



**2021-2022 Transportation Network Company (TNC)
Driver Resolution Center (DRC)
RFP Terms and Procedures**

A. Contract Boilerplate

The selected fund recipient(s) will enter a contract that identifies agreed-upon services and required reporting. The contract will also mandate that DRC services must be conducted in compliance with the Transportation Network Company Drivers Deactivation Rights Ordinance ([SMC 14.32](#)) and corresponding final administrative rules (Seattle Human Rights Rules Chapter 200). The City has attached its boilerplate contract terms so Applicants can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

If an Applicant seeks to modify the Contract, the Applicant must request that within their Proposal response as taking an "Exception". The Applicant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If an Applicant requests Exceptions that materially change the character of the contract, the City may reject the Applicant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law, including but not limited to: Equal Benefits, Audit (Review of Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification, and Seattle Municipal Code 14.32. Such Exceptions would be summarily disregarded. Although the City may open discussions with the highest ranked apparent successful Applicant to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the Applicant through the exception process above.

B. 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.

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 organizations to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

2. Changes to the RFP

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.

3. Receiving Addenda and or Questions and Answers

It is the obligation and responsibility of the Applicant 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 compliant with or without specific confirmation from the Applicant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

4. Proposal Submittal

- a. Proposals must be received by the City no later than the date and time listed on the RFP Guidelines, unless and except as revised by Addenda.
- b. All pages are to be numbered sequentially and follow the requested formats.
- c. The City has page limits specified in the RFP Guidelines. Any pages that exceed the page limit will not be considered in the evaluation.
- d. The Applicant is fully responsible for ensuring timely submission. A submission delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

5. Applicant Responsibility to Provide Full Response

It is the Applicant's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Applicant is to provide all requested materials, forms and information. The Applicant must ensure the submission properly and accurately reflect the Applicant's offering. During scoring and evaluation, the City will rely upon the submitted materials and shall not accept materials from the Applicant 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 Applicant but are known to the City, or past City experience with the Applicant), or to seek clarifications as needed.

6. Prohibited Contacts

Applicants shall not interfere in any way to discourage other potential or prospective applicants 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 Applicant or another person acting on behalf of the Applicant) to a likely organization 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 Applicant that initiates such contacts may be rejected from the process.

7. License and Business Tax Requirements

The Applicant must meet all applicable licensing requirements immediately after contract award or the City may reject the Applicant. 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. The City provides a Consultant Questionnaire Form in the notice of Intent to Award package items later in this Attachment, 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 Applicant and not charged separately to the City.
- e. The Apparent Successful Applicant must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code. 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 online here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help online here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. 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 Applicant 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.

8. 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, proof of that exemption must be submitted 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 Applicant 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.

9. Federal Excise Tax

The City is exempt from Federal Excise Tax.

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 Applicant 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 Applicant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

11. Expansion Clause

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

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Applicant 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 required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

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

12. Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Applicants 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 Checklist of Requirements Prior to Contract Execution listed below includes materials to designate your equal benefits status.

13. Insurance Requirements

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Applicant must promptly provide proof of insurance to the City upon receipt of the notice of Intent to Award.

Applicants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Applicant is selected as a finalist. Applicants may elect to provide the requested insurance documents within their Proposal.

14. Proprietary Materials

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 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).

Applicants 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 bid/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 Applicant acknowledges this obligation; the Applicant also acknowledges that the City will have no obligation or liability to the Applicant if the records are disclosed.

Requesting Disclosure of Public Records

The City asks Applicants 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>.

15. Ethics Code

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

Applicants/Contractors 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 Applicant/Contractor. 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 Applicants/Contractors.

Involvement of Current and Former City Employees

The Consultant Questionnaire within the notice of Intent to Award package of 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.

Contract Workers with over 1,000 Hours

The Ethics Code applies to Contractor 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 Applicant/Contractor is to be aware and familiar with the Ethics Code accordingly.

No Conflict of Interest

Applicant/Contractor (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 Applicant/Contractor 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.

16. 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>.

17. 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, contractors 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 Contractor 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 Contractor on how to proceed.

C. Award Notification and Contract Execution

The City will provide timely notice to all Applicants responding to the Solicitation.

1. Protests – RFP Selection

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the RFP Coordinator.

2. Protests – City Purchasing and Contracting Services

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. 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 Applicants have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

3. Limited Debriefs

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

4. Instructions to the Apparently Successful Applicant

The Apparently Successful Applicant will receive an Intent to Award Letter from the RFP Coordinator 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 Apparently Successful Applicant 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 Apparently Successful Applicant fails to execute the contract with all documents within the ten (10) day timeframe, the City may cancel the award and proceed to the next ranked Applicant, 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.

5. Checklist of Requirements Prior to Contract Execution

The Apparently Successful Applicant should anticipate that the Intent to Award Letter will require at least the following. Applicants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- a. Registration with the Washington Secretary of State as a private non-profit corporation in the State of Washington and must have been granted 501(C) (3) tax exempt status by the United States Internal Revenue Service, the applicant's 501(C) (3) status must be in good standing and must not have been revoked in the previous calendar year.
- b. Consultant Questionnaire will be required, even if you have sent one in to the City for previous awards:
<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>
- c. Proof of Legal Business Name – Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>
- d. Seattle Business License is current and all taxes due have been paid.
- e. State of Washington Business License.
- f. Evidence of Insurance – Proof of insurance is required, link to Insurance Transmittal Form:
<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx>
- g. Women and Minority Subcontracting (as applicable) – The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. The Apparently Successful Applicant must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City will require 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 Apparently Successful Applicant before contract execution. The Apparently Successful Applicant should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, the Apparently Successful Applicant must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The Apparently Successful Applicant 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](#).

For assistance in completing the WMBE Inclusion Plan, contact Miguel Beltran at:
Miguel.Beltran@Seattle.gov or 206-684-4525.
- h. Special Licenses (if any)

6. Taxpayer Identification Number and W-9

Unless the Apparently Successful Applicant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Apparently Successful Applicant must execute and submit this form prior to the contract execution date.

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