 **City of Seattle**

**REQUEST FOR PROPOSALS**

**REQUEST FOR QUALIFICATIONS**

***Note to department:*** *Select one title above but don’t use both.* *The RFQ/RFP Step-by-Step planner is provided for your convenience:* [*http://inweb/Contracting/docs/ccRFPRFQProjectPlan.docx*](http://inweb/Contracting/docs/ccRFPRFQProjectPlan.docx)

*RFQ: scope of work is well defined, soliciting qualifications only*

*RFP: soliciting for qualifications and proposed method or alternative approach*

*RCW 39.80 governs selection of Architects and Engineers (A&E), including land survey and landscaping architectural services; and requires selection on qualifications only, prohibiting requests for pricing/costs until after selection. Title this a Request For Qualifications (RFQ) for qualification-based selection or a Request For Proposal (RFP) if you also seek a proposed project approach and pricing.  Regardless, do not request pricing for Work requiring a licensed Architect or Engineer.*

**Delete this box when done**

**Consultant Contract**

**Project Title:**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release |  |
| Optional/Mandatory [select one] Pre-Submittal Conference  **[Enter the location]** |  |
| Deadline for Questions |  |
| Response Deadline |  |
| Interviews |  |
| Announcement of Successful Proposer(s) |  |
| Anticipated Negotiation Schedule |  |
| Contract Execution |  |

*The City reserves the right to modify this.*

*Changes will be posted on the City website or as otherwise stated.*

**Procurement Contact Information**

Procurement Contact: insert name, title, e-mail, phone

Table 2: Delivery Address

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

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Division  INSERT  700 Fifth Avenue, Suite #XXXX  Seattle, Washington, 98104 | INSERT  Seattle Municipal Tower  P.O. Box INSERT  Seattle, Washington, 98124-XXXX |

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

**Table of Contents**

[1. Purpose and Background. 3](#_Toc441490207)

[2. Performance Schedule. 3](#_Toc441490208)

[3. Solicitation Objectives. 3](#_Toc441490209)

[4. Minimum Qualifications. 4](#_Toc441490210)

[5. Scope of Work. 4](#_Toc441490211)

[6. Contract Modifications. 5](#_Toc441490212)

[7. Procedures and Requirements. 6](#_Toc441490213)

[8. Response Materials and Submittal. 15](#_Toc441490214)

[9. Selection Process. 18](#_Toc441490215)

[10. Award and Contract Execution. 20](#_Toc441490216)

# Purpose and Background.

***Note to department:*** *Write and insert one or two paragraphs to help readers understand the basic purpose of this RFP/RFQ.*

*It is advisable to describe the funding source, budget, appropriation, any ordinance authorizations, etc. Our experience is that helps manage expectations and directs consultants towards a more useful submittal for your purposes.*

*The Daily Journal of Commerce (DJC) Ad is required by SMC 20.50.030 (B) to state: (1) general description, (2) department, (3) name and phone of department contact, (4) and statement that consultants are subject to laws and WMBE requirements.*

*In addition to advertising in the DJC, departments must send their ads and RFQ/RFP to CPCS for posting on the Consultant Connection. Send them to Carol Wong,* [*carol.wong@seattle.gov*](mailto:carol.wong@seattle.gov) *4-0444.*

*If Federal funds might be used, include ALL provisions required by the federal agency in this section. For FTA funded projects, you must include the following language in the introduction regarding the funding sources: This Contract is funded, in part, by the U.S. Department of Transportation, Federal Transit Administration and is subject to the requirements set forth by the FTA Master Agreement.*

*In addition, please be familiar with all the federal requirements as certain restrictions may apply. For instance, For FTA funded projects, advance payments are prohibited unless authorized by FTA and Time & material contracts are restricted. Also, other solicitation requirements apply that are more restrictive than City solicitation requirements. Special notification to federal agencies is required should a protest be filed for FTA funded projects. Review the Sidebar Supplement in the Guidelines for more information on FTA funded requirements. For other federal funding sources, read the grant and other federal resource information.*

**Delete this box when done.**

# Performance Schedule.

***Note to department:*** *The information you provide in this section should be brief and high-level. Specify whether this will be a multi-year/phase or on-call contract, and provide an estimated schedule for completed deliverables. Your contract should not be open-ended and should have an estimated schedule for when all work is to be completed, but you don’t need to provide a hard deadline or expiration date until the full Scope of Work (SOW) and schedule is actually known. This is true for complex, multi-year/phase contracts that do not have a finalized SOW or schedule ready at time of advertisement and/or contract execution*.

**Delete this box when done.**

# Solicitation Objectives.

***Note to department:*** List the objectives for your solicitation. Usually, you would have 3 – 5:

*Seeks a skilled Consultant available for immediate, on-call work that will reduce the cost, time and processes necessary to respond to urgent City needs, etc.*

The City expects to achieve the following outcomes through this consultant solicitation:

# Minimum Qualifications.

***Note to department:*** **Select Option 1 or 2 below and delete the other.** *Are there qualifications the Consultants must have to be even considered? These should ONLY be those that you will toss them out in full if they don’t have it. If none, delete the paragraph and say there aren’t any. Minimum qualifications can sometimes be important, such as a professional license. If you require a Minimum Qualification, ensure it is fair, appropriate and reasonable.*

*Consultants can protest these if they seem exclusionary and unnecessary.* In addition, some federal requirements may restrict or prohibit the use of such qualifications. Review the terms of the grant to ensure compliance with all such requirements. For instance, for FTA funded projects, the use of geographical preferences is prohibited or extremely limited under certain circumstances. See the Sidebar Supplement for more information.

*Minimum Qualifications are only for factual yes/no items which can be easily proven as a matter of fact and on the face of the RFP/RFQ response. These are NOT subjective such as “Company needs to be experienced” or “needs to have good references.” These are instead hard and fast criteria we check off “yes or no,” and we will toss them out without further consideration if they say no.*

*Samples of appropriate Minimum Qualifications:*

- Consultant must have a minimum of # years continuous experience during which the services have been the primary business service.

- Consultant must have successfully performed one contract with a public or private agency of similar size to the City of Seattle that has been active for a minimum of #-years, with services similar to those expected by the City for this contract.

- Consultant must have a local office within # miles of the greater Seattle area (important for on-call contracts and responsiveness).

**Delete this box when done.**

**Option 1** Minimum qualifications are required for a Consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

**Option 2** No minimum qualifications are required for a consultant to submit a proposal response.

# Scope of Work.

***Note to department:*** *Add a scope or description of services.* *SMC requires the scope to be detailed, which is appropriate for an RFQ, but it should not be overly prescriptive if you are using an RFP.*

*Describe the project, including any and all anticipated phases of work. If you need multiple phases but will only approve and cost-out one at the time of solicitation, still identify all the potential phases of work intended for the contract.*

*Describe any desirable qualifications and/or experience, all known deliverables, estimated project schedule, deadlines, timelines, and additional details (such as specific meetings they need to attend), etc.*

*If the project has out-of-scope items that are dependent on available funding and critical to the success of the project, clearly identify these items in the RFQ/RFP separately from the required SOW and performance schedule. Specify how you will incorporate these items into the contract if/when funding becomes available.*

*This information helps proposers prepare a response to best meet City needs.*

***Payment Card Industry (PCI):*** *All contracts for services, technology and infrastructure that touch credit card transactions must be procured through City Purchasing and Contracting Services (CPCS), irrespective of the payment method. Regardless of the acquisition dollar threshold, any initiative that touches credit or debit cards or credit cardholder data shall be subject to review and approval by the FAS Treasury Director, Teri Allen, prior to beginning procurement activities.*

***Non-Disclosure Agreements (NDA):*** *If the RFQ/RFP requires the proposer to have access to confidential or proprietary information or materials in order to submit a final proposal, the Procurement Contact must provide a NDA form for completion, signed and returned to the City prior to receiving such materials. In most cases, the City may provide these materials only to the highest ranking candidates.*

**Delete this box when done.**

# Contract Modifications.

***Note to department:******Select Options 1, 2 or 3 below and delete the others.*** **For A&E contracts, you must use Option 3 because of the requirements of RCW 39.80.** *The City Consultant Contract Form is attached. You have choices about the level of negotiation you wish to allow.*

*Option 1: The boilerplate is not open to negotiation.*

*Option 2: The boilerplate is open to negotiate, but Consultant must specify requested changes up-front and submit with their proposal. This helps you maintain control and leverage in negotiations.*

*Option 3: City will negotiate many aspects of the contract, and consultant need not identify the areas of concern in advance.*

**Delete this box when done.**

The City consultant contract is attached (See Attachments Section).

**Option 1**

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

**Option 2**

The City has attached its boilerplate contract terms so Proposers 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 a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an “Exception”. The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. 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: Equal Benefits, Audit (Review of Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

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 negotiation of modifications proposed by the consultant through the exception process above.

**Option 3**

The City has attached its boilerplate contract terms to allow Proposers to be familiar with boilerplate, and the non-negotiable terms before submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer. The City cannot modify contract provisions mandated by Federal, State or City law: to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

# Procedures and Requirements.

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

**7.1 Registration into 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 7.25). For assistance, call Julie Salinas at 206-684-0383.

## 7.2 Pre-Submittal Conference

***Note to department:*** ***Select OPTION 1 or 2 below and delete the other.*** *Offer a Pre-submittal Conference. It provides clarity to the consultant community, can raise important questions for you to consider, and provides protections during protests and disputes. A pre-submittal conference should be optional for Consultants to attend, but you can make it mandatory if essential.*

*For a mandatory pre-submittal conference, select the appropriate language below and delete the other paragraph. As a courtesy to the Consultant’s time and availability, the mandatory pre-submittal conference should be offered on two separate occasions to ensure maximum attendance, but not absolutely required.*

*A sign in sheet and Q&A should be posted after the conference.*

**Delete this box when done.**

## Option 1 - OPTIONAL

The City offers an optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

**Option 2 - MANDATORY**

The City requires a mandatory pre-submittal conference at the time, date and location specified on page 1. Proposers are required to attend the conference in order to be eligible to submit a proposal for this project. The meeting provides important details about the project that will only be shared and discussed at this meeting. Proposers have the opportunity to ask questions or raise concerns during this time. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

**7.3 Questions.**

Proposers may 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.

## 7.4 Changes to the RFP/RFQ.

The City may make changes to this RFP/RFQ 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/RFQ will be made by formal written addendum issued by the City and shall become part of this RFP/RFQ.

**7.5 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 compliant with or without specific confirmation from the Consultant 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.

## 7.6 Proposal Submittal.

***Note to department:*** *The Law Department has confirmed our ability to allow solicitation submittals electronically (or by FAX) in lieu of hard-copy. You may select the option below that you prefer to use. It is common in large agencies to accept electronic submittals. Signatures on a FAX or PDF are legally binding under Rules of Evidence. However, electronic signatures are not currently accepted (with exception to HSD) by the City.*

**Delete this box when done.**

###### Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The City HAS/DOES NOT HAVE page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**7.7 Hard Copy Submittal.**

Delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound, (     ) bound copies, and one (1) electronic CD copy of the response. The City will not accept Fax and CD copies as originals in lieu of paper or electronic e-mail copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

1. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person’s name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
2. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.
3. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock.

***Note to department:*** OPTION: Select the language below to allow electronic submittals.

**7.8 Electronic Submittal.**

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

1. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
2. Title the e-mail so it won’t be lost in an e-mail stream.
3. Any risks associated with an electronic submittal are borne by the Proposer.
4. The City’s e-mail system will typically allow documents up to 20 Megabytes.
5. If the Proposer also submits a hard-copy, the hard copy has precedence.

**7.9 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/RFQ deadline; this does not limit the City’s right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.10 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 contacts 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.

## 7.11 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements 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 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.**

1. 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.
2. 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).
3. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have “physical nexus”.
4. 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.
5. 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.
6. The City of Seattle Application for a Business License can be found here:

<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

1. You can find Business License Application help here:[http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
2. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/)
3. 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.
4. The licensing website is <http://www.seattle.gov/licenses>
5. 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](mailto:tax@seattle.gov) to request additional assistance.
6. 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.

**7.12 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.

## 7.13 Federal Excise Tax. The City is exempt from Federal Excise Tax.

**7.14 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ 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 Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**7.15 Expansion Clause**.

***Note to department:*** *The Expansion Clause below is NOT intended to be a catch-all that allows us to add anything into the contract at a later date. Expansions to the contract are limited by policies that implement Attorney General Opinion and other court cases. This provision alerts the consultant and project manager what is allowable.*

**Delete this box when done.**

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

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

(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 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.

## 7.16 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

## 7.17 Cost of Preparing Proposals.

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

**7.18 Readability.**

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

**7.19 Changes or Corrections to Proposal Submittal.**

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

## 7.20 Errors in Proposals.

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

**7.21 Withdrawal of Proposal.**

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

## 7.22 Rejection of Proposals.

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

## 7.23 Incorporation of RFP/RFQ and Proposal in Contract.

This RFP/RFQ and Proposer’s response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City’s contract with the Proposer.

**7.24 Independent Contractor.**

***Note to department -*** *Contracting Out: Carefully review the guidelines in the Guidelines for Contracting for Consultants and Services memo from Fred Podesta linked here:*

*<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/1ccGuidelines.pdf>*

*Advice and language is provided below. Edit this section accordingly.*

*Hire employees to perform work whenever possible, whether permanent, Temporary or term-limited. Most labor agreements allow contracting for peak load and special expertise (savings as a criteria is under current discussion and you should seek Department of Personnel/Labor Relations advice if you intend to use savings). If the work is under jurisdiction of a City employee labor union, provide notice to the Union before you solicit. The Union need not agree, but needs notice. Lenee Jones (Personnel), Nancy Locke (City Purchasing) or Jean Boler (Law) can advise.*

*If you contract, strive to have contract workers off-site in their own offices. If not possible and the worker must be on-site:*

*- The worker should not be on-site longer than 36 months;*

*- The worker is advised to have a break in service of 1 year before new contract work begins;*

*- The on-site space should be specified in the contract through a rent provision to make it clear, contractually, that the space provided is not to indicate an employee cubicle status.*

*Unless unavoidable, the contract worker should not be given a City computer, phone, access card or e-mail account.***Delete this box when done.**

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.

***Note to department: Select one of the 2 rent provision options below and edit as appropriate****.*

**Delete this box when done.**

**Option 1**

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.

**Option 2**

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36 month on-site placement.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The City will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

## 7.25 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.

**Note to Project Manager:** This provision may change depending on the funding source of the project. For instance, if you have a Federal Transit Administration (FTA) funded project, Disadvantaged Business Enterprise (DBE) Requirements will apply in lieu of WMBE. Make sure you include all the appropriate requirements in your federally funded contracts.

**7.26 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. They 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](http://www.seattle.gov/city-purchasing-and-contracting/online-business-directory). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises (OMWBE)](http://www.omwbe.wa.gov/certification/certification_dbe.shtml).

## 7.27 Insurance Requirements.

***Insurance – Note to department:*** *Fill out a Risk Management Checklist to assess how much insurance should be required for this solicitation. If a Medium or High Risk, circulate to Risk Management in FAS (Sheila Barker/Keith Ayling). For Low Risk, you need not attach any requirements (per the last page of this solicitation), and you need not require any proof of insurance:*

[*http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/2RiskManagementChecklist.docx*](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/2RiskManagementChecklist.docx)

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 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.

## 7.28 Proprietary Materials.

## Note to department: Proprietary Material statement has been provided by Law.

## Delete this box when done.

## 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).

Bidders/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 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 bidder 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 bidders 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>.

**7.29 Ethics Code.**

***Note to department:*** *This next section addresses conflicts of interest. A conflict does not automatically exist because a former employee from your department is also working for the Consultant; they must have had a direct relationship to the contract for it to create an ethics issue. That being said, a former employee from your department cannot communicate to your department staff for one year after leaving, even if they did not have direct involvement in the contract matters. Bring your questions and concerns to Wayne Barnett, City Ethics and Elections Director.*

[*http://www.seattle.gov/ethics/etpub/ethicsbrochure.pdf*](http://www.seattle.gov/ethics/etpub/ethicsbrochure.pdf)

**Delete this box when done.**

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.

**Contract Workers with over 1,000 Hours.**

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

**No Conflict of Interest.**

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**](mailto:polly.grow@seattle.gov).

**7.30 Background Checks and Immigrant Status.**

***Note to department:*** *State whether you intend to require (or not require) background checks.*

**Delete this box when done.**

Background checks will/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>.

# Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.**

1. **Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you sent one in to the City for previous solicitations.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>

1. **Letter of interest (optional).**
2. **Proof of Legal Business Name (if applicable):**

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/**](http://www.secstate.wa.gov/corps/)

1. **Mandatory – Minimum Qualifications:**

Provide a single page (or ENTER appropriate page limit) that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

1. **Mandatory – Consultant Inclusion Plan:**

***Note to department*** – *All non-federally funded contracts above $296,000 require an Inclusion Plan. If potential work, including all phases, is above $296,000, retain the Inclusion Plan as a required submittal. The Mayor’s 2010 policy requires you to score the WMBE response, for no less than 10% of total points.*

*Departments are encouraged to list the core Scope of Work items that the department has determined as subcontractable.*

**Contracts with FEDERAL FUNDING may require different or additional social equity requirement, such as federal Disadvantaged Business Enterprise (DBE) requirements, which are required for US DOT funded projects, such as FTA projects.**

***Exceptions:*** *Exceptions to the Inclusion Plan requirement are rare. Departments must notify their WMBE IDT representative and CPCS for a review and written approval of an exception. An exception does not relieve the Consultant of its responsibilities to seek WMBE inclusion if changes to the contract provides opportunities for WMBE inclusion.*

*For assistance, contact Miguel Beltran at* [*Miguel.Beltran@Seattle.gov*](mailto:Miguel.Beltran@Seattle.gov) *or 206-684-4525.*

**Delete this box when done.**

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan: <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan_ConsultantContracts.docx>

1. **Mandatory - Proposal Response**:

***Note to department:*** *Develop all questions and information you want the consultant to submit. You may wish to embed the file or provide a narrative list of questions below. Carefully align these questions with your evaluation criteria and scoring matrix in the following pages of this RFP/RFQ.*

**Delete this box when done.**

This document details the submittal requirements for your proposal response.

1. **Mandatory – Cost and Pricing:**

***Note to department –*** *You may select one of the options below or develop your own cost and pricing method that is appropriate for your project needs. A&E contracts are prohibited from asking about cost and rates. However, you are welcome to ask about cost and rates for all other non-A&E services. Customize this to meet your project needs.*

**Delete this box when done.**

**OPTION 1**

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

**OPTION 2**

Provide a fully-loaded hourly rate, including a breakdown of the total number of hours to complete the Work and a firm fixed price based on the Scope of Work and deliverables provided in the solicitation. Costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the Work.

Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours and any assumptions for the City to consider in your proposal.

The City may request additional clarification or a breakdown of the hours and costs with the top ranking proposers.

**Submittal Checklist.**

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

1. Mandatory – Consultant Questionnaire.
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Minimum Qualifications Sheet
4. Mandatory – Consultant Inclusion Plan
5. Mandatory – Proposal Response (see Proposal Response Section, above).
6. Mandatory – Cost and Pricing (DELETE IF for A&E)
7. Mandatory – Non-Disclosure Agreement form(s), signed (if applicable)
8. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5” x 11”page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

# Selection Process.

***Note to department:*** *The RFQ Step-by-Step Guide is provided for your convenience. Carefully consider and edit the following evaluation sections appropriately.*

[*http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/4RFPRFQStepbyStepGuide.docx*](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/4RFPRFQStepbyStepGuide.docx)**Delete this box when done.**

**9.1 Initial Screening**

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

**9.2 Proposal Evaluation**

***Note to department:*** Carefully consider your evaluation criteria.

**IMPORTANT:** A&E solicitations CANNOT use cost as an evaluation criteria.

The Mayor’s Executive Order requires at least 10% of the total points be for the WMBE Inclusion Plan.

For interview points, consider whether you wish the interview to be a standalone selection or whether you intend to add the written + interview points to reveal the winner. Consider whether you wish the references to be a required step for you, or optional, and whether you wish to score them. This sample keeps them as an optional, non-scored item.

**Delete this box when done.**

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

**Evaluation Criteria:**

***Note to department:*** This is a **SAMPLE** evaluation criteria. Edit appropriately for your project

**Delete this box when done.**

|  |  |
| --- | --- |
| Experience & Qualifications |  |
| Proposed Delivery of Services |  |
| Cost Proposal (delete for A&E projects) |  |
| Inclusion Plan (this can be more than, but not less than 10%) | 10% |
| References |  |
| Interviews |  |

**9.3 Interviews**

The City may interview top ranked firms from the proposal evaluation. 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 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 INSERT additional points.

* 1. **References**

The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

**9.5 Selection**

The City shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

**9.6 Contract Negotiations**

***Note to department:*** *If this is an A&E Contract, use Option 3 and delete the other.* This should be consistent with Section 6 above.

**Delete this box when done.**

**Option 1**

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).

**Option 2**

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/does not intend to negotiate the base contract, which has been attached (See Attachments).

**Option 3**

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 cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

**9.7 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant.  New awards thereafter are also extended this right.

**9.8 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.

# Award and Contract Execution.

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

**10.1 Protests.**

***Note to department:*** *If you wish FAS CPCS (City Purchasing & Contracting to receive and hear any protests for your solicitation, please select that option below. Departments are also welcome to receive and handle protests on their projects independently.*

**Delete this box when done.**

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**10.2 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 submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

**10.3 Limited Debriefs.**

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

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

The Apparently 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.

**10.5 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)

**10.6 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>

**10.7 Insurance Requirements**

***Note to department –*** *If this is a Medium or High Risk project, make sure Insurance Requirements matches to that approved by Risk Manager (Sheila Barker). Attach the Form only if the insurance risks are rated as Medium or greater. Low Risk requires no mandatory insurance requirements and the form should not be attached.*

***Delete this box when done.***

* No proof of insurance is required.
* Proof of insurance is required, link to Insurance Transmittal Form below.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/5InsuranceTransmittalForm.docx>

**10.8 Standard Consultant Contract Template**

***Note to department:*** *For federally funded projects, additional clauses may need to be inserted into the contract template. For instance, for FTA funded projects, the additional clauses may be found on the Required Contract Clauses Checklist on the Inweb.*

Found here:

[http://wwwqa.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/6StandardRosterAgreement.docx](http://wwwqa.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/6StandardRosterAgreement.docx%09)