 **City of Seattle**

**REQUEST FOR PROPOSALS**

**ITD 2-1004-19**

**Consultant Contract**

**Project Title: MCIS 2.0 Program Manager**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release | 7/19/2019 |
| Optional Pre-Submittal Conference  **[Seattle Municipal Tower 4105]**  [Join Skype Meeting](https://meet.seattle.gov/laura.park/6J6H8VHY) | 7/25/2019 @ 11-12:30 (PST) |
| Deadline for Questions | 7/30/2019 @ 5 PM (PST) |
| Response Deadline | 8/2/2019 @ 5 PM (PST) |
| Interviews | Week of 8/12/2019 |
| Announcement of Successful Proposer(s) | Week of 8/19/2019 |
| Contract Execution | 8/2019 |

*The City reserves the right to modify this.*

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

**Procurement Contact Information**

Procurement Contact: Laura Park, Seattle IT Contracts Advisor,

laura.park@seattle.gov, 206-733-9595

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** |
| Attn: Laura Park – IT Contracts  City of Seattle Information Technology Department  700 Fifth Avenue, Suite #2700  Seattle, Washington, 98104 | Attn: Laura Park – IT Contracts  Seattle Municipal Tower  P.O. Box 94709  Seattle, Washington, 98124-4709 |

Unless authorized by the Procurement Contact, 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.

**Position Description:** The City of Seattle (“City”) is a commercial, cultural and advanced technology hub with over twenty-five (25) departments and agencies, and municipal court. We are committed to becoming a safe, affordable, vibrant, innovative, and connected city. Seattle Information Technology (Seattle IT) in tandem with the Seattle Municipal Court (SMC) are seeking a highly motivated and qualified professional to fill the role of Program Manager to manage the implementation of the new Municipal Court Information System (MCIS 2.0); a digital and business transformation project. This position will have a matrix reporting structure to SMC's Court Administrator and Seattle IT. It is expected that the Consultant perform Professional Services onsite at Seattle Municipal Court for the term of this Contract.

**Background Information:**

**Seattle IT** provides technology leadership for the city enterprise, developing common standards, architectures, and business solutions; focused on delivering best-in-class digital services in developing scalable, sustainable solutions that enable departments to deliver city services more efficiently and effectively to constituents. Seattle IT harnesses the power of technology and telecommunications to facilitate city government serving Seattle's residents and businesses.

**Seattle Municipal Court** is one of the highest volume Courts of Limited Jurisdiction in Washington State. SMC is an innovative court with a community-based approached to judicial administration. The court adjudicates all misdemeanor and gross misdemeanor crimes, infractions, and civil violations authorized under the Seattle Municipal Code and certain Revised Code of Washington Statutes.

**Project Description:** Municipal Court Information system (MCIS) is one of the last City legacy systems, developed internally in 1990 using IBM's Informix platform to capture key court case events, as well as for parking and infractions, probation and defendant financial accounts. The Seattle Police Department, City Attorney, King County Department of Public Defense, King County Jail, the Department of Licensing, State Administrative Office of the Courts (AOC), and all criminal justice-related stakeholders rely on MCIS. SMC is mandated by law to provide a continuous permanent record of court case events, including dates, hearings, and outcomes. MCIS also tracks defendant compliance with court-ordered sanctions and tracks all related fines, costs, fees and restitution. The purpose of the MCIS 2.0 Replacement Project is to plan and implement an enterprise-wide court Case Management System (CMS) that will meet the business needs of SMC and the broader criminal justice community. The replacement of MCIS is a multi-million-dollar, multi-year project. The project is transitioning from Phase I, which consists of selecting a software solution, to Phase II, which consists of configuring or modifying the software solution and implementing the new system enterprise-wide. The project is currently wrapping up Phase I and signed a contract with a vendor in June 2019.

# Performance Schedule.

It is estimated that the selected Consultant will start at the signing of the work order and services will continue through six (6) months post Go-Live, approximately three years from project kick-off with the vendor. Depending on project readiness, this term limited assignment may be extended.

# Solicitation Objectives.

The City seeks a qualified Consultant to provide professional services to SMC and Seattle IT for Program Management with respect to the purpose of the project’s objectives and its performance.

# Minimum Qualifications.

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

* The Consultant must have 10+ years of experience providing expert level project management on highly complex projects. Degree of complexity is reflected in the size of the project, cost of the project, size of project team, depth and breadth of project manager role and responsibility, span of project impact (i.e., enterprise-wide, multi- departmental, or having a major market or external impact).
* The Consultant must have provided project management consulting for at least two (2) completed projects within the last seven (7) years (2012-2019) where a business solution was implemented using new technology platforms or major upgraded technology platforms with an organizational impact of at least 250 users.
* The Consultant must have professional experience in managing a team of professionals to include Project Managers and Business Analysts, developing and deploying project best practices from planning through transition and project closeout, managing projects using various Project Management Methodologies including Software Development Lifecycles (SDLC).

# Goals & Objectives.

The selected Consultant will be required to achieve the following goals and objectives as well as the other requirements specified in the Contract.

* On-Time and in Budget Completion: The selected Consultant is expected to achieve completion of the Project that is consistent with the Project’s approved schedule and budget.
* Financial Control: The selected Consultant is expected to manage the Project budget and expenditures, and ensure that the Project is delivered in a cost-effective manner that is consistent with the Project’s approved budget.
* Scope Control: The selected Consultant is expected to provide project leadership, best practices, and tools to guide and effectively collaborate with SMC to design, implement, test, train, deploy, and stabilize a complete operational, integrated case management system according to the requirements, specifications, and functionality set forth in the Solution Procurement RFP and Solution Procurement Contract.

# Scope of Work.

The City’s standard statement of work for Professional Services for Project Management contains definitions, executive summary, overview, assumptions, security and confidentiality, project management scope, general consultant responsibilities, issue resolution process, and change control process.

The following embedded statement of work and specifications are incorporated into the resultant contract.  To open the embedded documents, double click on the icon.



# Contract Modifications.

The City consultant Contract is attached (See Section 10.8).

The City has attached its boilerplate Contract terms so Consultants 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 a Consultant requests 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), Women-and-minority-owned firms (WMBE), Equal Employment Opportunities (EEO), Confidentiality, Debarment, or mutual indemnification -- such Exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Consultant 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 Consultant submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

**7.1 Registration into the Online Business Directory.**

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women-and-minority-owned firms (WMBE) are asked to self-identify (see section 7.26). 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. Consultants are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarifies issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues before the Question Submittal Deadline (7/30/2019 @ 5 PM (PST)) will be at the consideration of the Procurement Contact.

Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Vendors to submit written questions Vendors would like addressed at the pre-proposal conference to the Procurement Contact, in advance of the pre-proposal conference. This will allow the City to research and prepare helpful answers, and better enable the City to have appropriate City representatives in attendance.

**7.3 Questions.**

Consultants may email questions to the Procurement Contact until the deadline, 7/30/2019 @ 5 PM (PST). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. Questions and answers will be posted on the City of Seattle’s Consultant Connection website: <https://consultants.seattle.gov/>.

## 7.4 Changes to the RFP.

The City may make changes to this RFP if, in the sole judgment of the City, the change will not compromise the City’s objectives in this solicitation. Any change to this RFP will be made by formal written Addendum issued by the City and shall become part of this RFP. Changes to the RFP will be posted on the City of Seattle’s Consultant Connection website: <https://consultants.seattle.gov/>.

## 7.5 Consultant Connection.

All addenda will be posted on the City of Seattle’s Consultant Connection website: <https://consultants.seattle.gov/>.

**7.6 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; however, the City does not guarantee that such services have accurately provided all the information published by the City. All addenda will be posted on the City of Seattle’s Consultant Connection website: <https://consultants.seattle.gov/>.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the City reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

## 7.7 Proposal Submittal.

Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

All pages are to be numbered sequentially, and closely follow the requested formats.

The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.

The Consultant 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.

## 7.8 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 Procurement Contact (see page 2), by the submittal 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, e.g. PROPOSAL RESPONSE for RFP 2-1004-19 from <insert company name>.
3. Any risks associated with an electronic submittal are borne by the Proposer.
4. The City’s e-mail system will typically allow documents up to 20 Megabytes.
5. If the Proposer also submits a hard copy, the hard copy has precedence.

## 7.9 Consultant Responsibility to Provide Full Response.

It is the Consultant’s responsibility to respond in a manner that does not require interpretation or clarification by the City. The Consultant is to provide all requested materials, forms, and information. The Consultant is to ensure the materials are submitted properly and accurately reflect the Consultant’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 Consultant after the RFP deadline; this does not limit the City’s right to consider additional information (such as references that are not provided by the Consultant but are known to the City, or past City experience with the Consultant), or to seek clarifications as needed.

## 7.10 Prohibited Contacts.

Consultants 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 Consultant or another person acting on behalf of the Consultant) 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 Consultant that initiates such contacts may be rejected from the process.

## 7.11 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.

## 7.12 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/employee(s) 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. A Consultant Questionnaire Form is provided in the submittal package asking 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 and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>.
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 [www.seattle.gov/self/](http://www.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](mailto:rca@seattle.gov). The main phone is 206-684-8484.
10. The licensing website is <http://www.seattle.gov/licenses>.
11. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at [tax@seattle.gov](mailto:tax@seattle.gov) to request additional assistance.
12. 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.

## 7.13 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.

## 7.14 Federal Excise Tax.

## The City is exempt from Federal Excise Tax.

## 7.15 No Guaranteed Utilization.

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

## 7.16 Expansion Clause.

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

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

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change 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.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

## 7.17 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Consultant object to this condition, the Consultant must object prior to the Q&A deadline on page 1.

## 7.18 Cost of Preparing Proposals.

The City is not liable for costs incurred by the Consultant to prepare, submit and present proposals, interviews and/or demonstrations.

## 7.19 Readability.

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

## 7.20 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.

## 7.21 Errors in Proposals.

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

## 7.22 Withdrawal of Proposal.

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

## 7.23 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.

## 7.24 Incorporation of RFP and Proposal in Contract.

This RFP and Consultant’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 Consultant.

## 7.25 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.

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.

## 7.26 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.

## 7.27 Women and Minority (WMBE) 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 subconsultant 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 subconsultants 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.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City’s [Online Business Directory](http://www.seattle.gov/city-purchasing-and-contracting/online-business-directory). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises (OMWBE)](https://omwbe.wa.gov/).

## 7.28 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Consultant must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Consultants may elect to provide the requested insurance documents within their submittal.

## 7.29 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).

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, contact the Procurement Contact 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 the City (see page 4 on the Consultant Questionnaire) 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 Consultant acknowledges this obligation; the Consultant 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 Consultants 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, visit <https://www.seattle.gov/public-records/public-records-request-center>.

## 7.30 Ethics Code.

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, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

**7.30.1 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 of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. 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.

**7.30.2 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.

**7.30.3 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.

**7.30.4 No Conflict of Interest.**

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

**7.30.5 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. See Initiative 122, 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](mailto:polly.grow@seattle.gov).

## 7.31 Background Checks and Immigrant Status.

Workers that will be performing the work under this Contract must successfully pass the City’s and Seattle Municipal Court’s (SMC) background checks. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

The SMC background check includes a criminal history background review, fingerprinting, and reference checks.

# 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. **Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you sent one to the City for previous solicitations.



1. **Optional - Letter of interest:**

Consultant may include a Letter of Interest no longer than a single 8.5” x 11” page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

1. **If Applicable - Proof of Legal Business Name:**

Provide a certificate 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/>

1. **Mandatory – Minimum Qualifications:**

Complete this page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Provide attachments or additional information as requested. Remember that the determination you have achieved all the minimum qualifications is made from this page. The Procurement Contact is not obligated to check references or search other materials to make this decision.



1. **Mandatory – Consultant Inclusion Plan:**

You must submit the following in your response. Click on the following link to open the Consultant Inclusion Plan:



1. **Mandatory - Proposal Response:**

This document details the submittal requirements for your proposal response. Proposal Responses must be limited to twenty (20) pages total. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.



1. **Mandatory – Cost and Pricing:**

State the firm fixed price to perform the Work. Also, provide a rate sheet for different kind of resources and expertise. The rate sheet will not be evaluated, but the City reserves the right to utilize the pricing on the rate sheet throughout the duration of the Agreement. Travel costs for Consultant shall be at no cost to the City; City will not reimburse the Consultant for any Consultant costs associated with travel.



1. **Submittal 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. Mandatory – Consultant Questionnaire.
2. If Applicable – Proof of Legal Business Name
3. Mandatory – Minimum Qualifications Sheet
4. Mandatory – Consultant Inclusion Plan
5. Mandatory – Proposal Response (see Proposal Response Section, above)
6. Mandatory – Cost and Pricing
7. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5” x 11” page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

# Selection Process.

**Round 1:** **Minimum Qualifications and Responsiveness:** The City will first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Round 2. The Consultant Questionnaire, Equal Benefits, and Minimum Qualifications will be screened in this round to determine Consultant responsiveness.

**Round 2:** **Written Proposal Evaluation:** The City will evaluate written proposals using the criteria below. Responses will be evaluated and scored across three areas: Proposal Response, Cost Proposal, and Inclusion Plan. Proposals that cluster within a competitive range, in the opinion of the evaluation team, shall continue to Round 3. The City has the option to find proposals highly deficient in an area or whose price is significantly higher/lower than the others as uncompetitive.

**Written Evaluation Criteria:**

|  |  |
| --- | --- |
| Proposal Response | 135 |
| Cost Proposal | 45 |
| Inclusion Plan | 20 |
| **Total Points** | **200** |

Cost Proposals will be evaluated based on the proposed total cost for three (3) years of Professional Services. Cost Proposal will be scored as follows: The lowest cost proposal will receive the maximum amount of points available. Cost has a maximum of 45 points. Higher cost proposals will receive a percentage of the maximum amount of points available. The following calculation will be used to assign points: Lowest Price / Proposed Price x Max Points = Points Awarded.

Cost Example: Consultant 1 $100,000 cost proposal, Consultant 2 $225,000 cost proposal.

Consultant 1: $100,000 (lowest cost) / $100,000 (proposed cost) x 45 (max points available) = 45 (points awarded)

Consultant 2: $100,000 (lowest cost) / $225,000 (proposed cost) x 45 (max points available) = 20 (points awarded)

The Inclusion Plan will be evaluated and assigned a score by the evaluation team.

**Round 3: Interviews:** The City, at its sole option, may require that Consultants that cluster within a competitive range participate in an interview in Seattle. Should only a single Consultant remain active and eligible to provide an interview, the City shall retain the option to proceed with an interview, or may waive this Round. Consultants invited to interviews are to bring the key personnel named by the Consultant in the Proposal and may bring other key personnel. 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 Procurement Contact. The interviews will be scored using the points below. Points from Round 2 will not be carried over to Round 3.

Evaluation Criteria:

|  |  |
| --- | --- |
| Points possible from Interview | 160 |
| **TOTAL POSSIBLE POINTS** | **160** |

**Round 4: Reference Checks:** At the City’s option, the City may contact one or more professional references that have been provided by the Consultant or other sources that may not have been named by the Consultant but can assist the City in determining performance. If reference checks are conducted, they will be scored on a pass/fail basis.

**Round 5: Selection:** The City shall select the highest ranked Consultant for award from the written proposal round or the interview (if applicable). The City reserves the right to make a final selection based on the overall consensus of the evaluation team.

**Round 6: Agreement Negotiations:** The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Consultant. 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).

**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.

**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 Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

## 10.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact.

## 10.2 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. 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.

## 10.3 No Debriefs.

The City issues results and award decisions to all Proposers. The City will not provide debriefs for this RFP.

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

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

## 10.5 Checklist of Requirements Prior to Award.

The Consultant(s) should anticipate the Letter will require the following items, at a minimum. 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
* Evidence of Insurance (if required)
* Special Licenses (if any)

## 10.6 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.



## 10.8 Standard Consultant Contract Template

Found here:

