



# Seattle

## REQUEST FOR QUALIFICATIONS Consultant Contract

**Project Title: Seattle Center On-Call Architectural Services**

### Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	3/16/2022
Optional/ Pre-Submittal Conference Join from the meeting link <a href="https://seattle.webex.com/seattle/j.php?MTID=m99d44973f879c9d1be85131c24937f87">https://seattle.webex.com/seattle/j.php?MTID=m99d44973f879c9d1be85131c24937f87</a>  Join by meeting number Meeting number (access code): 2485 258 3139 Meeting password: S7uDQNnie36	3/23/2022 At 1:00pm PST
Deadline for Questions	3/30/2022 At 5:00pm PST
Deadline for Answers from the City	4/4/2022 At 5:00pm PST
Response Deadline	4/6/2022 At 5:00pm PST
Interviews	4/15/2022
Announcement of Successful Proposer(s)	4/19/2022
Anticipated Negotiation Schedule	4/19/2022
Contract Execution	4/25/2022

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

#### **Mayor's Executive Order 2021-08 Vaccination Requirements for City Contractors**

The Consultant, by submitting its Proposal, agrees that it will comply with Mayor's Executive Order 2021-08, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, the Consultant shall submit the City provided Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax)) no later than 5 days prior to the

start of the Work. During the performance of the Work, Consultant shall provide an updated Vaccine Attestation form upon the City's request.

The Executive Order and Vaccine Attestation Form are incorporated herein and are available at: [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax).

All costs related to the Mayor's Executive Order shall be considered included with or incidental to other Bid/Cost items.

# Procurement Contact Information

Procurement Contact: Delia Tyrrell, delia.tyrrell@seattle.gov

**Table 2: Delivery Address**

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

<b>Fed Ex &amp; Hand Delivery - Physical Address</b>	<b>US Post Office - Mailing Address</b>
Seattle Center, Redevelopment Office Attention: Delia Tyrrell 305 Harrison Street Armory Room 109 Seattle, WA 98109 Electronic submissions to: Delia.Tyrrell@seattle.gov	Seattle Center, Redevelopment Office Attention: Delia Tyrrell 305 Harrison Street Armory Room 109 Seattle, WA 98109

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.

## Table of Contents

1.	Purpose and Background.....	4
2.	Performance Schedule. ....	4
3.	Solicitation Objectives. ....	4
4.	Minimum Qualifications. ....	5
5.	Scope of Work. ....	5
6.	Contract Modifications.....	7
7.	Procedures and Requirements.....	7
8.	Response Materials and Submittal.....	15
9.	Selection Process.....	17
10.	Award and Contract Execution.....	19

## 1. Purpose and Background.

The City of Seattle, through its Seattle Center department Redevelopment Office, is seeking qualified architecture firms to provide on-call architectural services for maintenance and capital improvement projects. Projects will be identified as funding becomes available. Initial projects are expected to be reroofing projects, building envelope projects, space planning, and building remodels.

Originally built for the 1962 World's Fair, with nearly 5,000 events on the 74-acre, the Seattle Center campus attracts approximately 12 million visits annually. Visitors enjoy a variety of commercial and free programs, world-class arts and cultural organizations, the Space Needle, the Pacific Science Center, Climate Pledge Arena, Marion Oliver McCaw Hall, Cornish Playhouse, the Repertory Theater, the Children's Theater, Chihuly Garden and Glass, the Museum of Popular Culture, and active and quiet open spaces. Several facilities are or will be Landmarked.

Development of Seattle Center is guided by the Century 21 Master Plan, adopted by the Seattle City Council in August, 2008 and amended in 2011. The Master Plan is a flexible framework, based upon a series of Planning and Design Principles intended to shape redevelopment over the next twenty years at Seattle Center.

## 2. Performance Schedule.

The City intends to issue work orders or contract amendments for these services, to be used as the need arises. Services will be used for a variety of small and medium projects. The initial contract will be for one year with the option to renew for up to four more years.

Payment is subject to the continuing appropriation authority of the Seattle City Council. Proposer agrees that there is no guarantee of a minimum amount of work or minimum payment under this contract.

## 3. Solicitation Objectives.

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

Select a consultant, or multiple consultants, available for on-call architectural services for the following projects:

- Re-roofing;
- building envelope;
- space planning;
- building remodeling (interior and exterior);
- restroom remodel projects;
- other architectural-related projects as required.

Additional projects that may or may not be included within this scope include:

- urban and landscape design;
- updating the Seattle Center master plan.

## 4. Minimum Qualifications.

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

- Firm licensed in the State of Washington to provide architectural services;
- Firm has provided architectural services for a minimum of three (3) years.
- Firm has provided plans and specifications on a minimum of three (3) public works projects. Projects that will meet the minimum qualifications include ones where the architectural firm provided plans and specifications as a subconsultant.
- The Consultant's office is within fifty miles of Seattle Center.

## 5. Scope of Work.

The following are potential scopes of work.

### SCOPE #1

The Center currently has several roofs that need replacement. As funding becomes available these roofs will be scheduled for replacement.

In addition to the roof replacements, the following needs to be considered - drainage, flashings, parapets, energy retrofits, Seattle Building Code requirements, the roof top mechanical systems, and other building specific issues. Drainage and the numerous roof penetrations need to be addressed and appropriate solutions recommended. The design must also incorporate fall protection and maintenance access as needed.

Roofs that may be replaced as funding becomes available are on the Seattle Repertory Theatre, Fisher Pavilion, International Fountain Pavilion, the Central Utility Plant, McCaw Hall, Armory, and the Center Park. Other roofs could be added as needed.

### SCOPE #2

The Center currently has several buildings that have declining building envelope conditions to include building cladding and fenestration. As funding becomes available these areas of concern will be scheduled for repair/replacement.

Buildings under consideration are Seattle Repertory Theatre, Exhibition Hall / Phelps Center, Cornish Playhouse, and Northwest Rooms. Other buildings may be added as needed.

### SCOPE #2

Facility and space planning studies for offices, warehousing, and storage. Building remodel designs and preparation of plans and specifications.

### SCOPE #3

The Center has restrooms which require modernization. The Architectural Consultant may be asked to

provide plans and specifications for the restroom modernizations.

#### **SCOPE #4**

The Center may have additional architectural needs that require Architectural Services.

Following are descriptions of the key components that may be required for some of the projects.

- A. Logistics Planning: The buildings and grounds are open to the public and occupied throughout construction. Thoughtful examination of building uses and use patterns will need to be considered. Among other considerations the bid documents will need to address staging areas, hours of operation, materials disposal, construction vehicle routes and parking, noise controls, and safety plans.
- B. Existing Conditions: The Owner will hire a testing company to take building material samples to verify existing construction and conditions. If necessary, the Owner will retain a consultant to do further checks for asbestos and lead paint. Locations will be selected in consultation with the Architectural Consultant.
- C. Working with Building Occupants: Seattle Center will establish an Owner's Team that includes representatives of the building tenant and Center staff including maintenance staff. These staff have considerable experience in the buildings and can aid the designer in identifying problems and in ensuring that impacts on the buildings occupants and events are minimized. Input from building users will need to be considered in the design and construction.
- D. Schematic and Design Development Documents: The Architectural Consultant will prepare schematic and design development drawings.
- E. Presentations to the Seattle Landmarks Commission and/or Seattle Design Commission: If the project requires review by the Seattle Landmarks Commission and/or the Seattle Design Commission the Architectural Consultant will be required to prepare presentation documents and present the project to these review commissions.
- F. Estimate of Probable Construction Cost: Detailed estimates of probable construction cost will be required. The estimates shall take into account the logistics of working on the specific building.
- G. Schedule: The Architectural Consultant shall provide a projected construction schedule that has Center and building events integrated into the schedule. This schedule will be incorporated in the bid documents.
- H. Permit Acquisition: The Architectural Consult will assist Seattle Center staff with permit acquisition and will be responsive to the permitting agency(ies) as needed.
- I. Construction Documents: The Architectural Consultant will prepare construction drawings and the technical specifications. If required for the design the Architectural Consultant will provide electrical, mechanical, structural, landscape architectural, and other services as required to support the architectural design. Division 0 and Division 1 will be prepared by the Seattle Center in consultation with the Architectural Consultant.

- J. Assistance During Bidding: The Architectural Consultant shall be available to respond to questions and prepare amendments during the bidding process.
- K. Construction Administration: Possible responsibilities include attending contractor/Owner meetings, evaluating and monitoring schedule of values, review and recommendations on pay applications, responding to RFIs, reviewing submittals, evaluating change order proposals, and on-site field observation and documentation. The Architect Consultant shall review the contractor's operation and maintenance manuals for completeness and shall prepare record drawings based upon the Contractor's as-builts.

## 6. Contract Modifications.

The City consultant contract is attached (See Section 10).

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 and EEO, 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.

## 7. Procedures and Requirements.

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

### 7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, email FAS\_PC@seattle.gov .

### 7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarifies issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

### **7.3 Questions.**

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. 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 and shall become part of this RFP/RFQ.

### **7.5 Receiving Addenda and/or Question and Answers.**

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

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

### **7.6 Proposal Submittal.**

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in Section 8: Response Materials and Submittal. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

### **7.7 Electronic Submittal.**

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

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it will not be lost in an e-mail stream.
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard copy, the hard copy has precedence.

### **7.7 Hard Copy Submittal.**

Delivery is to the location specified on Page 2, Table 2.



Submit one (1) original unbound, (2) bound copies, and one (1) electronic copy of the response. The City will not accept Fax and USB drive copies as originals in lieu of paper or e-mail copy submittals. If a USB drive or Fax version is delivered to the City, the paper or e-mail copy will still be the only official version accepted by the City.

- a. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person's name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
- b. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Do not use plastic or vinyl binders or folders. The City encourages you to use 100% recycled stock.

### **7.8 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 License and Business Tax Requirements.**

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

#### **Seattle Business Licensing and associated taxes.**

- a. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility/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).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.

- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/)
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. 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.
- l. 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.

**7.12 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.

**7.13 Federal Excise Tax.** The City is exempt from Federal Excise Tax.

**7.14 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.

**7.15 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 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.

#### **7.16 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.

#### **7.17 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.

#### **7.18 Readability.**

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

#### **7.19 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.

#### **7.20 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.

#### **7.21 Withdrawal of Proposal.**

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

#### **7.22 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.

#### **7.23 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.

#### **7.24 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.

### **7.25 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.

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

### **7.27 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 Proposer 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. Proposers may elect to provide the requested insurance documents within their Proposal.

## 7.28 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, 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 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, visit <https://www.seattle.gov/public-records/public-records-request-center>.

### **7.29 Ethics Code.**

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

### **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. See Initiative 122, or call the Ethics Director with questions.

### 7.30 Background Checks and Immigrant Status.

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, 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/purchasing-and-contracting/social-equity/background-checks>.

### 7.31 Notification Requirements for Federal Immigration Enforcement Activities.

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

## 8. Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in the order requested, may cause the City to reject your response. Please limit your submittal to 50-pages front and back.**

### 1. 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/fas-cpcs-consultant-questionnaire.docx>

### 2. Letter of interest (optional).

### 3. Proof of Legal Business Name (if applicable):

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/>

**4. 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 evaluation committee is not obligated to check references or search other materials to make this decision.

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

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx>

**6. Mandatory - Proposal Response:**

This document details the submittal requirements for your proposal response.

**A. Description of Organization, Management and Team Members.**

Provide a description of the team/consultant organization, and a work plan that identifies the personnel to be assigned. The organization description should clearly identify who will be the project manager for this term contract, and the day-to-day contact person for the job. Include resumes of key personnel and indicate which branch office they work out of. The City expects to work with the same project manager during the term of the contract but expects that the team will be tailored to the size of each individual project.

**B. Organization Qualifications.**

Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If available, give examples of other on-call services contracts. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide information on the subconsultant firm and personnel likely to be used.

**C. References, Related Experience and Examples of Work.**

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed. Show small sized, medium sized and on-call service contracts, if available.

Provide a list of all projects and public sector work completed within the last five years. This should include, if applicable; State or local Governments, or other public sector entities; Public or Private Campuses. For each project, provide the name and type of project, budget vs. completion cost, completion date, client name, address and client's project representative phone number.

**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. Proof of Legal Business Name (if applicable)
3. Mandatory – Minimum Qualifications Sheet
4. Mandatory – Consultant Inclusion Plan
5. Mandatory – Proposal Response (see Proposal Response Section, above).
6. 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.

## 9. Selection Process.

### 9.1 Initial Screening

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

### 9.2 Proposal Evaluation

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked. The highest scoring Proposers will move forward to the interview round.

#### 1. Experience, Organization and Approach of the Firm to Carry Out and Manage the Proposed Project.

##### Experience and Organization of Proposed Team

The proposing firm and subconsultants (Team) should together consist of the appropriate disciplines to provide the potential tasks listed in the scope of work and be organized to provide on-call architectural services. Members of the Team should have experience in providing architectural on-call services. Some or all of team members should have previously worked together on similar projects.

##### Project Management Approach

The Project Manager should have experience managing teams and projects. The Project Manager’s time should be appropriately committed to the project with a Team structure that provides adequate capability to perform both volume and quality of needed work. Show how the Team will meet the potential workload required by multiple tasks.

##### Technical Background of Key Individuals on the Team

Show how proposed team members, as demonstrated by enclosed resumes, have relevant technical experience for their role in the project. Staff should have appropriate licenses, registrations, and certifications.

##### Experience Working with Public Sector Agencies

Show the Team’s experience working with public agencies and the experience providing public procurement documents. Explain how Team leadership understands the nature of public sector work and its decision-making process.

**2. Budget and Schedule Management**

The Consultant should show their experience with managing budgets and schedules for public agency projects. Proposer should have a system or process for managing cost and budget. de examples of successful budget management for public sector projects.

**3. References**

Provide three (3) references from clients that are for work that’s equivalent to the Scope of Work. Please do not provide references from anyone employed by Seattle Center.

**4. Inclusion Plan**

The Consultant’s Inclusion Plan must be responsive to the City’s goals as shown in Section 7.26.

**Evaluation Criteria:**

<b>Experience, Organization and Approach</b>	<b>Possible Score</b>
Experience and Organization of Proposed Team	<b>20</b>
Project Management Approach	<b>20</b>
Technical Background of Key Individuals on the Team	<b>10</b>
Experience Working with Public Sector Agencies	<b>20</b>
<b>Budget and Schedule Management</b>	
Budget and Schedule Management	<b>15</b>
<b>References</b>	
References	<b>5</b>
<b>Inclusion Plan</b>	
Inclusion Plan	<b>10</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**9.3 Interviews**

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City using the results of the interview score only. Consultants invited to interview are to bring the assigned key person(s) 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 Procurement Contact. If interviews are conducted, they will be worth 100 points.

**9.4 References**

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

**9.5 Selection**

The City shall select the highest ranked Proposer, or Proposers, for award. The City reserves the right to select multiple Proposers. If interviews are conducted, the City reserves the right to make a final selection based on the score of the interview only.

## 9.6 Contract Negotiations

The highest ranked Proposer, or Proposers, 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 cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

## 9.7 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.

## 9.8 Repeat of Evaluation:

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

# 10. Award and Contract Execution.

The 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. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

## 10.2 Protests – Purchasing and Contracting.

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 <https://www.seattle.gov/purchasing-and-contracting/doing-business-with-the-city/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 Limited Debriefs.

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

## 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 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.
- Evidence of Insurance (if required)
- Special Licenses (if any)
- Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax))

#### **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>

#### **10.7 Insurance Requirements**

- Proof of insurance is required, link to Insurance Transmittal Form below.  
<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx>

#### **10.8 Standard Consultant Contract Template**

Found here:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-PC-consultant-standard-roster-consultant-agreement.docx>