 **City of Seattle**

**REQUEST FOR PROPOSALS**

**#RET-2024-03**

**Consultant Contract**

**Project Title: Auditing Services for SCERS**

**Solicitation Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Events** | **Date** |
| RFP Issued: | Wednesday, July 17, 2024 |
| Optional Pre-Submittal Conference(Virtual only. Please contact Nina Melencio at nina.melencio@seattle.gov for Teams log-on information) | Tuesday, August 6, 2024 at 10:00 am PST |
| Deadline for Questions | Friday, August 16, 2024 |
| Response Deadline | Friday, August 30, 2024 at 3:00 pm PST |
| Interviews (if needed): | September 26, 2024 |
| Anticipated Negotiation Schedule | October 14 – November 1, 2024 |
| Contract Execution | Mid November 2024 |
| Contract Effective Date: | January 1, 2025 |

*The City reserves the right to modify this schedule.*

*Changes to the due date are posted on the City website and by amendments or as otherwise stated.*

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME***

***AND MUST BE AT THE LOCATION STATED IN SECTION 6 OR AS AMENDED.***

By responding to this Request for Proposal (RFP), Proposer agrees that it has read and understands all documents within this RFP package.

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# Purpose and Background.

**1.1 Purpose**:

The Seattle City Employees’ Retirement System (SCERS) is seeking proposals from qualified auditing consulting firms to provide financial audit services for our organization’s annual financial statements in compliance with Generally Accepted Government Auditing Standards (GAGAS) beginning with the fiscal year ending December 31, 2024, and its annual GASB 67/68 Disclosure Report.

The selected consultant is expected to meet with SCERS’s Board of Administration (Board) to discuss each year’s auditing report.

The RFP process is open to auditing consulting firms that meet the City’s minimum requirements. The City reserves the right to reject any and all proposals, as well as to waive any minor irregularities in proposals.

**1.2 Background:**

**Plan Overview:**

SCERS provides pension benefits to former City of Seattle employees and their beneficiaries through a defined benefit plan. There are approximately 13,400 active and deferred members and 7,600 retired members (or their beneficiaries) who participate in the plan. SCERS is not regulated by ERISA, although it generally follows ERISA requirements.

**Plan Oversight:**

SCERS is governed by its Board of Administration (Board), as provided by state law (RCW 35.39 and 41.54), and the Seattle Municipal Code (SMC 4.36). The Board is comprised of seven members: three ex-officio members (City Finance Director, Seattle Department of Human Resources Director, and the City Council Finance Committee Chair, who chairs the Board), two active elected members, one retired elected member, and a seventh unaffiliated member appointed by the other six.

**Plan Structure:**

SCERS’s pension plan consists of two plans, SCERS 1 and SCERS 2. This request assumes that the consultant will perform separate analyses for both SCERS 1 and SCERS 2 plans and present them in a combined report. SCERS 1 includes members hired and enrolled before January 1, 2017, and SCERS 2 includes members hired and enrolled on or after January 1, 2017. Both plans essentially work the same way and many provisions between the two plans are the same, with the main difference being that the benefits provided under SCERS 2 are slightly less generous. The table below summarizes the most significant differences between the plans:



**Investments:**

SCERS stewards just over $4.1 billion in assets as of the latest reporting period. SCERS has a diversified pool of assets managed by several investment managers. SCERS has four professional investment staff, including a Chief Investment Officer, and works with an independent Investment Consultant.

**Internal Operations:**

SCERS maintains overall control of overseeing the City of Seattle’s pension benefits and is the principal point of contact for the consultant. The consultant will work directly with the Chief Finance and Operations Officer. Final authority for contract decisions rests with the Executive Director.

**Current Staff:**

SCERS is staffed by 30 individuals. Staff members support pension retirement operations, accounting, investments, and information technology.

The experience and general roles of the individuals who will be your primary contacts are described in this table:

|  |  |
| --- | --- |
| **Name & Title** | **Current Role** |
| Chief Finance/Operations Officer | Responsible for overall, fiscal and operational oversight of the City’s pension plans. |
| Finance & Accounting Manager | Responsible for oversight of SCERS’s Accounting Team and financial reporting. |

**1.3 Single Award:**

The City intends to award one contract and does not anticipate multiple awards. Regardless, the City reserves the right to make multiple or partial awards.

# Performance Schedule.

This will be a multi-year contract for five years beginning January 1, 2025.

The following timeline reflects an estimated schedule for completed deliverables.

|  |  |  |
| --- | --- | --- |
| **Approx. Date**  | **Deliverable**  | **Responsible Party**  |
| Early January  | Consultant provides SCERS complete request list | Consultant |
| January 30th  | SCERS closes prior year transactions  | SCERS  |
| February – April | SCERS provides Consultant with information (as it is available, on a rolling basis) | SCERS  |
| February - April  | Consultant fieldwork/site visits (as needed) | Consultant  |
| Mid-April | SCERS provides draft financials to consultant | SCERS |
| Mid-May  | SCERS provides final financials to consultant | SCERS |
| Late May | Consultant delivers audit report and comments for review  | Consultant |
| Early June | Consultant delivers final audit report & workpapers to City ACFR auditors | Consultant |
| July Board Meeting (2nd Thursday of the month)  | Consultant presents Audit Report to Board  | Consultant  |
| October 1st | Consultant provides completed audit of prior year’s GASB 67/68 Disclosure Report | Consultant  |

# Solicitation Objectives.

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

* Access to:
	+ Critical technical consulting experience to support SCERS’s programs.
	+ Consultant support for purposes of program-related meetings.
	+ Auditing expertise related to public pension plans.

# Minimum Qualifications and Mandatory Requirements.

**4.1 Minimum Qualifications**

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

1. The Consultant must be a professional auditing firm in the business of providing employee benefit plan auditing consulting services for a minimum of five years;
2. The firm must have experience as a supervising auditor including consulting services, with specific reference to involvement with at least two major retirement systems, with specific reference to involvement with large cost-sharing public retirement systems;
3. The principal auditor assigned to provide services to SCERS must have a minimum of five years professional auditing experience.

# 5. Scope of Work.

**5.1 Contract Term:**

The contract is for five (5) years from January 1, 2025 through December 31, 2029, with one (1) two-year extension allowed at the option of the City. The Consultant may provide a notice to not extend to the City at least 45 days prior to the renewal date.

**5.2 Scope of Work:**

Seattle City Employees’ Retirement System (SCERS) seeks auditing services to perform the annual audits of the following:

1. SCERS’s financial statements; and
2. SCERS’s prior-year Schedules of Employer Allocations and Pension Amounts by Employer (also referred to as the GASB 67/68 Disclosure Report).

Primary components of work include:

1. Perform the annual audit of SCERS’s financial statements and related notes; and provide accountability and compliance services for each of the five years ending December 31, 2024 through December 31, 2028. The purpose of the audit is to obtain the consultant’s opinion on the fairness of the financial statements presented, and whether they conform with accounting principles generally accepted in the United States of America. The Consultant shall conduct the audit in accordance with Generally Accepted Government Auditing Standards (GAGAS) and shall include such tests, samplings, and other audit procedures as the auditor determines necessary in the circumstances. The consultant is also expected to work with and share workpapers as needed with the City of Seattle’s Annual Comprehensive Financial Report (ACFR) auditors.
2. Perform the audit of the Schedule of Employer Allocations and Pension Amounts by Employer and the related notes to both schedules (GASB 67/68 Disclosure Report). These schedules may be issued in conjunction with the issuance of SCERS’s December 31 Financial Statements or they may be issued separately from the financial statements. The Contractor shall conduct expanded employer census data testing.
3. Any additional services shall be subject to a new contract or amendment(s) to the contract entered pursuant to this RFP and subject to the provisions of all applicable City ordinances.
4. The Consultant shall prepare 10 copies of a standard audit report after auditing SCERS’s financial statements and related records. The audit report shall include an auditor’s opinion, statement of plan net assets, statement of change in plan assets, accompanying notes to the financial supplementary information as deemed appropriate and/or necessary by the Consultant.
5. The Consultant shall be responsible for requesting and acquiring access to any needed information pertinent to the audits of previous years’ financial statements. The most likely source of obtaining such information is SCERS’s prior Consultant for the Annual SCERS Financial Statement Audit and through SCERS.
6. The Consultant shall attend entrance and exit conferences with SCERS management and accounting staff; and shall be open to meeting with the City’s Central Accounting Director, City Auditor, and State Auditor, if so requested by such party, during the course of each annual audit. In addition, an internal SCERS audit meeting will be held with SCERS management when a draft audit report is available for the purpose of discussing audit results. The Consultant shall present the results of the audit to the SCERS Board of Administration and be open to presenting to Seattle City Council, if requested.
7. The Consultant shall ascertain whether SCERS has complied with generally accepted accounting rules and other applicable requirements, current and future, to public pension plans. The Consultant shall be open to assist and provide guidance to the City, as plan sponsor; with application of all accounting regulations pertaining to public pension plans.

The Consultant shall take into consideration when performing the audit of financial statements an evaluation of internal controls designed to ensure public assets are safeguarded, as well as in compliance with state laws and regulations and internal policies and procedures. Areas to be examined are those representing the highest risk of non-compliance, misappropriation, or misuse.

# 6. Contract Modifications.

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

The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City’s boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an “Exception.” The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant’s Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Consultant Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

# 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 any procedure in this chapter.

**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 will conduct an optional pre-proposal conference on the time and date on page 1, via Teams. Proposers are highly encouraged to attend but not required to attend to be eligible to submit a proposal. The meeting answers questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. 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**

Submit questions to the Buyer by the deadline (see page 1). The City prefers such questions by e-mail to the City Buyer. Failure to request clarification of any inadequacy, omission, or conflict will not relieve Consultant of any responsibilities herein or in any subsequent contract. The Consultant is responsible for ensuring they received responses to the questions if issued.

## 7.4 Changes to the RFP.

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 Submitted.

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

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. There are no page limits specified for the responses to this RFP.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

## 7.7 Electronic Submittal.

The City allows and will accept an electronic submittal of the proposal.

1. To submit an electronic copy, proposers should email their proposal documents on or before the proposal due date and time as shown on Table 1 – Procurement Schedule or as otherwise amended to: nina.melencio@seattle.gov

**Note: Do not e-mail your proposal to any other e-mail address.**

1. Title the e-mail with the RFP Title, number, and company name so that it will not be lost in an e-mail stream.
2. Any risks associated with the electronic transmission of the bid submittal are borne by the Proposer.
3. The City e-mail system will typically allow documents up to 20 Megabytes.
4. The City will send a confirming e-mail in reply. However, a proposer may also email Nina Melencio at nina.melencio@seattle.gov to confirm that their proposal has been received by the City.

**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.

**7.9 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.

**7.10 License and Business Tax Requirements.**

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

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility/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. 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.”
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. 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. 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 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.

**7.11 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.

**7.12 Federal Excise Tax.**

The City is exempt from Federal Excise Tax, Washington state tax, use tax if any, and local sales tax will be added onto the resultant Contract cost, although will not be used in evaluation of costs.

**7.13 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.

**7.14 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.

## 7.15 Effective Dates of Offer.

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

## 7.16 Cost of Preparing Proposals.

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

**7.17 Readability.**

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

**7.18 Changes or Corrections to Proposal Submittal.**

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

## 7.19 Errors in Proposals.

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

**7.20 Withdrawal of Proposal.**

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

## 7.21 Rejection of Proposals and Rights of Award.

The City reserves the right to reject any or all proposals with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

## 7.22 Incorporation of RFP and Proposal in Contract.

This RFP and Proposer’s response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, shall be binding, and incorporated by reference in the City’s contract with the Proposer.

**7.23 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

## 7.24 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Consultant Questionnaire. Instructions are provided at the back of the Questionnaire.

**7.25 Women and Minority Opportunities.**

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Proposers agree to SMC Chapter 20.42 and will require proposals with meaningful subcontracting opportunities to supply a plan for including minority and women owned firms.

## 7.26 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 the 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.

## 7.27 Proprietary Materials.

## The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records.  These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure.  Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions.  For more information, visit the Washington State Legislature’s website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, 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 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>.

**7.28 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, Consultants, 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.

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**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.

**7.29 Background Checks and Immigrant Status.**

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, 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>.

**7.30 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:

1. 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
2. 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.

1. **Mandatory - Consultant Questionnaire:**

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

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>

1. **Letter of interest (optional).**
2. **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/**](http://www.secstate.wa.gov/corps/)

1. **Mandatory – Minimum Qualifications:**

Provide a single page that lists each Minimum Qualification and exactly how you achieve each minimum qualification. Remember that the determination that 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.

1. **Mandatory - Proposal Response & Informational Technology Questionnaire**:

Elements of this response will be scored or ranked by the Evaluation Committee.



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1. **Use of Hyperlinks and URLs in Submittals**

Hyperlinks and URLs to websites or references to attachments may not be used in documents submitted in response to this solicitation, unless specifically requested in the submittal requirements. The City is not obligated to evaluate, review, or score any information submitted in the form of a hyperlink or URL. Information and documentation requested for the evaluation process must be submitted in the format indicated in the solicitation instructions, Section 8.

1. **Mandatory – Cost and Pricing:**

State a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and lodging expenses, incurred by the Consultant to perform the Work. Breakdown the cost by year and deliverables:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Deliverable** | **2025 Cost for CY 2024** | **2026 Cost for CY 2025** | **2027 Cost for CY 2026** | **2028 Cost for CY 2027** | **2029 Cost for CY 2028** |
| Annual Audit of SCERS’s prior year Financial Statements |  |  |  |  |  |
| Annual Audit of SCERS’s prior year GASB 67/68 Disclosure Report |  |  |  |  |  |
| **TOTAL** |  |  |  |  |  |

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. 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.
3. Mandatory – Proof of Legal Business Name
4. Mandatory – Minimum Qualifications Sheet
5. Mandatory – Proposal Response & Information Technology Questionnaire
6. Mandatory – Cost and Pricing

# 9. Selection Process.

**9.1 Initial Screening**

SCERS, through a review panel selected by its Executive Director, shall first review submittals to determine responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Minimum Qualifications for those specifications upon which the Proposer is submitting will be screened at 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**

SCERS will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

**Evaluation Criteria:**

|  |  |
| --- | --- |
| Experience & Qualifications | 40% |
| Cost Proposal  | 35% |
| Proposed Delivery of Services | 25% |
|  | 100% |

**9.3 Interviews**

Select members of the review panel may visit the semi-finalists to conduct due diligence. SCERS may also contact one or more references, including those named or not named by the Proposer. SCERS may consider the results of performance evaluations issued by the City on past projects. SCERS may ask semi-finalists to complete additional questionnaires, provide clarification on materials submitted, and potentially submit additional materials, including but not limited to the most recent external assessment (SOC2 type II or ISO/IEC accreditation/certification) of the environment that would contain SCERS’s data. The review panel will complete a subsequent evaluation, as needed, to determine the finalists.

The SCERS Administrative Committee will interview the finalists, as determined by the review panel. 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.

**9.4 References**

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

**9.5 Selection**

The Administrative Committee shall select and recommend to the Board the apparent successful Proposer.

**9.6 Contract Negotiations**

SCERS may negotiate elements of the proposal as required to best meet the needs of SCERS, with the apparent successful Proposer. SCERS may negotiate any aspect of the proposal or the solicitation. SCERS does not intend to negotiate material provisions of the draft contract, which can be found in Sections 10 and 11.

**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 – 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 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 timeframe, 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)

**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**

* No proof of insurance is required.

X Proof of insurance is required. Requirements are listed under 11. Attachments (Attachment #1).

**10.8 Standard Consultant Contract Template**



# 11. Attachments

**Attachment #1: Insurance Requirements**

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