**City of Seattle**

**REQUEST FOR PROPOSALS**

**Consultant Contract**

**Project Title: Green Seattle Partnership Volunteer Coordination**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release  | December 7, 2016 |
| Mandatory Pre-Submittal Conference:**Jefferson Horticulture Facility****1600 S. Dakota St.****Seattle, WA 98108** | December 14, 20163:00 PMorDecember 16, 20161:00 PM |
| Deadline for Questions | December 16, 2016 |
| Response Deadline | December 21, 2016 |
|  Interviews  | January 11, 2016 |
| Announcement of Successful Proposer(s) | January 17, 2017 |
| Anticipated Negotiation Schedule | January 18, 19 & 20, 2017 |
| Contract Execution  | January 30, 2017 |

*The City reserves the right to modify this.*

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

**Procurement Contact:**

Project Manager: Jon Jainga, Manager II
Seattle Parks and Recreation
1600 S. Dakota Street
Seattle, WA 98108
206-684-4113
jon.jainga@seattle.gov

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** |
| Seattle Parks and RecreationNatural Resources UnitAttention: Jon Jainga1600 S. Dakota STSeattle, WA 98108 | Seattle Parks and RecreationNatural Resources UnitAttention: Jon Jainga1600 S. Dakota STSeattle, WA 98108 |

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 Parks and Recreation Department is responsible for the support of the Green Seattle Partnership’s (GSP) efforts to engage the community and manage the citywide restoration of the forested parklands. The Green Seattle Partnership was formed in 2004 with a memorandum of understanding between the City of Seattle and Forterra; the partners created a 20 Year Strategic Plan with benchmarks and goals to restore all 2,500 acres of Seattle’s forested parkland by 2025.

Vision:

Ten years ago, the Green Seattle Partnership (GSP) set out to complete what was, at the time, the largest urban forest restoration of its kind in the nation. Now halfway through our initial 20-year strategic plan, Seattle’s forested parklands are well on their way to being restored to verdant, valuable and beneficial spaces for our communities to enjoy, and we have positioned ourselves at the forefront of urban forest restoration science. The next ten years will focus on restoring the remaining acres of Seattle’s urban parklands, protecting our investment through ongoing long-term maintenance, and expanding the program’s reach beyond park boundaries to both public and private lands. To ensure our success, GSP must engage with local communities to inspire new partnerships and funding sources. We must excite and empower residents to take ownership of forested parklands in their neighborhoods to strengthen their sense of community and connection to nature. Although we have an impressive volunteer base, we will continue to build upon that with a focus on engaging youth as our future forest restoration leaders, and underrepresented communities to ensure the work being done is represented by those who live there.

Goals:

1. Restore all 2,500 acres of Seattle forested parklands.
2. Galvanize an informed, involved, and active community around forest restoration and stewardship.
3. Establish financial and volunteer resources to provide long-term maintenance and ensure the sustainability of forested parklands.

The formation of the Parks District (PD) in 2014 included a key measure to provide a dedicated source of long-term funding for GSP that will need to be renewed every six years. It is because of this funding that GSP is able to continue its restoration efforts. Seattle Parks and Recreation is the steward of this funding, and is responsible for how the budget is used and accountable for the progress we make towards achieving our goals. GSP will implement a new evaluation and reporting approach that is linked to this six-year funding cycle. This helps us not only comply with our funding requirements, but also helps ensure our program is as effective as possible and that we can report consistently and accurately to the public. We want to collect the data needed to strategically plan and make improvements, share our progress, and stay accountable.

# Performance Schedule.

The Green Seattle Partnership Volunteer Coordination project is an annual contract, with the possibilities of a year -one extension supported by the Parks District Funding. The contract execution is anticipation to begin in January 2017 and all deliverables to be completed by the end of December 2017. All deliverables are required to be completed in order to be considered for a one-year extension.

# Solicitation Objectives.

The ultimate objective is to procure a Consultant(s) who can develop long-term volunteer resources for the continued care of Seattle Parks and Recreation Green Seattle Partnership sites, focusing recruiting efforts on underrepresented community stakeholders.

Seattle Parks and Recreation may select multiple vendors from this solicitation to achieve these outcomes.

# 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 minimum of five years continuous experience during which the services described below (section 5. Scope of Work) have been the primary business service.
* Consultant must have successfully performed one contract with a public or private agency of similar size to the City of Seattle that has been active for a minimum of five-years, with services similar to those expected by the City for this contract.
	+ Consultant must have a local office within 50 miles of the greater Seattle area (important for on-call contracts and responsiveness).

# Scope of Work.

The Seattle Parks and Recreation Department is seeking consultants to provide the volunteer coordination and leadership for the Green Seattle Partnership programs in 2017, with the possibility of an extension for 2018.

**Scope of Work**

Task may include:

* Work with SPR Staff on specific tasks and assignments at the annual Green Seattle day event
* Volunteer Recruitment and Coordination; recruit for, organize, and lead volunteers in forest stewardship activities. Activities include but are not limited to: participant recruitment, field leadership to accomplish specified objectives, training participants in proper restoration activities, coordinating tools for field work, invasive plant removal, tree and shrub planting, watering, and mulching at SPR sites
* Education Activities: At each volunteer event, the consultant will lead education activities for participating volunteers in coordination with SPR staff. The goal of these activities is to increase knowledge of the importance of urban forests in the volunteer base and to develop meaning and connection between volunteers and their urban forests.
* Site Visits: Consultant shall coordinate site visits with SPR staff (site locations and monthly visits will be determined by SPR staff), volunteer forest steward, and District Crew Chief and District Senior Gardener prior to start of the Site Work Schedule
* Volunteer Appreciation; coordinate with SPR staff to organize logistics and provide lunch for one Forest Steward volunteer appreciation event
* Training for Volunteers, Forest Stewards and Residents; including organizing logistics, providing lunch, developing the agenda and speakers, and working collaboration with SPR staff. Provide individual data entry trainings using the *CEDAR* program, to Forest Stewards as needed in coordination with SPR staff.
* Monthly Tracking & Reporting: consultant shall submit notification to Green Seattle Partnership and the SPR using *CEDAR*, online data portal
* General Forest Steward Support and training like; plant and restoration education, tool and material request
* Digital Engagement: webpage and social media updates
* Community Outreach and Responsiveness to neighborhoods and residents
* Volunteer/crew recruitment and site leadership
* Comprehensive target weed removal and education of GSP sites (citywide)
* Teach weed compost pile construction methods to volunteers and residents
* Coordinate with SPR staff to lead small, medium and larger GSP Volunteer events
* Provide the temporary use of appropriate tools for volunteers
* Coordinate with SPR regarding work that occurs in environmentally-sensitive critical areas (including, but not limited to slopes 40% or greater and all types of wetlands) or needs for vegetation management that requires power equipment or herbicide application

**Additional Data**

The SPR shall have the option to request additional data related to program performance or management for auditing or evaluation purposes.

# 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/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

**MANDATORY**

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

**7.3 Questions.**

Proposers may 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 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.

###### 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. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**Hard Copy Submittal.**

Submit one (1) original unbound, two (2) 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.

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

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>

1. You can find Business License Application help here:[http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
2. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
3. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
4. The licensing website is <http://www.seattle.gov/licenses>
5. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
6. 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.
7. 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 Proposer Responsibility to Provide Full Response.**

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

7.10 **Prohibited Contacts.**

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

**7.11 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 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.

**7.13 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.

**Race and Social Justice Statement**

Seattle Parks and Recreation strives to create opportunities for racial equity in early learning, use departmental programs and projects to eliminate racial inequity, build racial equity in departmental policies, and partner with the community and other institutions to achieve racial equality in the community. SPR and the consultant have shared goals and mutual responsibilities to inform the community of this initiative while fulfilling this Scope of Work while also recruiting underrepresented community stakeholders (e.g. immigrants, refugees and communities of color) beyond existing partnerships and individual volunteers that have participated in past programs/projects. In this manner, the Green Seattle Partnership supports the efforts of the to work with all citizens to be good stewards of the environment, and to provide safe and welcoming opportunities to play, learn, contemplate, and build community.

**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, subconsultant awards and efforts.

## 7.26 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.

## 7.27 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 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.

**7.28 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 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 (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. **Mandatory - 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.

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

1. **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 – Contract Exceptions**: This submittal details any “Exceptions” you request to the City contract boilerplate, following all the limits provided in Section 6 of the RFP/RFQ.
2. **Mandatory - Proposal Response**: 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. Consultant Questionnaire (see Embedded Form).
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).
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 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.
	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 |
| Proposed Delivery of Services | 50 |
| Cost Proposal  | 10 |
| Inclusion Plan  | 10 |
| **Total** | **130** |

* 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.If interviews are conducted, they will be worth 10 additional points.
	2. **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.
	3. **Selection:** The City shall select the highest ranked Proposer(s) for award including the interview (If applicable) and written proposal.
	4. **Contract Negotiations.** The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

**A&E 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.

# Award and Contract Execution.

The Project Manager will provide timely notice of an 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 shall provide written notice to the City Project Manager. 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/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, link to Insurance Transmittal Form below.

(See Attachment - A)

**Standard Consultant Contract Template**

Found here:

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

# Attachment - A

#  goodlargecolorcitylogocopyCity of Seattle CONSULTANT CONTRACT

**INSURANCE REQUIREMENTS TRANSMITTAL FORM**

|  |
| --- |
| **CITY STAFF ONLY: COMPLETE ALL YELLOW FIELDS** |
| **Contract:** Green Seattle Partnership Volunteer Coordination **Contract Number:** CC2017-1910-001 |
| **Contract** **Manager:** J. Jainga **Department:** SPR **Telephone:** 206-684-4113  |

This Insurance Requirements and Transmittal Form shall serve as an attachment and/or exhibit form to the 2017 Green Seattle Partnership Volunteer Coordination (“Contract”), and shall be interpreted and applied together as a single contractual instrument between the City of Seattle (“City”) and (“Consultant”).

**CONSULTANT: SEND THIS FORM TO YOUR INSURANCE PROFESSIONAL TO COMPLETE THE GREEN BOX AND TO ENSURE COMPLIANCE WITH ALL THE COVERAGE REQUIREMENTS, TERMS AND CONDITIONS REQUIRED BY THE CITY OF SEATTLE.**

INSURANCE REPRESENTATIVE – ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

**⦁ COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY. (REQUIRED)**

 NAME:       POSITION:

 NAME OF COMPANY

 EMAIL:       TELEPHONE:       FAX:

⦁ **SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDINGTO:** THE CITY OF SEATTLE

 ATTN: Jon Jainga, 1600 S. Dakota St.

 SEATTLE, WA 98198

In the “Certificate Holder” field of the certificate of insurance, write “Attention: City of Seattle.”

**CITY STAFF: Insert Contract Manager name and address as mailing address above.**

**Upon award of the Contract, the Consultant shall maintain continuously throughout the entire term of the Contract, at no expense to the City, the following insurance coverage and limits of liability as checked below:**

**A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:**

**☒ Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be

$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”)

$2,000,000 Products/Completed Operations Aggregate

$2,000,000 General Aggregate

$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability

 **☒ Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS** **OF LIABILITY OF $1,000,000** CSL.

 **[ ]**  **MSC-90 and CA 99 48 endorsements** required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.

 **☒ Worker's Compensation** insurance for Washington State as required by Title 51 RCW.

**B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:**

**[x]  Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of $1,000,000 CSL. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

**[ ]  Contractor’s Pollution Liability** insurance with minimum limits of liability of **[ ]** $1,000,000 **[ ]** or$      CSL each claim.

**[ ]  Aviation Liability** insurancefor bodily injury, death, property damage, contractual and passenger liability with minimum limits of **[ ]** $1,000,000 or **[ ]** $      CSL each occurrence.

**[ ]  Watercraft/P&I Liability** insurance with minimum limits of **[ ]** $1,000,000 or **[ ]** $      CSL each occurrence.

**[ ]  Federal Maritime** insurance with:

 **[ ]  U.S.L.&H.** minimum limits **[ ]** $1,000,000 or **[ ]** $     .

 **[ ]  Jones Act** minimum limits **[ ]** $1,000,000 or $     .

**[x]  Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant’s profession. The minimum limit shall be **[x]** $1,000,000 or **[ ]**  $      each claim.

**[ ]  Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage)** withminimum limit **[ ]** $1,000,000 or **[ ]**  $      per occurrence and in the aggregate. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and “Provide Required Notice of Cancellation to Another Entity’ SIO form CR 20 17 10/10.

**[ ]  Technology Errors & Omission (E&O) Insurance** including but not limited to security and privacy liability withminimum limit of **[ ]** $1,000,000 or **[ ]**  $      each claim.

**[x]  Information Technology –Cyber Liability (Network Security Liability and Privacy Liability)** withminimum limit **[x]** $1,000,000 or **[ ]**  $      per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Consultant’s Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Consultant’s computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Consultant’s computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

1. **CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** Consultant shall include “the City of Seattle” as an additional insured to all of the insurance coverage listed and checked above in Sections A and/or Sections B; which must also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Contractor’s insurance coverage to provide the City of Seattle additional insured coverage as set forth herein.
2. **NO LIMITATION OF LIABILITY:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle’s requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Consultant or any of the Consultant’s insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
3. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** Consultant’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. Consultant’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Consultant’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Consultant’s CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer’s Liability exclusion, (e) any “Insured vs. Insured” or “cross-liability” exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Consultant’s failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Consultant or reduced and/or offset against the Contract.
4. **SUBSTITUTION OF SUBCONSULTANT’S INSURANCE:** If portions of the scope of work are subcontracted, the subconsultant or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified in this Insurance Transmittal Form are satisfied.
5. **NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Consultant or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days’ notice for non-payment of premium.
6. **CLAIMS MADE FORM:** If any insurance policy is issued on a “claims made” basis, the retroactive date shall be prior to or coincident with the effective date of the Contract. The Consultant shall either maintain “claims made” forms coverage for a minimum of three years following the expiration or earlier termination of the Contract, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant’s financial responsibility for liability for services performed.
7. **INSURER’S A.M. BEST’S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
8. **SELF-INSURANCE:** The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term “insurance” wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
9. **EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** Consultant must provide the following list of evidence of insurance:
10. A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
11. An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL or other additional insurances required (and if required Consultant’s Pollution Liability insurance policy).
12. A copy of all other amendatory policy endorsements or exclusions of Consultant’s insurance CGL/MGL policy that evidences the coverage required.

At any time upon the City’s request, Consultant shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Consultant shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

**NOTE: CERTIFICATES WITHOUT ATTACHED ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED WORDING COVERAGE FOR THE CITY OF SEATTLE WILL NOT BE APPROVED!**