



# City of Seattle

## REQUEST FOR PROPOSALS Consultant Contracting

Project Title: **Building Characteristics Audits 2012**

### Procurement Schedule

Table 1: Procurement Schedule

| Schedule of Events                     | Date                 |
|--|----------------------|
| RFP Release                            | October 24, 2012     |
| Deadline for Questions                 | October 30           |
| Responses to Questions                 | November 6           |
| Sealed Proposals Due to the City       | November 15, 4:00 pm |
| RFP Interviews                         | Week of November 26  |
| Announcement of Successful Proposer(s) | Week of December 3   |
| Contract Execution                     | Week of December 10  |

*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.*

### Procurement Contact

Project Manager: Wes Hoppler  
[Wes.hoppler@seattle.gov](mailto:Wes.hoppler@seattle.gov)  
206-386-4532

Table 2: Delivery Address

| Fed Ex & Hand Delivery - Physical Address   | US Post Office - Mailing Address  |
|---|---|
| Wes Hoppler<br>Office of Sustainability & Environment<br>Suite 2748<br>700 Fifth Avenue<br>Seattle, Washington, 98104 | Wes Hoppler<br>Office of Sustainability & Environment<br>Seattle Municipal Tower<br>P.O. Box 94729<br>Seattle, Washington, 98124-4729 |

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

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

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## 1. Purpose and Background.

The purpose of this RFP is to select a qualified consultant to assist the City of Seattle to better understand the nature of its building stock and the associated resource use through the collection of building characteristics on approximately 30 to 50 City-owned buildings.

The City of Seattle is committed to reducing the resource impacts of buildings it owns. The results of these audits will aid in guiding the City's resource conservation efforts.

## 2. Period of Performance.

The project is expected to begin in December 2012 and conclude by March 31, 2013.

## 3. Solicitation Objectives.

The goal of this work is to collect a consistent set of building characteristics for a modest subset of City buildings. These findings will enable further, in-depth assessments of resource conservation opportunities.

## 4. Minimum Qualifications.

The following are minimum qualifications that the Proposer must meet in order to be eligible to submit a Proposal. Responses must clearly demonstrate how the Proposer meets or exceeds these minimum qualifications. The selected Proposer should possess the following qualifications and characteristics at the time of appointment and throughout his or her term. Responses that do not clearly address these minimum qualifications will be rejected by the City without further consideration:

- Expertise in management of field data collection projects.
- Experience and expertise in conducting building characteristics audits.
- Expertise and experience in preliminary identification of energy and water conservation opportunities in buildings.

## 5. Scope of Work.

The consultant will conduct building characteristic audits on selected City-owned buildings.

The City of Seattle has in excess of 800 building among its various departments. These range from small site specific storage buildings of less than 200 square feet to a high rise office tower in excess of 1 million square feet. The City's total portfolio encompasses approximately 10 million square feet. Buildings include fairly common commercial space types such as office, warehouse, and, repair/shop spaces. Other buildings have a more municipal specific function including fire stations, police precincts, branch libraries and community centers.

The primary focus of this data collection effort is buildings in the 5,000 to 50,000 square foot range, although some buildings outside this range might be included in the final list of buildings selected for this effort.

As a point of reference, typical values for some of the municipal specific building types are as follows:

|                     | Typical      | Range                  |
|---------------------|--------------|------------------------|
| Fire stations –     | 6,500 Sq Ft  | 4,000 – 22,000 Sq. Ft. |
| Community Centers – | 11,500 Sq Ft | 5,000 – 50,000 Sq. Ft. |
| Branch Libraries –  | 10,000 Sq Ft | 2,000 – 25,000 Sq. Ft. |

Facilities to be audited will not include, the Seattle Municipal Tower, any structures at Woodland Park Zoo, electrical substations, municipal water supply pumping stations, waste water lift stations or water treatment plants.

The final list of buildings to be audited will be determined after finalization of pricing for the services contracted for as a result of this RFP, and budgetary considerations as noted in Section 8 - Response.

The consultant will work with the City to finalize the draft Data Collection Protocol, attached as Appendix A, by proposing enhancements and/or simplifications they believe will be of benefit to this project and the City. The City will then adopt a final Data Collection Protocol, and data collection by the consultant will be as per the final Data Collection Protocol. The effort required by the consultant for data collection is not expected to be materially different under the final versus draft Data Collection Protocols.

Data collection consistency is a priority and the actual number of auditors should be limited to a maximum of 2 for this reason.

Based on observed conditions and characteristics at the audited buildings, auditors will make a preliminary list of candidate resource conservation measures for the City to evaluate.

Consultant will process field data collection forms, resolve data issues and provide the City with collected characteristics in electronic (Excel) and hardcopy (original field data collection sheets) formats.

Consultant will produce a brief report covering data collection and characteristic interpretation issues experienced during this effort.

#### **Task 1: Finalization of Data Collection Protocol**

The consultant will review the draft Data Collection Protocol. The consultant will make proposals that may either enhance or simplify the draft Data Collection Protocol and seek clarity on any issues of uncertainty. The City will provide guidance to resolve any questions or areas of uncertainty. The City will finalize the Data Collection Protocol, adopting any

recommended enhancements or simplifications that it believes will be of benefit to the City or project.

Deliverables: Punch list of areas of uncertainty with draft Data Collection Protocol.  
List of proposed edits to draft Data Collection Protocol.

### **Task 2: Data Collection and Processing.**

Schedule site visits for buildings on the finalized list of City buildings to be audited. (Contractor will be provided with facility contact information.)  
Conduct Characteristic Audits per final Data Collection Protocol.  
For each facility audited, make a preliminary list of candidate resource conservation measures for the City to evaluate.  
Resolve issues with data arising from note clarity, field interpretation and internal consistency and key data into a suitable Excel spreadsheet.

Deliverables: Original, corrected, field collection worksheets. Electronic copy of Excel spreadsheet reflecting audit data collection and facility specific list of resource conservation measures.

**Comment [A1]:** original and corrected?

### **Task 3: Generate Final Report**

Generate a draft report outlining:

1. Any data collection and interpretation issues experienced during this effort.
2. A brief summary of the character of the audited buildings based on the audit results.
3. A summary of the preliminary recommendations of resource conservation measures for further evaluation. (This section of the report is expected to be one to three pages. )

Submit a Draft Report for review by the City.

Incorporate City provided feedback on Draft Report into Final Report.

Deliverables: Draft Report and Final Report.

## **6. Contract Modifications**

The City consultant contract is provided (see Attachments Section).

The City has attached its boilerplate contract terms with this solicitation to allow Proposers an opportunity to be familiar with boilerplate, and all non-negotiable terms prior to investing time into submitting a proposal. Any questions about the City's Contract boilerplate should be made prior to the end of the question period.

If a Consultant seeks to modify the Contract, the Consultant must submit a request with their Proposal taking an "Exception". The Consultant must provide a revised version that clearly shows their proposed alternative contract language. The City is not obligated to accept any modifications proposed by the Consultant. 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 cannot modify provisions mandated by Federal, State or City law. This specifically includes, but is not necessarily limited to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment. Exceptions to those provisions will be summarily disregarded. In addition, City administration cannot agree to any form of mutual indemnification.

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

## **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 Project Manager at any time until the deadline stated on page 1. The City prefers questions be through e-mail to the City Project Manager. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

### **7.4 Changes to the RFP/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 Project Manager Addenda and shall become part of this RFP and included as part of the Contract.

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

It is the obligation and responsibility of the Consultant to learn of addendums, responses, or notices issued by the City.

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 Project Manager. The Project Manager may reject the submittal if it does not fully incorporate an Addendum.

### **7.6 Proposal Submittal.**

- a. Proposals must be received into the City no later than the date and time given on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially. The format should follow closely that requested in this RFP.

- c. The City has 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.

#### **Submittal.**

Submit three hard 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 Project Manager's Name and RFQPA title. If submittals are not clearly marked, the Proposer has all risks of the RFQPA being misplaced and not properly delivered.
- b. The RFP A Submittal may be hand-delivered or must otherwise be received by the Project Manager 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, you are to use fully 100% recycled stock. Such binders are available from Keeney's Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.

#### **7.7 License and Business Tax Requirements.**

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](mailto: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.



**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/RFQ 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 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/RFQ.

#### **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/RFQ and Proposal in Contract.**

This RFP/RFQ 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 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 Vendor 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.**

It is the policy of the City, as directed through Mayor's Executive Order and City ordinance to provide the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. The City requires all proposers agree to SMC Chapter 20.42, and requires proposers to seek meaningful subcontracting opportunities and supply a plan for including minority- and women-owned firms.

The solicitation requires you to submit an **Inclusion Plan**, which will be 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 when applicable. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use whatever selection methods and strategies the Consultant finds effective for successful WMBE participation. At the request of the City, Consultants must furnish evidence of the Consultant's compliance, including documentation such as copies of agreements with WMBE subcontractor 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 City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, 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 resolicitation. 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](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](mailto:wayne.barnett@seattle.gov) or staff members Kate Flack, [kate.flack@seattle.gov](mailto:kate.flack@seattle.gov) and Mardie Holden, [mardie.holden@seattle.gov](mailto:mardie.holden@seattle.gov)).



contractor-vendorbr  
ochure[1].pdf

### 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.

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.

### The Proposer shall submit the following:

- **Proposal Cover Page:** Must include the following information in your cover page:
  - 1) Name of Proposer
  - 2) Address and Phone
  - 3) Contact Person (include phone number and email address)
  - 4) Proposer contact information if different than above Contact Person (include phone number and email address)
  
- **Cover Letter**
  
- **Proposal Response:**
  - 1) **Experience:** Provide a brief description of your project team including experience with Building audit projects as referenced in the MINIMUM QUALIFICATIONS section of this RFP. As part of this description, please include:
    - Project team resumes as well as one paragraph about each team member that describes their experience in terms of contributions to similar work as described in the Statement of Work and Specifications. Limit resumes to two pages.
    - Please describe at least two and not more than four relevant projects that team members have undertaken including a brief description of the project, its objectives, deliverables, and budget. Limit to not more than 1 page per example.
  - 2) **Approach & Timeline:** Describe your approach to the Scope of Work. Indicate the team leader and members responsible for each task. Describe any particular methods you propose to use. The timeline should assume the project begins in December and concludes no later than March 31, 2013. Limit 5 pages.

The proposer should use the following periods and assumptions to create a time line:

    - Start
    - Data Collection Protocol finalization
    - Data collection, assuming 35 buildings
    - Data processing
    - Draft report generation
    - Corrections and revisions
    - Final Report and Data Spreadsheet
  - 3) **Budget:** Provide a pricing proposal based on the size and number of buildings audited. Pricing should include all facets of the work: protocol finalization, auditing, data processing and reporting. Pricing proposal should take the form of :
  - 4)
    - a. X dollars per building (up to 10,000 Square Feet)

Plus

- b. X dollars for each additional full increment of 1,000 SF over 10,000

The budget proposal should also address the value of plans being made available for the buildings to be audited and should be expressed as a potential reduction to a) or a) and b) above.

The total budget for the contract that follows from this RFP will not exceed \$70,000.

- **References:** Please provide three references (with name, title, address and phone number) who can speak to you or your firm's ability to provide the services as defined in this RFP. Include a brief statement describing the relationship between you or your firm and the reference. The City may go beyond these references and seek additional references from people who have experience with your firm.

- **Additional submittals**

- 1) **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/>).

- 2) **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.



Vendor  
Questionnaire 12-10-

- 3) **Mandatory – Contract Exceptions:** This submittal details any "Exceptions" you request to the City contract boilerplate, following all the limits provided in Section 7 of the RFP.

## Procurement Package Checklist.

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

- 1) Vendor Questionnaire (see Embedded Form).
- 2) Proof of Legal Name
- 3) Contract Exceptions
- 4) Proposal Response (see Proposal Response Section, above).

## 9. Selection Process.

**9.1 Initial Screening:** The Project Manager shall 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:**

|               |      |
|---------------|------|
| Experience    | 50%  |
| Approach      | 15%  |
| Cost Proposal | 35%  |
| 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).

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

**9.7 Repeat of Evaluation:** If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals 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 Project Manager intends to provide written notice of the intention to award in a timely manner and to all Consultants responding to the Solicitation.

### Protests to Project Manager.

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

#### **Protests – City Purchasing and Contracting Services.**

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

#### **Debriefs.**

For a debrief, contact the City Project Manager.

#### **Instructions to the Apparently Successful Consultant(s).**

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Project Manager after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

#### **Checklist of Final Submittals Prior to Award.**

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents 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.



w9 2011.pdf

## **Attachments**

For convenience, the following documents have been embedded in Icon form within this document. To open, double click on Icon.

#### **Attachment #1: Insurance Requirements**

- X No proof of insurance is required.  
Proof of insurance is required, see the embedded requirements below.

#### **Attachment #2: Consultant Contract**



Adopted 4-12-11  
Agreement.doc

