** City of Seattle**

**REQUEST FOR PROPOSALS**

**Consultant Contract**

**Project Title:**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release  | April 15 |
| Deadline for Questions | April 18 |
| Response Deadline | April 28, 4:00pm |
| Announcement of Successful Proposer(s) | May 2 |
| Anticipated Negotiation Schedule | Week of May 5 |
| Contract Execution  | May 12 |

*The City reserves the right to modify this.*

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

**Procurement Contact**

Project Manager:

Tracy Morgenstern

tracy.morgenstern@seattle.gov

206-386-4595

Table 2: Delivery Address

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **E-mail** |
| Seattle Office of Sustainability & Environment700 Fifth Avenue, #1868Seattle, Washington, 98104 | Tracy.morgenstern@seattle.gov |

Unless authorized by the Project Manager, 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.

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# Purpose and Background.

The purpose of this RFP is to select a qualified consultant or team of consultants to assist the City of Seattle in developing a Climate Impacts Preparedness Strategy. Seattle’s 2030 vision for climate preparedness:

Seattle is preparing for a changing climate through an adaptive management process that evolves as projections are updated and impacts are seen, including the following:

* City infrastructure and services are planned, built, and managed to maximize function and longevity under future climate conditions.
* Disproportionate impacts of climate change on vulnerable populations are minimized.
* Short-term cost effectiveness and long-term economic vitality are maximized.
* Ecosystem services are protected and enhanced to foster the resilience of natural systems.

# Performance Schedule.

The contract is anticipated to run May 2014 through January 2015.

# Solicitation Objectives.

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

The goal of this work is to develop a vulnerability assessment and action strategy that builds on the work already completed or underway to develop a robust climate preparedness strategy that employs an integrated approach and maximizes co-benefits such as fostering healthy communities, natural systems, social equity, and prosperity.

# 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 the areas of climate change impacts and adaptation planning including assessing vulnerabilities and defining strategies and actions relevant to natural systems and urban infrastructure, including utilities.
* Experience and expertise leading strategic planning processes including meeting facilitation.
* Expertise and experience synthesizing complex and/or technical information into summary reports.
* Understanding of Seattle and/or Washington state climate and environment.

# Scope of Work.

**Task 1:** To prepare for Tasks 2 and 3, review climate preparedness work completed or underway including:

* **Seattle Climate Action Plan** – Section 3 outlines short-term climate preparedness actions.
* **Transportation** – Nelson/Nygaard is assessing the impact of climate change on City-owned transportation infrastructure and services and identifying priorities for further assessment and opportunities to enhance resilience (this work is just beginning).
* **Land Use** – GGLO is assessing the impact of precipitation and SLR induced flooding on land use including identifying the land use zones, demographics, business types and employment in affected areas.
* **Electricity System** –City Light is assessing the effects of climate change on stream flow and water temperature in the Skagit basin, including changes in runoff contributions from glaciers as glaciers retreat with warming. SCL is developing a utility-wide adaptation plan addressing impacts to and identifying adaptation strategies for hydropower generation, energy demand, transmission and distribution, and environmental impacts to watersheds and endangered fish species.
* **Water Supply**– Seattle Public Utilities (SPU) is utilizing the next generation of climate projections to update its assessment of the impacts of climate change on water supply, researching effects of climate change on forest fires, and assessing how existing thresholds might be exceeded more frequently due to climate change. Climate change is also being considered as part of SPU’s strategic business planning process.
* **Water & Drainage Systems**- SPU is evaluating how the combined effects of changes in precipitation patterns and sea level rise may compromise the ability to convey storm and wastewater. SPU is also working to more fully Integrate consideration of climate impacts into its asset management system.
* **Disaster Recovery** – The Office of Emergency Management is integrating climate risks in citywide Disaster Recovery planning.

**Task 2**: Identify any gaps in current planning work and design and implement a process to assess risk and vulnerability and identify actions to enhance resilience for City infrastructure and services not previously or currently being assessed including for buildings, natural systems, and public health and identify and prioritize preparedness actions. The process should include extensive involvement of City staff.

**Task3**: Prepare a citywide Climate Impacts Preparedness Strategy report that:

* Summarizes projected climate impacts
* Identifies climate risks and vulnerabilities to City infrastructure and services, including rolling-up results from work completed or underway by other consultants and City staff.
* Identifies short and long term actions to enhance the resilience of City infrastructure and services including mitigation actions (infrastructure and operational actions) and additional research and planning work required. Include actions identified through other planning processes.

The report should incorporate the work completed by City departments and other consultants and prioritize consideration of vulnerable populations.

# Contract Modifications.

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

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.

# 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 City Registration System.**

If you have not previously done so, register at: [http://www2.seattle.gov/ConsultantRegistration/](http://www2.seattle.gov/VendorRegistration/) . 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 Questions.**

Proposers may submit written questions to the Project Manager 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.

## 7.3 Changes to the RFP/RFQ/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/RFQ will be made by formal written addendum issued by the City’s Project Manager Addenda and shall become part of this RFP/RFQ and included as part of the Contract.

**7.4 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. 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 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.

## 7.5 Proposal Submittal.

###### Proposals must be received into 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 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.
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.

**Hard Copy Submittal.**

Submit four copies, and one (1) electronic CD copy of the response. The City will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City. Delivery is to the location specified on Page 2, Table 2.

1. Hard-copy responses should be in a sealed box or envelope marked and addressed with the City contact person name, the solicitation title and number. If submittals are not marked, the Proposer has risks of the response being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or otherwise be received by the Program Administrator at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.
3. Please do not use 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 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.

**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 City contact (see page 2), by the 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 are borne by the Proposer.
4. The City e-mail system will allow documents up to 20 Megabytes.
5. If the Proposer also submits a hard-copy, the hard copy has precedence.

## 7.6 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 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, 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. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. 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.
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. 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, with the application and instructions for a Seattle Business License is provided below .
11. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

** **

**State Business Licensing.** Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

## Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

**7.7 Proposer Responsibility to Provide Full Response.**

It is the Proposer’s responsibility to respond 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.

**7.8 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.

**7.9 Expansion Clause**.

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 vary 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.

**7.10 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.

**7.11 Negotiations.**

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

## 7.12 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.

## 7.13 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.

**7.14 Readability.**

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

**7.15 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.

## 7.16 Errors in Proposals.

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

**7.17 Withdrawal of Proposal.**

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

## 7.18 Rejection of Proposals.

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

## 7.19 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.

**7.20 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City Project Manager.

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.

## 7.21 Equal Benefits.

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

**7.22 Women and Minority Subcontracting.**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subcontracting opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. 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 subcontractors either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

## 7.23 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer 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, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

## 7.24 Proprietary and Confidential Material.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are ***public records***.  These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.  Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10)8 describes those exemptions. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle’s process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction.   For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

## Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)

You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle’s process for managing records.

**How to Identify Materials You Consider Exempt from Disclosure**

**Proposal Submittals**

If you wish to assert exemptions in the materials in your proposal related to its proprietary nature per RCW 42.56.270, you must clearly identify your exemption request in the Vendor Questionnaire in the Non-Disclosure Request Section.

**Contract Work Products.**

If you wish to assert exemptions for your contract work products you must clearly and specifically notify the City Project Manager at the time such records are generated.

Please note that the City cannot accept and will not honor a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected.  You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

**City’s Response to a Public Records Act Requests**

The City will prepare two versions of your materials:

Full Redaction) A public copy that redacts (blacks out) standard exemptions as required by the PRA and the materials or text that you identified as exempt.

Limited Redaction) A copy that redacts (blacks out) only the standard exemptions required by the PRA, but does not redact (black out) the exemptions you identified.

The fully redacted version is made public upon contract execution and will be supplied without any notification to you.

The Limited Redaction will be released only after you have received “third party notice” that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If the original requestor wants to see the Limited Redacted or original versions, the City will provide you with “third party notice”. You will then have ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

## Requesting Disclosure of Public Records

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced.  This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with resolicitation.  With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

**7.25 Ethics Code.**

Please familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for Consultants, Customers and Clients. 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 is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. 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. 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.**

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.

**7.26 Background Checks and Immigrant Status.**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>

# 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. **Letter of interest (optional).**
2. **Legal Name:** Submit a certificate, copy of web-page, 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/)
3. **Minimum Qualifications:** Provide a single page 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 Project Manager is not obligated to check references or search other materials to make this decision.
4. **Mandatory - Consultant Questionnaire:** Submit the following in your response, even if you sent one in to the City for previous solicitations.

 

1. **Mandatory – Contract Exceptions**: This submittal details any “Exceptions” you request to the City contract boilerplate, following all the limits provided in Section 6 of the RFP/RFQ.
2. **Mandatory - Proposal Response**:
3. Experience: Provide a brief description of your project team including experience with the subjects referenced in the MINIMUM QUALIFICATIONS section of this RFP. As part of this description, please include:
* Provide 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. Attach project team member resumes for key staff. Limit resumes to two-three 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.
1. Approach & Timeline: Describe your approach to each task in the Scope of Work. Indicate the team leader and members responsible for each task. Describe the methods you propose to use. The timeline should assume the project begins in May 2014and concludes in January 2015. Limit 5 pages.
2. Budget: Provide a detailed cost estimate by task showing number of hours and hourly rates for each team member and direct costs. The project total will not exceed $60,000. The City of Seattle realizes all hours cited are estimates for purposes of proposal evaluation only. Proposers are strongly encouraged to estimate as closely as possible to the number of hours for each task.
3. 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.

**Package 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. Letter of Interest (optional, no more than one page)
2. Vendor Questionnaire (see Embedded Form).
3. Proof of Legal Name
4. Minimum Qualifications Sheet
5. Contract Exceptions (If applicable)
6. Proposal Response (see Proposal Response Section, above).

# Selection Process.

* 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 past performance if applicable, satisfactory financial responsibility and other elements are screened in this Step.
	2. **Proposal Evaluation:** The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked or scored.

 **Evaluation Criteria:**

|  |  |
| --- | --- |
| Experience | 30% |
| Approach | 50% |
| Cost Proposal | 20% |
| Total | 100% |

* 1. **Interviews:** The City may interview top ranked firms that are 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 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 on the project team without advance authorization by the City Project Manager.
	2. **References:** The City may contact one or more references. The City may use references named or not named by the Proposer.
	3. **Selection:** The City shall select the highest ranked Proposer(s) for award including the interview (If applicable) and written proposal.
	4. **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).

**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 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 Project Manager will provide timely notice of an intent to award to all Consultants responding to the 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 process. Please see the City website at <http://www.seattle.gov/contracting>. 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.

**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 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 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.
* 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.

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**Attachments**

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

**Attachment #1: Consultant Contract**

 