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**City of Seattle**

 **Legislative Department**

**REQUEST FOR PROPOSALS**

**Consultant Contract**

**Parks and Recreation Performance Evaluation**

**Procurement Schedule**

|  |  |  |
| --- | --- | --- |
| **Schedule of Events** | **Date/Time** | **Location** |
| Solicitation Release  | April 7, 2015 |  |
| Optional Pre-Submittal Conference | April 14, 2015 | Seattle City Hall Wing Luke Conference Room600 Fourth AvenueSeattle, WA 98124(check in at 2nd Floor City Council reception desk) |
| Deadline for Questions/Clarifications | April 27, 2015 |  |
| Sealed Proposals Due to the City | May 4, 2015 | See delivery address below |
|  Interviews  | May 11, 2015 |  |
| Announcement of Successful Proposer(s) | May 14, 2015 |  |
| Anticipated Negotiation Schedule | May 15 – May 29, 2015 |  |
| Contract Execution  | June 5, 2015 |  |

*The City reserves the right to modify this.*

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

**Procurement Contact**

The City of Seattle, Legislative Department

Meg Moorehead, meg.moorehead@seattle.gov, 206.684.8929

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| The City of Seattle, Legislative DepartmentAttention: Meg Moorehead, Room 273Seattle City Hall, Floor 2600 Fourth AvenueSeattle, Washington, 98104 | The City of Seattle, Legislative Department Attention: Meg MooreheadSeattle City HallP.O. Box 34025Seattle, Washington, 98124-4025 |

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 Seattle Department of Parks and Recreation (DPR) manages a 6,200 acre park system covering 11% of Seattle’s land area. The system includes 465 parks with athletic fields, play areas, natural areas, pools, miles of trails, community centers, environmental education centers, recreation programs, small boat craft centers, golf courses, and outdoor stadium, specialty gardens, and so much more. In 2015 DPR has a $168 million budget and 933.35 full time equivalent staff (FTEs). DPR’s mission and values are:

 **Mission**: Seattle Parks and Recreation will work with all citizens to be good stewards of our environment, and to provide safe and welcoming opportunities to play, learn, contemplate, and build community.

 **Values**: Access, Opportunity and Sustainability

The Seattle Legislative Department’s goal for this project is to evaluate the performance, efficiency and effectiveness of DPR in providing park and recreation services. The project has two study areas. The first study area is a high-level performance evaluation of all DPR functions with performance management framework options and a priority list of DPR functions for future in-depth performance evaluation. The second study area is an in-depth performance evaluation of DPR’s routine park maintenance practices and service delivery. The in-depth evaluation would include benchmarking of DPR with comparable and high-performing organizations; identifying best practices and the gap between those practices and DPR; recommendations for filling gaps, and quantification of savings, costs, efficiencies and service improvements from implementing the recommendations. A budget of $317,000 has been established for the project.

# Performance Schedule.

The schedule for the project will be based on the proposed approach and the series of steps described below. This RFP’s scope of work is intended as a general guide to the consultant’s development of a proposed scope of work and schedule for execution of the two study areas. The consultant(s) will be expected to provide a specific proposed scope, methodology, and schedule that will allow for the efficient and timely execution of each of the major steps outlined. It is anticipated that this project will occur in 2015 through early 2016.

# Solicitation Objectives.

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

The ultimate objective of this project is to identify recommendations that, if implemented, will improve performance, provide the basis for performance measurement, create efficiencies and budget savings, or improve services.

# Minimum Qualifications.

*Minimum qualifications are required for a Consultant to be eligible to submit a RFP 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:*

A minimum of 5 years of experience for the Firm and the Project Lead in doing benchmarking or performance management studies plus applicant firms must submit a one-page description of at least two park and recreation benchmarking or performance management studies they have performed, including park and recreation references from those two studies.

# Scope of Work.

The Seattle Legislative Department expects the selected consultant or consultants to consider DPR’s mission and values and City race and social justice goals (<http://www.seattle.gov/rsji/about>) as they complete the following scope of work:

1. **Department-Wide Performance Assessment**

Conduct a high-level evaluation of the entire DPR organization to identify overarching performance management framework options and topics for more in-depth performance evaluation in 2016 and beyond. The high-level evaluation would include:

a. Current State. Document at a high-level the current state of DPR’s organization and functions. The documentation may include the organizational structure, service delivery model, institutional constraints (such as personnel policies and labor contracts), existing performance monitoring and outcome measurements, and other information needed as a basis for identifying appropriate performance frameworks (1.b below) and long-term performance review agenda (1.c below). Information may be gathered through Strength-Weakness-Opportunities-Constraints (SWOC) analysis, interviews with key City and citizen stakeholder groups, employee surveys, focus groups or other means.

b. Frameworks for Performance Outcomes and Measurement. Review the performance management approach under development at DPR. Drawing from the current DPR approach, performance management best practices, and examples from high-achieving park organizations nationally, identify at least two approaches for establishing performance outcomes and measuring results. One of the two approaches could be DPR’s current performance management approach with suggested improvements that emerge from the evaluation.

c. Longer-Term Performance Review Agenda. Compare DPR’s current state to practices used by high-performing park organizations elsewhere in the U.S. to identify a prioritized list of DPR functions for in-depth performance evaluation in 2016 and beyond. Priority might be given to services that are a large part of DPR spending or staffing, services with substantial interaction with park users, or services with known performance challenges, including a recommended approach.

2. **In-Depth Park Maintenance Performance Evaluation**

Conduct an in-depth evaluation of DPR’s routine park maintenance practices and service delivery. Routine park maintenance includes activities such as litter and garbage pick-up; turf management (edging, mowing, aerating, irrigation schedules, weeding, trimming, soil prep); shrub and flower bed maintenance; and cleaning and maintaining of picnic shelters, comfort stations, play areas, and ballfields. The consultant scope would include:

a. Current State. Document current DPR park maintenance practices including the associated organizational structure and culture, service delivery practices, and root causes of any challenges or successes. Address issues such as:

- Outcomes/purpose – Are the purpose and outcomes for the work clearly defined?

- Management structure – Ratio of management to laborers, decision-making processes including who makes policy and financial decisions.

- Service Priorities – Existing level of service targets, geographic distribution of services, how much maintenance is based on customer requests/complaints vs. DPR priorities, service delivery models, time devoted to inspection vs. direct maintenance.

- Resources Use to Provide Services – Staff hours for each task, staff deployment routes, staffing structure, use of technology to optimize service delivery.

- Cost effectiveness - Are dollars spent for the results achieved appropriate?

- PLANT (Parks Labor and Time-Keeping System) data system - Is the PLANT system accurate and using appropriate standards?

b. Performance Metrics and Benchmarking.

- Propose performance metrics for routine park maintenance, informed by the assessment of the current state of DPR park maintenance practices and other information.

- Document DPR’s current performance relative to those metrics.

- Develop a benchmarking survey to be completed for at least 5 comparable park and recreation organizations to identify their performance relative to the metrics.

- Identify high-performing park and recreation organizations and document their performance relative to the metrics.

- Compare DPR’s performance to the performance of comparable and high-performing park and recreation organizations.

- Compare the costs associated with DPR’s service levels to those of the comparable and high-performing park and recreation organizations.

c. Future State. Frame and document the desired future state (including business practice models, cost efficiencies, performance metrics, and governance models), based both on the benchmarking results and input from City and DPR leadership and service delivery staff.

d. Gap Analysis. Identify gaps between the current and desired future states of DPR routine park maintenance functions.

e. Recommendations. Recommend prioritized actions to achieve the desired future state, and list the changes needed to best implement those actions including organizational charts, functional descriptions, and communication plans for change. Quantify anticipated savings, costs, efficiencies or service improvements from implementing the recommendations.

For this project the consultant(s) will be expected to work with Legislative Department staff in the execution of each phase of the project. Ultimately the findings and recommendations will be “owned” by the Legislative Department. The work shall, at all times, be subject to the Legislative Department’s general review and approval. The consultant(s) shall confer with the Legislative Department as the work progresses and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by Legislative Department to determine the adequacy of the work or the consultant(s)’ progress.

For this project, the Legislative Department will provide a small team of City personnel to outline the project, approve proposed performance metrics, and assist the consultant(s) with the analysis and interpretation of the data. Further, the City team members will assist with collecting the internal data for comparison to outside park and recreation organizations. The consultant(s) will provide leadership for the entire effort and work directly with the City team members through each of the major steps of the project. The consultant(s) will have ultimate responsibility for development and production of the deliverables from the project, but it is the intent that they be produced through a combination of the consultant staff and City team members.

Because this project covers both a department-wide performance framework and park maintenance-specific benchmarking and recommendations, consultants may respond to one or both of the proposed study areas. A separate methodology, schedule and study design may be proposed for either of the study areas, or a package approach for both may be proposed. The Legislative Department may choose to award a consultant one or both study areas. Depending on the evaluation results after a review of the proposals has been completed, the Legislative Department may elect to negotiate different or parallel approaches, timelines, etc. with different consultants for each of the two study areas.

Proposed costs should be delineated for one study area or a consultant may submit a single proposal and cost for doing both studies. The Legislative Department may still elect to separate the studies and negotiate for one study area to be performed by that consultant and the remainder by other respondents. Any proposed price must be for a *fixed fee including all travel and other expenses***.**

Payment shall be made upon delivery by the consultant(s) and written acceptance by the Legislative Department Project Manager of each deliverable as negotiated and included in the final contracts. Payment will be made from invoices presented to and approved by a Legislative Department Project Manager that details the completion of each deliverable. Consultants should expect that each deliverable will be reviewed by City staff prior to acceptance. Payment will be linked only to the completion of the deliverable and not made on any other basis.

Below, is a general project study model that provides a basic framework for consultant responses to this RFP. It may be modified by respondents. The tasks, phases and deliverables are shown for the In-Depth Park Maintenance Evaluation but a similar approach also could apply to the High-Level Department Evaluation. An approximate timeline in weeks should be provided for each Phase and for the overall completion of a study or studies.

*Phase 1 -- Project Start-up & Structuring*

Deliverables for Phase 1:

- Project planning

- Kick-off meeting

- Potential metrics identified

- Selection and recruiting of comparable (at least 5) and high-priority park and recreation organizations for benchmarking

Payment for Phase 1: $

Schedule for Phase 1:

*Phase 2 --Data Collection*

Deliverables for Phase 2:

- Benchmarking survey design

- Internal data collection (with participation of City project team) and documentation of DPR’s current state

- External park and recreation data collection using survey and other sources

Payment for Phase 2: $

Schedule for Phase 2:

*Phase 3 – Summary and Analysis*

Deliverables for Phase 3:

- Statistical report of benchmarked data

- Identification of best practices

- Identification of desired future state

- Assessment of findings—gap analysis

Payment for Phase 3: $

Schedule for Phase 3:

*Phase 4 -- Reporting*

Deliverables for Phase 4:

- Draft report with recommendations

- Legislative Department workshop with City project team, Superintendent, and Council Committee chair regarding draft findings and recommendations

Payment for Phase 4: $

Schedule for Phase 4:

*Phase 5 – Project Final Report and Close-Out*

Deliverable for Phase 5:

- Final report with findings and recommendations, accepted by the Legislative Department

Payment for Phase 5: $

Schedule for Phase 5:

# 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://www.seattle.gov/contracting/registration.htm. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

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## 7.2 Pre-Submittal Conference

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.

**7.3 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.

## 7.4 Changes to the RFP.

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

**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 City 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.

###### 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 does not have page limits specified in the submittal instructions section.
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 one original (1) unbound, five (5) bound 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 copy submittal. If a CD or fax version is delivered to the City, the paper 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 City Project Manager 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.

## 7.7 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.

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**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).

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

It is the Proposer’s responsibility to provide a response that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’s offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP 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.

**7.9 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this RFP process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to 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.

**7.10 Expansion Clause**.

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

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

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or 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.

**7.11 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.

**7.12 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.

## 7.13 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.

## 7.14 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.

**7.15 Readability.**

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

**7.16 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.

## 7.17 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.

**7.18 Withdrawal of Proposal.**

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

## 7.19 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.

## 7.20 Incorporation of RFP and Proposal in Contract.

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

**7.21 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.

## 7.22 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.

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

## 7.24 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.

## 7.25 Proprietary Materials.

## The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records.  These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure.  Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

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://www1.leg.wa.gov/LawsAndAgencyRules>).

If you have any questions about disclosure of the records you submit with your bid, please contact City Purchasing at (206) 684-0444.

## 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 City Purchasing 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, please address your request in writing to:  Zuzka Lehocka-Howell at Zuzka.Lehocka-Howell@seattle.gov.

**7.26 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.

**7.27 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. **Consultant Inclusion Plan – Mandatory:**  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 – 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.
2. **Mandatory - Proposal Response**: This document details the forms, documents and format for your proposal response to the City.
3. **Mandatory – Cost and Pricing:**

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

**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)
2. Proof of Legal Business Name
3. Minimum Qualifications Sheet
4. Consultant Questionnaire (see Embedded Form).
5. WMBE Inclusion Plan
6. Contract Exceptions
7. Proposal Response (see Proposal Response Section, above).
8. Cost and Pricing

# 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.

* 1. **Proposal Evaluation.**

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

 **Evaluation Criteria Percent of Total Points**

|  |  |  |
| --- | --- | --- |
| **Company Experience – Performance evaluation, benchmarking, best practices** | 10% |  |
| * 5 years
 |  | 5 |
| * 10 years
 |  | 8 |
| * 15 years
 |  | 10 |
| **Project Lead Experience** | 10% |  |
| * 5 years
 |  | 5 |
| * 10 years
 |  | 8 |
| * 15 years
 |  | 10 |
| **Experience with Park and Recreation Organizations** | 10% |  |
| * Minimal
 |  | 5 |
| * Extensive
 |  | 10 |
| **Project Plan** | 30% |  |
| * Design/Approach
 |  | 10 |
| * Timeline
 |  | 5 |
| * Metrics Development
 |  | 5 |
| * Survey Design
 |  | 5 |
| * Industry Contacts
 |  | 5 |
| **Cost Proposal**  | 20% |  |
| **Inclusion Plan**  | 10% |  |
| **Total Score** | **100%** | **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 not on the project team without advance authorization by the City Project Manager.

* 1. **References.**

The City may contact one or more references. The City may use references named or not named by the Proposer.

* 1. **Selection.**

The City shall select the highest ranked Proposer(s) for award including the interview (If applicable) and written proposal.

* 1. **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 City Project Manager will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

**10.1 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/business/WithSeattle.htm> . 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.

**10.2 Debriefs.**

For a debrief, contact the City Project Manager.

**10.3 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.

**10.4 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)

**10.5 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: Insurance Requirements**

 Proof of insurance is required, see the embedded requirements below.



**Attachment #2: Consultant Contract**

 