contracting Data and Reporting of City WMBE Spend

The City of Seattle produces WMBE spend reports for Purchasing, Consultant, and Public Works. The WMBE report uses data from the City's Online Business Directory (OBD) to determine WMBE status. The WMBE status information for each firm is imported into the City's financial management software system, PeopleSoft 9.2 (PS 9.2) as firms enter into City contracts.

The sources for payment information and reporting for purchasing and consultant contracting spend are PS 9.2 and another software system, B2GNow. For consulting and purchasing WMBE utilization reporting, the entire dollar value of the contract is counted per the WMBE status of the prime contractor.

B2GNow allows the City to track and report out on payments and WMBE spend for both the prime contractor and its subcontractors. B2GNow has been used for public works contract monitoring since 2014. The City made the system available for departments to monitor their consultant contracts including WMBE subcontracting commitments starting in 2016 with a staggered adoption by City departments starting with capital departments.

For the City of Seattle WMBE Program, WMBE performance metrics include spend from contract holders located anywhere in the country – there is no established data identifying a relevant marketplace.

For consultant and purchasing reporting, payment data in the City’s reporting of WMBE spend is categorized by the type of contract—and the contract/payment mechanisms unique to those areas as listed in Table 5 below. For reporting payments and WMBE spend on public works, the reporting is categorized only by one payment mechanism.

The City has other contract/payment mechanisms that are excluded for purposes of tracking WMBE spend, including transactions that fall within the City’s definitions for a competitive exception defined above.

Table 5: Contract Payment Types

Contract/Payment Type	Description
Blanket Contract	Any payment made to a Blanket Contract vendor for acquisition of goods and/or services.
Consultant Contract	Any payment made to a Consultant contracted without using the Consultant Roster procurement method.
Consultant Roster	Any payment made to a Consultant contracted using the Consultant Roster procurement method.
Direct Voucher	Any payment made utilizing the Direct Voucher (DV) delegated authority for purchase of small value items that are not available on Blanket Contracts and which do not exceed \$8,000, excluding tax, freight, or other charges, and which meet the other qualifying DV requirements.
Purchase Order	Any payment made through a Purchase Contract for acquisition of specific supplies, materials, equipment or services not available on Blanket Contracts or through a Direct Voucher.
Departmental Purchase Orders	All payments made under departmental purchase order.

For illustrative purposes, the City publishes its WMBE spend data on its [website](#).

Federal Funds in City of Seattle Contracting

The City also receives funding from the federal government, most commonly, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The City adopts Washington State Department of Transportation’s (WSDOT) DBE goals for projects that include FHWA funding.

The U.S. Department of Transportation requires recipients of FTA funding to develop and implement a DBE program to ensure nondiscrimination in the award of FTA-assisted projects. The City of Seattle

developed a DBE methodology and goal for the Federal Fiscal Year 2020 to 2022. The full methodology and goal calculations can be viewed here:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/FTA-DBE-methodology-goal-FFY-2020-2022-City-of-Seattle.pdf>.

2. Budget and Contract Term.

The City's anticipated budget for this work is up to \$800,000. The duration of contract is expected to be based on the time required for completion of the scope of work described in Section 3 but is anticipated to take no longer than 2 years – starting third quarter of 2020.

3. Scope of Work.

The Selected Consultant shall conduct a fourth generation disparity study that will (i) evaluate the procurement and contracting practices of the City and identify barriers or impediments to the utilization of WMBE firms, (ii) analyze utilization based upon the availability of ready, willing, and able WMBEs in the relevant market area, (iii) evaluate the success of the current WMBE Aspirational Program in remedying identified barriers, and (iv) if disparity is identified, make recommendations as to how the City can lawfully improve its contracting practices to be more inclusive of WMBEs, taking into consideration the requirements of applicable laws, including but not limited to SMC 20.42 and RCW 49.60.400.

The City desires to undertake all necessary and reasonable steps to lawfully ensure that WMBEs are afforded equitable opportunities to participate in local government contracting within the relevant marketplace from which the City routinely purchases significant quantities of goods and services. The City is interested in ensuring that its public contracting and purchasing funds are not spent in a manner that in any way contributes to, or perpetuates, the effects of marketplace discrimination.

Time frame for Analysis

The Disparity Study will be based on five years of historical data, from January 1, 2015 to December 31, 2019, plus data from the post-December 2019 era for measuring the impacts of Covid-19 and any other marketplace disequilibria. The Study will include statistical analysis, empirical evidence, and an assessment of any anecdotal and qualitative evidence of discrimination. Anecdotal evidence may include evidence of discrimination and other barriers to obtaining bonding, insurance, and financing which result in disparities in business formation, business opportunities, and earnings.

The Study will also quantify the magnitude of any differences between availability and contract participation of WMBEs both as prime contractors and subcontractors. The Disparity Study will include a statistically accurate, detailed, and comprehensive definition of the measures undertaken to calculate availability and utilization of WMBEs and will describe all methodologies used in detail.

Business Ownership Categories

In addition to the analysis of aggregate data, at a minimum the study should disaggregate the analysis by the subcategories below:

- Women
- Black / African American
- Hispanic / Latino
- Asian, Native Hawaiian or Pacific Islander
- Native American

The City also requests further disaggregation of the Women and the Asian, Native Hawaiian or Pacific Islander subcategories. Lastly, the selected Consultant should provide a brief feasibility analysis for supporting Veteran and LGBTQ firm’s participation in City contracting.

A. Work Elements Summary

The City expects the selected Consultant to include **five** work elements in performing the Disparity Study. The five elements are summarized below and are described in more detail in Exhibit A Scope of Work attached to this RFP. **Consultants are expected to detail how each element might be undertaken remotely.**

1. **Work Element I: Legal, Historical, and Institutional Background**

In performing Work Element I, the Consultant shall review and evaluate the historical contracting and procurement policies, procedures, and practices of the City during the relevant study period.

2. **Work Element II: Availability/Utilization Disparity Analysis**

In performing Work Element II, the Consultant will review all available data and reports from physical records and any computer data tracking systems to provide separate analyses of both the City’s utilization and the availability of WMBEs in the relevant geographic market area and to compare the utilization to the availability rates by race, ethnicity, gender, and certification status.

3. **Work Element III: Discrimination Analysis**

For Work Element III, the Consultant will produce quantitative and qualitative evidence to test rigorously whether any observed disparities found in Work Element II might be attributable to impermissible discrimination by the City or by contractors with whom the city contracts. **The Consultant shall propose a detailed methodology for collection of utilization data remotely or via techniques appropriate under CDC guidelines for work related activities.**

4. **Work Element IV: Marketplace Disequilibria Analyses**

The consultant shall explore innovative qualitative and quantitative methodologies and data collection techniques to assess the pertinent impacts of shocks, or other marketplace disequilibria, including but not limited to the effects of the Covid-19 Pandemic.

5. **Work Element V: Remedies**

If there is a finding that demonstrates disparity, the Consultant will produce a proposed methodology for the City to use in establishing WMBE goals such that the goals are logically and statistically related to the underlying availability of women and minority-owned business

enterprises. The Consultant will make recommendations for ways to address the disparity and shall detail any exceptions qualifications or caveats associated with market place disequilibria or shocks including but not limited to the Covid-19 pandemic.

4. Contract Modifications.

The City has uploaded to its procurement website Exhibit F – the City’s Standard Consultant agreement so that Proposers can be familiar with the contract terms and the non-negotiable terms (see next paragraph) before submitting a proposal. Any questions about the City’s contract should be made in advance of submittal.

If a Consultant seeks to modify any of the contract terms, the Consultant must request that within the Proposal response by making an “Exception”. The Consultant must review and identify the language in the City’s standard contract that the Consultant finds problematic, state the issue, and propose the language or contract modifications the Consultant is requesting. The City is not obligated to accept such contract modifications. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant’s Proposal as non-responsive. The City will not modify provisions related to: Prompt Pay, Equal Benefits, Audit (Review of Vendor Records), Social Equity Requirements, Proprietary and Confidential Information, or Debarment. Such Exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal, scope of work or contract terms to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the Exception process above.

5. 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.

5.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 5.23). For assistance, call Kjell Elmer at 206-727-8677.

5.2 Pre-Submittal Conferences

The City is offering two optional pre-submittal conferences at the times and dates on page 1. Proposers may attend in person or by Skype. Proposers are highly encouraged to participate but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and provides an opportunity to clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in the City’s evaluation of any protest filed regarding such items that were or should have been known and addressed as of this pre-proposal conference.

5.3 Questions

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

5.4 Changes to the RFP/RFQ

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

5.5 Receiving Addenda and/or Question and Answers

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

All submittals sent to the City may be considered to be made based upon the RFP and any addenda or notice from the City with or without specific confirmation from the Consultant that any and all addenda were received and incorporated into the response. However, the Project Manager reserves the right to reject any submittal that is not responsive to any Addenda that is critical to the project.

5.6 Proposal Submittal.

- a. Proposals must be uploaded, submitted and finalized to the City's procurement website at <https://cityofseattle.bonfirehub.com/opportunities/20055> no later than the date and time on page 1 except as revised by Addenda. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the response deadline to begin the uploading process and to finalize your submission.
- b. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Additional documents may be uploaded in the Additional Files slot of the Requested Information section.
- c. The submitter has full responsibility to ensure the response is officially submitted to the City's procurement website within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given a review of specific fact-based circumstances.

5.7 Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to respond in a manner 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 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 RFP 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.

5.8 Prohibited Contacts

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contact includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

5.9 License and Business Tax Requirements

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

Seattle Business Licensing and associated taxes

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. 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.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. 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.

5.10 No Guaranteed Utilization

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

5.11 Expansion Clause

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

Expansion for New Work not specified in the original RFP as intended work for the Agreement must comply with the following: (a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations as determined by the City in its discretion. 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.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

5.12 Effective Dates of Offer

Solicitation responses will be deemed 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.

5.13 Cost of Preparing Proposals

All submittals shall be at the proposer’s sole cost and expense. The City is not liable for costs incurred by the proposer to prepare, submit and present proposals, interviews and/or demonstrations.

5.14 Readability

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

5.15 Changes or Corrections to Proposal Submittal

Prior to the submittal due date, a Consultant may un-submit its proposal and modify the submission. No changes are allowed after the response deadline and time.

5.16 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 if a contract is awarded.

5.17 Withdrawal of Proposal

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

5.18 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, as the City determines in its discretion.

5.19 Incorporation of RFP and Proposal in Contract

This RFP 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.

5.20 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.

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.

5.21 Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

5.22 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 subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve

the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants 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.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#).

5.23 Insurance Requirements.

Any special insurance requirements are provided as a separate document in the Files Section. Provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

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.

5.24 Proprietary Materials

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 bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless 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://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive

notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by the City (see page 4 on the Consultant Questionnaire) 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 the Form. Only the specific records or portions of records properly listed on the Form 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 Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you 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.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the Proposer acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks Proposers and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of 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. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

5.25 Ethics Code

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.

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in depth explanation of the City’s Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

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 of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. 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.

Involvement of Current and Former City Employees

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

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.

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122 or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or polly.grow@seattle.gov.

5.26 Background Checks and Immigrant Status

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

5.27 Notification Requirements for Federal Immigration Enforcement Activities

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

6. Response Materials and Submittal.

Prepare your response as follows. Upload all required attachments to the Procurement website. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.

Name	Type	# Files	Requirement	Instructions
Inclusion Plan	File Type: Any	1	Required	
Vendor Questionnaire	File Type: Any	Multiple	Required	
Sample Disparity Study	File Type: Any	Multiple	Required	
Cost Proposal for FAS 2020-004 (BT-01MR)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Qualifications and Experience of the Organization, Key Staff and	File Type: Any	Multiple	Required	

Name	Type	# Files	Requirement	Instructions
Subconsultants Documents				
Proposed Plan Response	File Type: Any	Multiple	Required	
Standard Consultant Agreement with Red Lines	File Type: Word (.doc, .docx)	1	Optional	
Additional Documents	File Type: Any	Multiple	Optional	

7. Selection Process.

7.1 Initial Screening

The City will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits an Inclusion Plan, satisfactory financial responsibility and other elements are screened in the Initial Screening Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

7.2 Proposal Evaluation

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Evaluation Criteria:

Table 6: Evaluation Criteria

Experience & Qualifications of the Organization, Key Staff and Subconsultants	60 pts
Proposed Delivery of Services	80 pts
Cost Proposal	40 pts
Inclusion Plan	20 pts
Total	200 pts

7.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, final 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 key person(s) named by the Consultant in the Proposal and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact.

If Interviews are conducted, they will be worth 50 pts.

7.4 References

The City may also choose to contact one or more references. References will be used on a pass/fail basis. A negative reference may result in rejection of the Proposal as not responsible and Proposers receiving a failed reference may be disqualified from consideration. The City may use any former client, whether they have been submitted by the Proposer as references, and the City may choose to serve as a reference if the City has had former work or current work performed by the Consultant. Although the City anticipates completing reference checks at this point in the process, the Consultant Evaluation Committee may contact the references of the Proposers or other sources in addition to those specifically provided by the Proposer, at any time to assist the City in understanding performance on past projects.

7.5 Selection

The City, using a Consultant Evaluation Committee, shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable).

7.6 Contract Negotiations

The City may negotiate any aspect of the proposal or the solicitation as required to best meet the needs of the City with the apparent successful Proposer. The City will not modify provisions related to: Prompt Pay, Equal Benefits, Audit (Review of Vendor Records), Social Equity Requirements, Proprietary and Confidential Information, or Debarment. Such Exceptions would be summarily disregarded.

7.7 Right to Award to next ranked Consultant

If the City and the highest ranked proposer are unable to finalize a contract, or 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.

7.8 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.

8. Award and Contract Execution.

The Procurement Contact will provide timely notice of an intent to award to Proposers not previously eliminated in a previous round of evaluation.

8.1 Protests

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact and the Director of Purchasing and Contracting, Liz Alzeer.

8.2 Protests – Purchasing and Contracting

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> . 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.

8.3 Limited Debriefs

The City issues results and award decisions to Proposers still in consideration of award. The City provides debriefing on a limited basis for the purpose of allowing Proposers to understand how they may improve in future bidding opportunities.

8.4 Instructions to the Apparent Successful Consultant(s)

The Apparent Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact 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.

8.5 Checklist of Requirements 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.
- Evidence of Insurance (if required)
- Special Licenses (if any)

8.6 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: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

8.7 Insurance Requirements

Proof of insurance is required. Please see the Insurance Transmittal Form in the Documents Section on the Procurement Portal site for this solicitation.

8.8 Standard Consultant Contract Template

Please download the City's contract template for this solicitation from the Documents section on the solicitation's procurement portal site. If you have objections to the terms and conditions listed in the City's contract template, you must submit a redlined version of the document with your Proposal. The City is not obligated to accept such contract modifications. See Section 4 above for more information regarding Contract Negotiations.