



## REQUEST FOR QUALIFICATIONS Consultant Contract

**Project Title: Citywide Pool Renovation**

### Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date / Time	
RFQ Release	2/11/2016	Daily Journal of Commerce
Optional Pre-Submittal Conference	2/25/16, 11:00am	Seattle Parks & Recreation 800 Maynard Ave. S, 3 <sup>rd</sup> Floor Seattle, WA 98134-1336
Deadline for Questions	2/25/16	toby.ressler@seattle.gov
Response to RFQ Due to the City	3/10/16, noon	toby.ressler@seattle.gov
Consultant Selection	3/24/16	
Announcement of Successful Proposer(s)	3/25/16	
Anticipated Negotiation Schedule	3/28/16 - 4/28/16	
Contract Execution	May 2016	

*The City reserves the right to modify this.  
Changes will be posted on the City website or as otherwise stated.*

# Procurement Contact

Project Manager: Toby Ressler, [toby.ressler@seattle.gov](mailto:toby.ressler@seattle.gov), 206-615-1482

**Table 2: Delivery Address**

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

Mailing Address
Seattle Parks and Recreation ATTN: Toby Ressler 800 Maynard Ave. S, 3 <sup>rd</sup> Floor Seattle, WA 98134-1336

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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## 1. Purpose and Background.

The purpose of this project is to make needed renovations and necessary upgrades to existing pool facilities in the City of Seattle. There is funding identified (\$1 million in 2016 and \$7 million in 2017/2018) as identified in the Municipal Park District. The location of the pools and projects will be at the following locations:

**Ballard Pool** - 1471 NW 67th St

**Helene Madison Pool** - 13401 Meridian Ave N

**Lowery C. Mounger Pool** - 2535 32nd Ave W

**Meadowbrook Pool** - 10515 35th Ave NE

**Medgar Evers Pool** - 500 23rd Ave

**Queen Anne Pool** - 1920 1st Ave W

**Southwest Pool** - 2801 SW Thistle St

## 2. Performance Schedule.

The project duration will start in April 2016 and extend thru August of 2019. The design phase will be expected to be complete with permits, and construction bid documents, by March 2017.

## 3. Solicitation Objectives.

The City expects to hire a consultant through this consultant team solicitation which will be able to deliver a successful project: The successful consultant team must be able to:

- Demonstrate that the consultant team has experience with pool projects and similar scopes of work;
- Demonstrate that the consultant team has experience designing, developing and/or improving recreational pools and experiences with work outlined in Scope of Work section;
- Demonstrate the commitment to a sustainable design including the re-use of existing site materials and the use of recycled and/or locally sourced materials;
- Demonstrate that the consultant team has experience designing and implementing a remedy to address vapor barrier issues;
- Demonstrate that the consultant team has experience securing any and all necessary local, state, and Federal permits;
- Demonstrate that the consultant team has experience with community engagement, public presentation and facilitation to a broad range of stakeholders;
- Demonstrate strong engineering support and the ability to execute any design within the limitations of the existing site constraints;
- Demonstrate an understanding of the relevant codes, current and proposed design guidelines, planning documentation, the City of Seattle Standard Plans for Municipal Construction and the Parks Standard Plans and Specifications. Provide solutions that are economical and feasible for implementation;
- Provide detailed scope statements and necessary drawings to direct a contractor without incurring change order costs;
- Provide skilled consultants that have a strong record and experience, so the City is assured to get dependable, responsive, proven and expert services; and,

## 4. Minimum Qualifications.

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

- Consultant must have a local office within 50 miles of the greater Seattle area.
- Consultant must have or be able to obtain (prior to contract execution) a valid WA State and City of Seattle business license, and register with the WA Secretary of State Corporations. See sections 7.7 License and Business Tax Requirements.
- Consultant must be able to meet the City of Seattle consultant insurance requirements, per section 7.24, Insurance Requirements and section 10, Attachments.
- Consultant must be a licensed landscape architect, architect and/or engineer in the State of Washington.

## 5. Scope of Work.

Consultant teams shall review all background information to date to inform the design. Consultant Team will be expected to provide professional services for improvements to the existing pool facilities based on the following scope of work:

### **Roof Intrusive/Vapor Barrier Testing –**

The 1999-2000 Condensation Pool Study indicates the potential of condensation in the roof section during winter months. Provide intrusive testing report/study for Ballard, Madison, Meadowbrook, Evers, Queen Anne and Southwest. Utilize this information for roof and wall vapor barrier improvements for each site.

### **Pool Lateral Forces Analysis -**

Complete Lateral Forces Analysis to Ballard, Madison, Meadowbrook, Evers, Queen Anne and Southwest. The study should include recommendations for action, further study, and to correct deficiencies.

### **Ballard Pool –**

Review and determine necessary improvements to sidewalks, decks, ramps, pool deck and locker rooms. Replace bleachers.

Lighting overhaul is needed due to ongoing problems. Meet code/safety and energy savings.

The DE filter system is in poor condition. Energy savings would be possible by reducing evaporation and heat loss. Replace the filter system with a high rate sand filter. (The DE filter could be used as a surge tank, similar to the Evans Pool system.)

The current pool liner, ca. 1999, is fragile, with on-going maintenance problems. Remove old plaster liner and replace it in pool and spa.

Based on the information determined during roof testing and vapor barrier testing provide necessary design to correct deficiencies.

### **Helene Madison Pool –**

Replace composition roof, flat roof, flashing and gutters.

Replace movable bulkhead.

Natatorium concrete deck needs replacement/repairs.

Replace lockers and benches in locker room.

Based on the information determined during roof testing and vapor barrier testing provide necessary design to correct deficiencies.

Remove gypsum board ceiling and batt insulation. Replace with rigid insulation, vapor barrier, plaster and low perm paint.

**Lowery C. Mounger Pool –**

Replace pool liner.

**Meadowbrook Pool –**

Review and determine necessary improvements to sidewalks, decks, ramps, pool deck and locker rooms. Repair/replace concrete floor deck, replace lockers, and refinish/replace wood benches.

Based on the information determined during roof testing and vapor barrier testing provide necessary design to correct deficiencies.

Determine necessary exterior improvements to building.

**Medgar Evers Pool –**

Review and determine necessary improvements to sidewalks, decks, ramps, pool deck and locker rooms. Repair/replace concrete floor deck, replace lockers, and refinish/replace wood benches.

Based on the information determined during roof testing and vapor barrier testing provide necessary design to correct deficiencies.

Replace moveable bulkhead

Renovate locker room

Remove old plaster liner and replace it in pool and spa.

**Queen Anne Pool –**

Based on the information determined during roof testing and vapor barrier testing provide necessary design to correct deficiencies.

**Southwest Pool -**

Remove old plaster liner and replace it in pool and spa.

Based on the information determined during roof testing and vapor barrier testing provide necessary design to correct deficiencies.

## 6. Contract Modifications.

The City's standard consultant contract is found at the end of this document.

The City has included a link to 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.

## 7. 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. For assistance, call 206-684-0383.

## 7.2 Pre-Submittal Conference

### 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.

## 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/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's Project Manager 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.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City **HAS** page limits specified in the submittal instructions section. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response 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) bound copy, 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.

- a. 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.

- b. 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.
- c. 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 206-628-0059.

### **Electronic Submittal.**

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

- a. 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).
- b. Title the e-mail so it won't be lost in an e-mail stream.
- c. Any risks associated are borne by the Proposer.
- d. The City e-mail system will allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard-copy, the hard copy has precedence.

### **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.**

- a. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a link to the Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. 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>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
- l. 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 at [rca@seattle.gov](mailto:rca@seattle.gov) to request additional assistance.
- m. 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).

### **7.8 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.

### **7.9 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 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/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.

### **7.11 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/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.

#### **7.21 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://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, please contact the Project Manager 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 City Purchasing (see attached) 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 the Project Manager named in this document.

#### **7.26 Ethics Code.**

Please familiarize yourself with the City Ethics code: [http://www.seattle.gov/ethics/etpub/et\\_home.htm](http://www.seattle.gov/ethics/etpub/et_home.htm). For an in depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, please 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 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>

## **8. 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/>
- 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 questionnaire with your response, even if you sent one in to the City for previous solicitation. The Consultant Questionnaire can be found here:  
<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>
  
5. **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\\_ConstantContracts.docx](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan_ConstantContracts.docx)
  
6. **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.
  
7. **Mandatory - Proposal Response:** This document details the forms, documents and format for your proposal response to the City. The proposal is limited to ten (10) double sided pages, exclusive of the cover letter and any of the above required mandatory information. The proposal must outline the following:
  - Consultant team organization;
  - Experience with similar projects and/or project elements; and,
  - Approach to the project.

## 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. Consultant Questionnaire (see link above).
3. Proof of Legal Business Name
4. Minimum Qualifications Sheet
5. WMBE Inclusion Plan
6. Contract Exceptions (If applicable)
7. Proposal Response (see Proposal Response Section, above).

## 9. Selection Process.

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

### Evaluation Criteria:

Experience & Qualifications	60%
Approach to the Project	30%

Inclusion Plan	10%
<b>Total</b>	<b>100%</b>

**9.3 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. If interviews are conducted, they will be worth 100 additional points.

**9.4 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 the interview (If applicable) and written proposal.

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

**9.7 Repeat of Evaluation:** If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals 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.

## 10. Award and Contract Execution.

The Project Manager will provide timely notice of intent to award to all Consultants responding to the Solicitation.

### **Protests to Project Manager.**

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

### **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.

### **Debriefs.**

For a debrief, contact the City Project Manager.

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

The Apparently Successful Consultant(s) will receive 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 Intent to Award Letter will require at least the following. Consultants are encouraged to prepare these documents ahead of time 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. The W-9 form can be found here: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

### **Insurance Requirements**

- No proof of insurance is required.
- Proof of insurance is required; Standard Insurance with the inclusion of Professional Liability in the amount of \$1,000,000.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/51nsuranceTransmittalForm.docx>

### **Standard Consultant Contract Template**

Found here:

<http://wwwqa.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/6StandardRosterAgreement.docx>