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**City of Seattle**

**REQUEST FOR QUALIFICATIONS**

**Consultant Contract**

Project Title: **Special Benefit Study for Proposed Waterfront Local Improvement District (LID)**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |  |
| --- | --- | --- |
| **Schedule of Events** | **Date/Time** | **Location** |
| Solicitation Release  | August 12, 2016 |  |
| Optional Pre-Submittal Conference | August 16, 2016 11am | Seattle Municipal Tower Room 4330 |
| Deadline for Questions | August 29, 2016 5 pm |  |
| Response Deadline | September 1, 2016 5 pm |  |
| Announcement of Successful Respondent(s) | September 6, 2016 |  |
| Anticipated Negotiation Schedule | September 2016 |  |
| Contract Execution  | September 30, 2016 |  |

*The City reserves the right to modify this schedule at the City’s discretion.*

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

**Procurement Contact**

Project Manager: Quinnie Tan, quinnie.tan@seattle.gov, 206-733-9680

Table 2: Delivery Address

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

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Quinnie TanDepartment of Finance and Administrative Services, City Finance Division700 Fifth Avenue, Suite #4300Seattle, Washington, 98104 | Quinnie TanSeattle Municipal TowerP.O. Box 94669Seattle, Washington, 98124-4669 |

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.

A local improvement district (LID) is identified as a key component of the overall funding plan for the Waterfront Seattle Program. Waterfront Seattle is a multi-year program to rebuild Seattle’s waterfront following the removal of the Alaskan Way Viaduct. The Program spans the waterfront from Pioneer Square to Belltown and includes a rebuilt Elliott Bay Seawall, a new surface street providing access to and from downtown, and new parks, paths, and access to Elliott Bay. Waterfront Seattle is led by the City of Seattle's Office of the Waterfront (OW), working closely with civic leaders, stakeholders, and the broader Seattle public to create a “Waterfront for All.” More information on the Waterfront Seattle Program can be found at <http://waterfrontseattle.org>.

A LID is one way of financing capital projects through assessments on properties where real estate values will receive a special benefit as a result of the project. A requirement of the LID formation process will be the completion of a special benefit study, which helps determine the geographic boundary of the LID, provides analysis of the impact of the proposed project on property values, and formally documents the amount of assessment to be levied on each property receiving special benefit.

For the purpose of producing the special benefit study for the proposed Waterfront LID, the City is seeking a consultant who is a licensed real estate appraiser with extensive professional experience conducting special benefit studies for LID projects. The selected consultant would advise on LID boundaries and total special benefit in support of pre-formation analysis, provide technical assistance during the LID formation (including presentations and expert testimony), develop a draft and final special benefit study, and produce the final assessment roll. The scope of work will be authorized in phases.

# Performance Schedule.

The scope of work will be authorized in phases. Department of Finance and Administrative Services (FAS) intends to execute the contract and issue an initial notice by end of September 2016. Subsequent phases of work in this contract will follow the City’s acceptance of deliverables as required by each applicable task and the LID formation schedule.

# Solicitation Objectives.

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

* Hire a consultant who is a licensed real estate appraiser, has extensive professional experience conducting special benefit studies for LID projects, has experience providing testimony in support of LID formation, and is knowledgeable about applicable Washington state laws and regulations.

# Minimum Qualifications.

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

1. Demonstrated experience conducting at least three (3) special benefit studies with 50 or more parcels. Experience must be demonstrated for at least the proposed project manager and lead appraiser. The City is requiring work samples to demonstrate this qualification for the Consultant and for the proposed lead appraiser.
2. Demonstrated experience providing testimony for at least two (2) LID formation assessment roll hearings. Experience must be demonstrated for at least one proposed team member.
3. MAI certification must be demonstrated for at least the proposed lead appraiser.
4. The proposed project manager and lead appraiser must each have a minimum of five (5) years of continuous work experience in the real estate appraisal industry.
5. Experience with commercial, retail, mixed-use, multi-family residential, and single-family residential real estate markets, as well as familiarity with Seattle real estate market, as demonstrated by prior project history of the proposed lead appraiser.
6. Experience working with municipal entities, as demonstrated by prior project history of the proposed project manager.

# Scope of Work.

The primary task of the work being sought in this RFQ is the development of a special benefit study to be used during LID formation, which documents that properties in the LID boundaries specially benefit from the proposed project and are proportionately assessed.

Contract negotiations may include discussion of methodology and prior assumptions as part of the Scope of Work. The City may also request an amendment to the contract for additional related tasks not yet identified at a future date.

PROJECT MANAGEMENT

The consultant shall assign a skilled project manager to coordinate and manage the work of the consultant team so as to meet project schedule(s), ensure quality deliverables, and complete work within budget. The FAS project manager will serve as the primary point of contact for the consultant team with the City.

The consultant project manager and other consultant team members, as needed, shall coordinate and meet with City staff on a regular basis. They shall also participate in and support periodic meetings with stakeholders and possibly in the City’s outreach efforts related to the LID.

The consultant shall provide monthly progress reports and detailed billings to the City which detail hours expended by team member and by task, as well as the percent of work completed by task.

Project management services will be required for all phases of work described below.

PHASE I

1. **Determine general LID boundaries**

Based on the discussions and updates to assumptions completed during Phase 0, the consultant shall outline the general extent of measurable positive influence on market values due to the LID project. This should help document the extent of the special benefit study and provide the basis for the boundary location recommended for the proposed LID.

1. **Prepare a LID parcel map**

Outline all parcels within the designated LID boundaries on a map, with each parcel’s owner of record noted. For each parcel, provide current information in tabular form including the property owner, the assessed value of the property, the square footage of the property, and an indication if it is a “special use” property, such as City, State, County, schools/universities, hospitals, religious institutions, historic or landmarked-designated buildings, etc. Ideally, the map would be provided as a GIS file, as well as a high resolution PDF. Additionally, an estimated count of different types of properties within the LID boundaries, and the approximate LID assessment associated with each type of property, should be provided.

1. **LID Boundary Recommendation and Total Special Benefit Memo**

Develop a memo which summarizes the analysis conducted in Phase 1 including, but not limited to:

* + - Preliminary assessment of the influence of the proposed project on market value
		- Recommended LID boundary, including a comparison of alternatives considered, if any
		- LID parcel map, supporting detailed data table, and summary tables which show ranges of probably value for different proximities to the improvement. Maps and tables should also be provided electronically, ideally in GIS and Excel formats.
		- Recommended assessment methodology for the formation special benefit study.
		- Potential challenges to the special benefit study methodology and possible solutions.

PHASE II

1. **Investigate physical and economic characteristics of each parcel and inspect exterior of each parcel**

Conduct a “base study” using pertinent market data. Investigate the environmental, economic, governmental and social forces influencing the subject area. The consultant should take into consideration current zoning, land use trends, existing building improvements, highest and best use and other factors influencing market value for each property type or ownership, without and with the amenity of the LID project. The consultant should obtain any pertinent information provided by property owners and research and resolve any discrepancies in factual data, such as usable land areas.

1. **Review market data and develop special benefit study for LID formation**

Expand the base study to review market data with elements of similarity to the subject parcels and prepare an estimate of highest and best use and probable market value for each parcel assuming completion of the proposed improvements within a defined time span. The consultant should take into consideration unity of ownership, continuity of the tracts and unity of use. The consultant will support the City’s deliberative process by producing various support materials and analysis such as updating the maps and tables developed in Tasks 4 and 5 above as needed.

1. **Develop Report**

These tasks should result in a “formation Special Benefit Study report” which outlines the recommended LID boundary and provides a narrative summary of the study and a tabulation of special benefit and recommended assessments to all assessable parcels specially benefited by the project. The report shall be consistent with the Uniform Standards of Professional Appraisal Practice.

PHASE III

1. **Make presentation at the LID formation roll hearing**

The consultant may be required to give a presentation at the LID formation roll hearing, should the City request it.

1. **Prepare special benefit study for final assessment roll hearing**

This phase requires the consultant to update any market data as necessary. The consultant should review the base study and analyze the current trends that indicate market value for each parcel. The consultant shall prepare a “final Special benefit Study report” consistent with the Uniform Standards of Professional Appraisal Practice.

The consultant should again verify available records to research and document any changes in ownership of all or any portions of the subject parcels. The consultant should analyze the market value of each parcel and the impact of any ownership changes, subdivision activity and trends affecting highest and best use.

The consultant should estimate the probable market value of each parcel without and with the special benefit characteristics resulting from the LID project to determine the special benefit to each parcel.

The final Special Benefits Study report should include narrative and summary tabulation sections. The narrative section should explain the assumptions made and techniques used for the study as well as providing documentation for the conclusions shown in the final assessment roll tabulation. The tabulation section should consist of a summary of recommended assessments to each affected parcel.

1. **Testify at the final assessment roll hearing**

The consultant should be prepared, if requested, to testify at the final assessment roll hearing explaining techniques used, assumptions made, basis of special benefit and resulting recommended assessment to each parcel.

# Contract Modifications.

The City consultant contract is provided. See Attachment 1 in Section 11 for the link to the boilerplate contract.

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

# Procedures and Requirements.

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

7.1 Registration into City Registration System

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 Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on page 1. Respondents are highly encouraged to attend but not required to attend to be eligible to respond. The meeting answers questions about the solicitation and clarify issues. This also allows respondents 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

Respondents 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 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 RFQ

The City may make changes to this 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 RFQ will be made by formal written addendum issued by the City’s Project Manager and shall become part of this 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 Response Submittal

1. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
2. All pages are to be numbered sequentially, and closely follow the requested formats.
3. The City does not have 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.
4. 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 (1) original unbound, and five (5) of 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 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.

Hard-copy responses should be in a sealed box or envelope marked and addressed with the City project manager’s name, the solicitation title, and number. If submittals are not marked, the Respondent has risks of the response being misplaced and not properly delivered.

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.

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, the City encourages 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 Respondent 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

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. 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>
7. You can find Business License Application help here: [http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
8. Self-Filing You can pay your license and taxes on-line using a credit card: <https://dea.seattle.gov/self/>
9. 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.
10. The licensing website is <http://www.seattle.gov/licenses>
11. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
12. 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 to request additional assistance.
13. 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 Paid Sick Time and Safe Time Ordinance

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206-684-4500 with questions.

7.9 Respondent Responsibility to Provide Full Response

It is the Respondent’s responsibility to respond in a manner that does not require interpretation or clarification by the City. The Respondent is to provide all requested materials, forms and information. The Respondent is to ensure the materials submitted properly and accurately reflect the Respondent’s offering. During scoring and evaluation, the City will rely upon the submitted materials and shall not accept materials from the Respondent after the RFQ deadline; this does not limit the City’s right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

7.10 Prohibited Contacts

Respondents shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

7.11 No Guaranteed Utilization

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

7.12 Expansion Clause

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

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 Readability

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

7.18 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.

7.19 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.

7.20 Withdrawal of Proposal

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

7.21 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.

7.22 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.

7.23 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.

7.24 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.

7.25 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, sub-consultant awards and efforts.

7.26 Insurance Requirements

Any special insurance requirements are provided as Attachment 2 in Section 11. 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.

7.27 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 linked Consultant Questionnaire in Section 8) 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.

7.28 Ethics Code

Please familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. For an in depth explanation of the City’s Ethics Code for Contractors, Vendors, Customers and Clients, 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.

Campaign Contributions (Initiative Measure No. 122). Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 222, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or polly.grow@seattle.gov.

7.29 Background Checks and Immigrant Status

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks 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**
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 document (two pages maximum) that lists each Minimum Qualification, and describe exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this document. 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. <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>
5. **Mandatory - Consultant Inclusion Plan:**  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 – Demonstration of Firm Experience**: Provide three (3) samples of feasibility memos and/or special benefit reports the firm and/or the lead appraiser has produced for other Local Improvement Districts. For each sample, please provide a document that provides the following information:
	* Name of client, mailing address, telephone number, and contact person;
	* value of contract;
	* if the LID was successfully formed and if the project manager or firm provided testimony at a public hearing or other relevant public process.

This information also serves as references for the firm and project manager. References may be used to verify qualifications and may be checked at the City’s discretion.

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
2. Proof of Legal Business Name
3. Minimum Qualifications Document
4. Consultant Questionnaire (see link in Section 8)
5. WMBE Inclusion Plan
6. Three (3) Work Samples to Demonstrate Firm Experience

# 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 Submittals Evaluation

The City will evaluate submittals using the criteria below. Responses will be evaluated and ranked by score.

 Evaluation Criteria

|  |  |
| --- | --- |
| LID Special Benefit Study Experience | 60 |
| Formation Hearing Testimony Experience | 30 |
| Inclusion Plan  | 10 |
|  | 100 Points |

9.3 References

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

**9.4 Selection**

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

**9.5 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. (See link listed as Attachment 1 in Section 11 Attachments).

9.6 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/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols>

Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

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

Insurance Requirements

Proof of insurance is required, see Attachment 2 in Section 11 below.

# Attachments.

Attachment 1. Link to Boilerplate Contract: <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/6StandardRosterAgreement.docx>

Attachment 2. Insurance Requirements

