



City of Seattle

**REQUEST FOR PROPOSALS
REQUEST FOR QUALIFICATIONS
Consultant Contracting**

Project Title:

Procurement Schedule

Table 1: Procurement Schedule

| Schedule of Events | Date | Location |
|--|------|----------|
| RFP/RFQ ¹ (<i>select one</i>) Release | | |
| Optional Pre-Submittal Conference | | |
| Deadline for Questions | | |
| Sealed Proposals Due to the City | | |
| RFP/RFQ (<i>select one</i>) Interviews | | |
| Announcement of Successful Proposer(s) | | |
| Anticipated Negotiation Schedule | | |
| Contract Execution | | |

The City reserves the right to modify this schedule at the City's discretion. Notification of changes will be posted on the City website or as otherwise stated herein.

Procurement Contact

Project Manager: *insert name, e-mail, phone*

Table 2: Delivery Address

| Fed Ex & Hand Delivery - Physical Address | US Post Office - Mailing Address |
|--|---|
| <i>Division</i> <i>INSERT</i> <i>700 Fifth Avenue</i> <i>Seattle, Washington, 98104</i> | <i>INSERT</i> <i>Seattle Municipal Tower</i> <i>P.O. Box INSERT</i> <i>Seattle, Washington, 98124-4687</i> |

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

Unless authorized by the Project Manager, no other City official or employee may speak for the City with respect to this solicitation. Any Proposer seeking information, clarification, or interpretations from any other City official or City employee is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City Project Manager. The Project Manager will send out information to responding companies as decisions are concluded.

Table of Contents

1. Purpose and Background.

Notes to Project Manager: Write and insert a statement to help anyone reading understand the basic purpose of this RFP/RFQ. Only one or maybe two paragraphs. This answers the basic question – what are we soliciting for and why?

RCW 39.80 governs selections for A/E, land survey and landscaping architectural services, which must be qualifications based and cannot request or negotiate pricing/costs until after final selection. Therefore, an RFQ is the only appropriate solicitation method for an A&E solicitation.

It is transparent and open, as well as good documentation for future reference, to clearly state the funding source, budget, appropriation, any ordinance authorizations, etc. This is, however, optional.

Note that the DJC Ad (not the solicitation) is required by SMC 20.50.030 (B) to include certain details including (1) general description, (2) name of department, (3) name and phone of department contact person, (4) and statement that consultants are subject to laws and WMBE requirements.

Be sure to verify whether Federal Funding may be ever used in this contract, including the potential for using this contract during the course of an emergency. Be sure to include ALL special provisions that are required by the federal agency.

2. Period of Performance.

Notes to Project Manager: OPTIONAL –state whether this is intended as a multi-year (such as on-call), or continues until the project deliverable schedule is complete.

3. Solicitation Objectives.

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

Notes to Project Manager: List the objectives for your solicitation. Usually, you would have 3 – 5 objectives. A successful contract process would offer us, what?

Samples:

Provide a skilled Consultant that has a strong record and experience, so the City is assured to get dependable, responsive, proven and expert services;

Establish a contract that can provide immediate response to City on-call needs;

4. Minimum Qualifications.

The minimum qualifications are required for a Consultant to be eligible to submit a RFP/RFQ response. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

OR

There are no minimum qualifications to be eligible to submit a RFP/RFQ response.

Minimum Qualifications - Notes to Project Manager: Are there any qualifications that the Consultants must have to respond? Qualifications you state her should ONLY be those where the Project Manager will throw the Consultant out if they don't prove they have it -- before the Evaluation Team can even see the Consultant response. There should be few, if any. If there are no minimum qualifications that are important delete the whole paragraph and say there aren't any.

Minimum Qualifications are important. If you don't have any minimum qualifications listed, be prepared to award to a Consultant that has no experience, is not licensed for the specialty, etc. Likewise, if you insert a Minimum Qualification, make sure that it is fair, appropriate and reasonable. Make sure you can justify why it is important. It should NOT be used simply to weed a potential Consultant out. It should have a reasonable business basis for it.

Consultants could protest these requirements, if they appear exclusionary and unnecessary. Do not use them unless you have a reasonable basis for it.

Minimum Qualifications are only for factual items that are proven on the face of the RFP/RFQ response. These are NOT such things as "Company needs to be experienced" or "company needs to have good references." These are instead hard and fast criteria that we check off "yes or no," and we will toss them out without further consideration if they say no.

Samples of some appropriate Minimum Qualifications:

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

5. Scope of Work.

Use this section as appropriate, to add a scope or additional descriptions. The City SMC requires a scope of work to be detailed or the problem that needs to be resolved. This does not need to be overly prescriptive, especially if you are asking the consultant to tell you how they would approach the project.

The Scope of Work should describe the project in full detail (to the extent known), including any and all anticipated phases of work. For A&E or technology in particular, we often want to select the consultant to do many phases of work, even though we would only be approving and costing out one at a time within the contract. You still will need to identify all the potential phases of work that are intended for the contract, so you can clearly show that that scope was intended within the competitive process.

The Scope should also provide any desirable qualifications, desirable experience, expected deliverables, estimated project schedule, Deadlines, timelines, and other details appropriate (such as specific meetings they need to attend), etc.

The detailed information to the Consultant proposers will help them prepare a response that can best meet the City needs.

6. Contract Modifications.

Notes to Project Manager: The City Consultant Contract Form is attached. You have some choices, depending on the level of negotiation you wish to allow. The basic approaches are provided as Options below, or you may have some other approach to customize into this RFP/RFQ.

Option 1: The contract boilerplate is not open to negotiation.

Option 2: The contract boilerplate is open to negotiate, but Consultant must specify requested modifications upfront and submit with their proposal. This helps the City maintain control and leverage in the negotiation process.

Option 3: City will agree to negotiate many aspects of the contract, and consultant does not need to identify the areas of concern in advance.

The City consultant contract is provided (see Attachments Section).

Option 1

Consultants are to submit proposals with the understanding that all Contract terms and conditions are mandatory and no negotiations of those terms will be invited. Submittal of a proposal is agreement to the entire Contract without exception, unless the City brings forward contract modifications for negotiation. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract as provided in this RFP/RFQ, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

Option 2

The City has attached its boilerplate contract terms with this solicitation to allow Proposers an opportunity to be familiar with boilerplate, and all non-negotiable terms prior to investing time into submitting a proposal. Any questions about the City's Contract boilerplate should be made prior to the end of the question period.

If a Consultant seeks to modify the Contract, the Consultant must submit a request with their Proposal taking an "Exception". The Consultant must provide a revised version that clearly shows their proposed alternative contract language. The City is not obligated to accept any modifications proposed by the Consultant. 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. This specifically includes, but is not necessarily limited to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment. Exceptions to those provisions will be summarily disregarded. In addition, City administration cannot agree to any form of mutual indemnification.

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 consideration or negotiation of modifications proposed by the consultant through the exception process above.

Option 3

The City has attached its boilerplate contract terms with this solicitation to allow Proposers an opportunity to be familiar with boilerplate, and all non-negotiable terms prior to investing time into submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer, to negotiate modifications to the proposal, the proposed City contract, and/or align the proposal or the contract to best meet City needs within the scope sought by the RFP/RFQ. The City cannot modify contract provisions mandated by Federal, State or City law. This

specifically includes, but is not necessarily limited to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment. Exceptions to those provisions will be summarily disregarded. In addition, City administration cannot agree to any form of mutual indemnification.

7. Instructions, Procedures and Requirements.

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

7.1 Registration into City Registration System.

If you have not previously completed a one-time registration into the City of Seattle Registration system, register at: <http://www2.seattle.gov/ConsultantRegistration/> . The City expects all firms to register. Women- and minority-owned firms are asked to self-identify. For assistance, call 206-684-0444.

Note to Project Manager: Offer a Pre-Proposal Conference. It can provide clarity to the consultant community, can raise questions important for the Project Manager to consider, and provides protections during protests and disputes. A pre-submittal conference should always be optional for the Consultant to attend, but if there is a very strong business case, we can make it mandatory for the Consultant to attend. A sign in sheet of attendees and any Q&A should be posted as an addendum to the eBid solicitation and broadcast.

7.2 Pre-Proposal Conference.

The City shall conduct an optional pre-proposal conference on the time, date and location provided in page 1. Proposers are highly encouraged to attend but not required to attend in order to be eligible to propose. The meeting is to answer questions about the solicitation and clarify 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 that were known as of this pre-proposal conference.

7.3 Questions.

Proposers may submit written questions to the Project Manager at any time until the deadline stated on page 1. The City prefers questions be through e-mail to the City Project Manager. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in 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/Addenda.

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP/RFQ will be made by formal written addendum issued by the City's Project Manager Addenda and shall become part of this RFP/RFQ and included as part of the Contract.

7.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addendums, responses, or notices issued by the City.

Note that some third-party services independently post City of Seattle solicitations on their websites as well. The City does not, however, guarantee that such services have accurately provided submitters with all the information published by the City.

All submittals sent to the City may be considered compliant to all Addendums, with or without specific confirmation from the Consultant that the Addendum was received and incorporated, at the sole discretion of the Project Manager. The Project Manager may reject the submittal if it does not fully incorporate an Addendum.

Note to Project Manager: Law Department has advised that we may receive the responses electronically, in lieu of hard-copy. This is your choice. You may selection either Option 2 (to accept electronic submittals, or to require hard-copy submittals). Review this Section and customize as appropriate to your project.

7.6 Proposal Submittal.

- a. Proposals must be received into the City no later than the date and time given on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially. The format should follow closely that requested in this RFP/RFQ.
- c. The City **HAS/DOES NOT HAVE** page limits specified in the submittal instructions section. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response submitted or delivered after the time fixed for receipt will not be accepted unless waived as immaterial by the City given the specific fact-based circumstances. Responses arriving after the deadline may be returned unopened to the Consultant; or the City may accept the package and make a determination as to lateness.

Note to Project Manager: The Law Department has clearly confirmed our ability to allow solicitation submittals electronically (or by FAX) in lieu of hard-copy. You may select the option below that you prefer to use. It is common in large agencies to accept electronic submittals, so understand this to be a tested approach used by other agencies. Signatures that are on a FAX or PDF are legally binding under the Rules of Evidence, although note that most RFP(Q) documents do not require a signature as instead are subject to negotiations before contracts are final, and then are subject to a dual-signature contract.

Hard Copy Submittal.

Submit one original (1) unbound, **INSERT** ten (10) bound copies, and one (1) electronic CD copy of the response. Fax, e-mail and CD copies **will not** be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City. Delivery is to the location specified on Page 4, Table 1, and Submittal Address.

- a. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the PCSD Program Administrator Name, RFQPA title and number. If submittals are not clearly marked, the Proposer has all risks of the RFQPA being misplaced and not properly delivered.
- b. The RFQPA Submittal may be hand-delivered or must otherwise be received by the Program Administrator at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.
- c. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, you are to use fully 100% recycled stock. Such binders are available from Keeney's Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.

Project Manager and PA OPTION: instead allow electronic submittals.

Electronic Submittal.

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

- a. The electronic submittal is to be e-mailed to the Program Administrator e-mail address (see page 4), on or before the deadline (Procurement Schedule, Table 1, Page 4 or as otherwise amended).
- b. Title the e-mail very clearly with the RFQ/P Title and number and your company name.
- c. Any risks associated are borne by the Proposer.

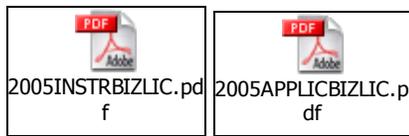
- d. The City e-mail system will generally allow documents up to, but no larger than, 12 Megabytes.
- e. If the Proposer also submits a hard-copy, the City will determine which form takes precedence in the event of discrepancies.

7.7 License and Business Tax Requirements.

Any resultant contract may require the additional licensing listed below. The Consultant needs to meet all licensing requirements that apply to their business 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 they are required by the laws of those jurisdictions. The Consultant should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Consultant.

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 that you have physical presence, such as: a building/facility located 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, 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 result in rejection of the submittal.
- f. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
- g. 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, or call RCA staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
- h. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- i. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
- j. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office (see contacts above in #7) to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
- k. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.



State Business Licensing. Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a 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 as a result of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html> and the State of Washington Department of Revenue is available at 1-800-647-7706.

Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to provide a full and complete response 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 reflects 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 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 No Guaranteed Utilization.

The City does not guarantee utilization of this contract. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to 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 resolicit 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.

Note to Project Manager: The Expansion Clause below is NOT intended to be a catch-all that allows us to add anything into the contract at a later date. Expansions to the contract are limited by Attorney General Opinion, and other court cases. This is designed to clearly state to both the consultant and project manager what is allowable.

7.10 Expansion Clause.

Note that the contract strictly limits the expansion of scope and addition of new work that has not been expressly provided for within the RFP/RFQ Scope of Work. The Proposers are to bring forward any questions about the scope that should be named within the solicitation, during the Q&A period.

7.11 Right to Award to Next Low Consultant.

If a contract is executed as a result of this solicitation process and is terminated within 90-days, the City reserves the option to return to the solicitation process to award the contract to the next highest ranked responsive Consultant by mutual agreement with such Consultant. Any new award may also be allowed this right.

Project Manager: Background Checks

If the Project Manager knows that background checks ARE required, then the Project Manager should include such language and explain more carefully. Edit as appropriate.

7.12 Background Checks.

The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request such background checks unless essential in the opinion of the City.

Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker with access to certain locations/systems/data to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. Such requirements may also require Seattle City Light to mandate that a worker sign a Non Disclosure Agreement, undergo a Personnel Risk Assessment and/or security awareness training.

7.13 Negotiations.

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to the proposal or the contract, in order to align the proposal or contract to meet City needs within the scope sought by the RFP/RFQ.

7.14 Effective Dates of Offer.

Solicitation responses are considered 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.

7.15 Cost of Preparing Proposals.

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

7.16 Readability.

Proposers are advised that the City's ability to evaluate proposals is dependent on the Proposer's submittal document, including organization, level of detail, comprehensive material and readable.

7.17 Changes or Corrections to Proposal Submittal.

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

7.18 Errors in Proposals.

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

7.19 Withdrawal of Proposal.

A submittal may be withdrawn by written request of the submitter, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

7.20 Rejection of Proposals.

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

7.21 Incorporation of RFP/RFQ and Proposal in Contract.

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

7.22 Independent Contractor.

Note to Project Managers - Contracting Out: FAS issued guidelines regarding contracting for work, which should be instead performed by employees. Project Managers should carefully review the attached guidelines and the legal Supreme Court cases that guide this policy. To implement this policy, some advice and draft language is provided below. Carefully consider and edit this page accordingly.



Contracting
Guidelines 090420.pdf

The first test is to ensure that you are using employees to perform work whenever possible; hire a permanent City employee, Temporary worker or term-limited City position.

Often, that is not possible. Sometimes the City has peak load work, requires special expertise, or has a cost savings for the work. The City Labor Unions have agreed to those conditions for contracting of work that would otherwise be performed by a represented employee. You must provide notice to the Labor Union before you begin work. The Labor Union need not agree, but must receive notice. Lenae Jones of the Department of Personnel, Nancy Locke (City Purchasing) or Jean Boler (Law) can provide you more advice.

If you still find it necessary to contract for work, the first advice is to ensure contract workers are off-site in their own offices and clearly state that in the solicitation. Sometimes that is not possible, particularly for

technology or engineering work. If that simply isn't possible, the City guidelines allow for workers to be on-site with certain stipulations:

- The worker should be here no more than 3 years;
- The worker is advised to have a break in service of one year before new contract work begins;
- The on-site space should be specified in the contract through a rent provision to make it clear, contractually, that the space provided is not to indicate an employee cubicle status.
- Unless unavoidable, the contract worker should not be given a City computer, phone, access card or e-mail account.

The Consultant works as an independent contractor. Although the City provides responsible contract and project management, this is distinguished from a traditional employer-employee function. This contract prohibits Consultant workers from supervising City employees, and prohibits Consultant workers from 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 made available for more than 36 months without specific authorization from the City Project Manager.

Rent provision options: Edit as appropriate

The City will not provide space in City offices for performance of this work. Consultants are required to perform work from their own office space or in the field, as appropriate to the work.

OR

The City expects that at least some portion of the project will require the Consultant workers to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant worker who is on-site remains, however, a Consultant worker and not a City employee. The Consultant shall ensure no Consultant worker is on-site at a City office for more than 36 months, without specific written authorization from the City Project Manager. The Consultant shall notify the City Project Manager if any worker is within 90 days of a 36 month on-site placement in a City office.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs as appropriate. City workspace is exclusively for the project and not for any other Consultant purpose. The City Project Manager will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

7.23 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 Vendor Questionnaire requested in the Submittal instructions includes an "Equal Benefits Compliance Declaration," which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Declaration. Instructions are provided on the Declaration. This applies to all City contracts with an estimated value at or above \$44,000 a year.

7.24 Women and Minority Subcontracting.

It is the policy of the City, as directed through Mayor's Executive Order and City ordinance to provide the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. The City requires all proposers agree to SMC Chapter 20.42, and requires proposers to seek meaningful subcontracting opportunities and supply a plan for including minority- and women-owned firms.

The solicitation requires you to submit an **Inclusion Plan**, which will be 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 when applicable. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use whatever selection methods and strategies the Consultant finds effective for successful WMBE participation. At the request of the City, Consultants must furnish evidence of the Consultant's compliance, including documentation such as copies of agreements with WMBE subcontractor 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.

Insurance – Notes to Project Manager: The Project Manager should have filled out a Risk Management Checklist to assess how much insurance should be required for this solicitation. That checklist should be given to the Project Manager. If the Checklist indicates a Medium or High Risk, circulate to Risk Management in FAS (Bill Vaughn/Keith Ayling) for approval. For Low Risk Contracts, you do not need to attach any requirements (see last page of this solicitation), and you do not need to require any proof of insurance:



CnsltChecklist2011.d
oc

7.25 Insurance Requirements.

Any specific City insurance requirements will be provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

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

Note to Project Manager: Proprietary Material statement has been approved by Law

7.26 Proprietary and Confidential Material.

Requesting Disclosure of Public Records

The City asks interested parties to refrain from requesting public disclosure of proposal records until a contract is executed. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or resolicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

Marking and Disclosing Material.

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 proposal submittals, agreement documents, contract work product, or other material.

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

Proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If you believe any records you are submitting to the City as part of your submittal or contract work product, are exempt from disclosure you can request that the City not release the records until the City notifies you about the pending disclosure. To make that request, you must complete the appropriate portion of the Consultant Questionnaire (Non-Disclosure Request Section) 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 in the Consultant Questionnaire. Only the specific records or portions of records properly listed on the Consultant Questionnaire 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 Consultant Questionnaire, the City will notify you in writing of the request and postpone disclosure, providing sufficient time for you to pursue an injunction and ruling from a judge. While it is not a legal obligation, the City, as a courtesy, allows 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.

By submitting for this solicitation, the Consultant acknowledges the obligation to clearly identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the proposer if the records are disclosed.

Note to Project Managers and Project Managers: This next section has a series of requirements addressing conflicts of interest. However, a conflict could exist if you hired a consultant to perform pre-design work, and that same company wishes to submit on these specifications. Their prior work could, but won't necessarily, disqualify them.

A conflict does not automatically exist because a former employee from your department is also working for the Consultant; they must have had a direct relationship to the contract in order for it to create an ethics issue. That being said, a former employee from your department can not communicate to your department staff for one year after leaving, even if they did not have direct involvement in the contract matters. Bring your questions and concerns to Wayne Barnett, City Ethics and Elections Director.



17 Gifts and Conflicts of Interests Guide 1-

7.27 Ethics Code.

Please familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Consultants, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).



contractor-vendorbr
ochure[1].pdf

No Gifts and Gratuities.

Consultants shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from Consultants. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees.

If a Consultant has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer’s name. The Consultant Questionnaire within your submittal documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Consultant is to be aware and familiar with the Ethics Code, and educate Consultant workers accordingly.

Contract Workers with more than 1,000 Hours.

The Ethics Code has been amended to apply to Consultant company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such Consultant company employee covered by the Ethics Code must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code, and educate Consultant workers 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.

7. Response Format.

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

1. **Letter of interest (optional).**
2. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see (<http://www.secstate.wa.gov/corps/>).
3. **Minimum Qualifications:** Provide a single page that clearly 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 Project Manager is not obligated to check references or search other materials to make this decision.
4. **Mandatory - Consultant Questionnaire:** Submit the following form with your proposal package. Be sure to submit this, even if you have sent one in to the City on previous solicitations or contracts.



Vendor
Questionnaire 12-10-

Project Manager – All contracts above \$260,000 in total estimated value require an Inclusion Plan be submitted. If the total of all potential work, including all phases, is above \$260,000, then keep this document as a submittal requirement. Note that the Mayor’s policy issued in 2010 requires you to score this in your evaluation, with at least 10% of total points for this submittal.

5. **Consultant Inclusion Plan – Mandatory:** The City requires an Inclusion Plan for all contracts estimated to be above \$260,000 a year.



Inclusion Plan Form
11-20-10.doc

Project Manager – Marry the Contract Exceptions item up to your decision about the CONTRACT FORM earlier in the RFP. If you decide that you will allow consultants to submit changes to the contract boilerplate, then KEEP this item. If you instead are requiring consultants to accept the contract with no discussion about provisions, then remove this item.

6. **Mandatory – Contract Exceptions:** This submittal details any “Exceptions” you request to the City contract boilerplate, following all the limits provided in Section 7 of the RFP/RFQ.

Project Manager – This is the place where you would embed all the questions and information you require them to submit, in addition to the standard documents above. You may wish to have it as an embedded file, or provide a narrative discussion below.

7. **Mandatory - Proposal Response:** This document details the forms, documents and format for your proposal response to the City.

Procurement Package Checklist.

The SOQPA response should be packaged with each of the following documents. This list is for the convenience of bidders, to assist with quality control before submittal of your final package. Addenda may change this list; be sure to check any final instructions:

1. Letter of Interest (optional)
2. Vendor Questionnaire (see Embedded Form).
3. Proof of Legal Name
4. Minimum Qualifications Sheet
5. WMBE Inclusion Plan
6. Contract Exceptions
7. Proposal Response (see Proposal Response Section, above).

8. Selection Process.

Notes to Project Manager: Carefully consider and edit this evaluation section. There are detailed instructions in the Evaluation Planning Tool document of what to think about as you design your evaluation process.



RFP Planning Tool
1-29-09.doc

8.1 Initial Screening: The Project Manager shall review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, responsive Inclusion Plan, satisfactory past performance if applicable, satisfactory financial responsibility and other elements are screened in this Step.

8.2 Proposal Evaluation: The City will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

Note to Project Manager: Consider your evaluation criteria.

A&E contracts CANNOT use cost as an evaluation criteria, i.e., RFPs are not permitted for such selections. The Mayor's Executive Order requires that at least 10% of your consultant contract score be concerning the WMBE Inclusion Plan.

For interview points, consider whether you wish the interview to be a standalone selection or whether you intend to add the written + interview points to reveal the winner.

Consider whether you wish the references to be a required step for you, or optional, and whether you wish to score them. This sample keeps them as an optional, non-scored item.

Evaluation Criteria:

| | |
|----------------------------------|-----|
| Experience | |
| Proposed Deliver Services | |
| Cost Proposal (for non A&E only) | |
| Inclusion Plan | 10% |
| | |

8.3 Interviews: The City may interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned Project Manager that has been named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not, in any event, bring an individual who does not work for the Consultant or for the Consultant as a subcontractor on this project, without specific advance authorization by the City Project Manager.

8.4 Professional References: The City may contact one or more professional references that have been provided by the Proposer in the Consultant, or other sources that may not have been named by the Proposer but can assist the City in determining performance.

8.5 Selection: The City shall select the highest ranked Proposer(s) for award.

Project Manager: If this is an A&E Contract, use the appropriate option.

8.6 Contract Negotiations. The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

A&E Contract Negotiations. The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

9.7 Repeat of Evaluation: If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, 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 it decides no proposals meet its requirements.

9.8 Points of Clarification: Throughout the evaluation process, the City reserves the right to seek clarifications from any Proposer.

9.9 Equivalent Scores: In the event that the top two Consultants receive the same total score, the contract will be awarded to that Consultant who best meets City needs, in the opinion of the City

9. Award and Contract Execution

The Project Manager intends to provide written notice of the intention to award in a timely manner and to all Consultants responding to the Solicitation.

Notes to Project Manager: If you wish FAS PCSD (City Purchasing & Contracting) to receive and hear any protests for your solicitation, please select that option below. Departments are also welcome to receive and handle protests on their projects independently.

Protests to Project Manager.

Interested parties that wish to protest any aspect of this RFP selection process are to provide written notice to the City Project Manager for this solicitation.

Protests – City Purchasing and Contracting Services.

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP/RFQ process. Please see the City website at <http://www.seattle.gov/contracting>. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City. Note that there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

Debriefs.

For a debrief, contact the City Project Manager.

Instructions to the Apparently Successful Consultant(s).

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

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business

License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

Checklist of Final Submittals Prior to Award.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Certificate of Insurance (if required)
- Special Licenses (if any)

Taxpayer Identification Number and W-9.

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.



w9 2011.pdf

Attachments

For convenience, the following documents have been embedded in Icon form within this document. To open, double click on Icon.

PROJECT MANAGERS – If this is a Medium or High Risk project, make sure Insurance Requirements matches to that approved by Risk Manager (Bill Vaughn). Attach the Form only if the insurance risks are rated as Medium or greater. Low Risk does not require any mandatory insurance requirements and the form should not be attached.

Attachment #1: Insurance Requirements

- No proof of insurance is required.
- Proof of insurance is required, see the embedded requirements below.

Attachment #2: Consultant Contract



Adopted 4-12-11
Agreement.doc

TITLE HERE

LOCATION HERE

PROJECT PROCESS AND BUDGET

| TASKS | BUDGET | | | | | | | | | | | |
|--------------|-----------|----------|-----------------|----------|-------------|----------|------------|----------|-----------|----------|----------|----------|
| | PRINCIPAL | | PROJECT MANAGER | | PLANNER III | | PLANNER II | | PLANNER I | | TOTAL | |
| | HR | \$ | HR | \$ | HR | \$ | HR | \$ | HR | \$ | HR | \$ |
| 1 | | 150 | | 110 | | 90 | | 75 | | 60 | | |
| 1.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 1.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 1.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 2 | | | | | | | | | | | | |
| 2.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 2.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 2.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 3 | | | | | | | | | | | | |
| 3.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 3.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 3.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 4 | | | | | | | | | | | | |
| 4.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 4.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 4.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 5 | | | | | | | | | | | | |
| 5.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 5.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 5.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 6 | | | | | | | | | | | | |
| 6.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 6.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 6.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 7 | | | | | | | | | | | | |
| 7.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 7.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 7.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 8 | | | | | | | | | | | | |
| 8.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 8.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 8.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 9 | | | | | | | | | | | | |
| 9.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 9.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 9.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 10 | | | | | | | | | | | | |
| 10.1 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 10.2 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| 10.3 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

MANAGING CONSULTANTS WITH SUCCESS – PART 1

CREÄ AFFILIATES, LLC
DAVID EVANS AND ASSOCIATES, INC.
CITY OF SEATTLE
ONEZA & ASSOCIATES

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

INTRODUCTIONS

- ✓ **Linda Stroud**
David Evans and Associates,
Inc.
- ✓ **Nancy Locke**
City of Seattle Purchasing
- ✓ **Ferdouse Oneza, AICP**
Oneza & Associates
- ✓ **Anindita Mitra**
CREÄ Affiliates, LLC



DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

2/am



SESSION OBJECTIVES

- ✓ Demystify Professional Consulting
- ✓ Share Experiences in the Consultant Hiring Process
- ✓ Hiring for Diversity
- ✓ Create a Learning Community
- ✓ Set New Standards for Client-Consultant Relationships

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

3 am



WHAT DO YOU LOOK FOR IN A CONSULTANT?

- ✓ (Audience Comments)
 - Ability to engage the public
 - Expertise and experience
 - Understanding of local situation
 - Flexibility
 - Reasonableness
 - Honesty
 - Actual team available
 - Credibility
 - Creativity
 - Accessibility (being accessible by client when needed)
 - Energy and interest
 - Ethics
 - Leadership
 - Responsive

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5/am

RFQ/P REQUISITES

DEVELOP A CLEAR REQUEST

- ✓ **Clear and concise written RFQ/Ps**
Review before sending out to eliminate conflicting information
- ✓ **Reasonable deadlines**
- 2-3 weeks; 3 Preferred
- ✓ **Call out contact person**
For questions via email or phone
- ✓ **Host Pre-Proposal Meetings Prior To Submittal**
- ✓ **Link or contact to additional information**
For the team to review when RFP is issued

"Communicate unto the other person that which you would want him to communicate unto you if your positions were reversed."— Aaron Goldman

7/LS

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

RFQ/P - WHAT'S HELPFUL

- ✓ **Copy of contract terms and conditions**
- Attached to the RFP, if available; Scope of work included in the RFP
- ✓ **Agency's decision schedule**
- Dates for final decisions, shortlist, award and contracting
- ✓ **Provide scoring criteria**

9/LS

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

WHO MARKETS

- ✓ **Who**
 - Sole Proprietors
 - Consulting Firms
 - Subconsultants to be on prime's team

10/ON/LS DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

MARKETING COSTS

- ✓ **Who**
 - Self
 - Marketing Team
- ✓ **Costs**
 - Not Recouped
 - Recovered Through Consultant Overhead For Consultant Or Marketing Staff



11/ON/LS DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

WHAT IT COSTS CONSULTANTS

- ✓ Return on Investment for consultants
- The Total Pursuit Budget Equation Guideline

$$\frac{\text{Anticipated net revenue}}{\text{pursuit budget}} \times 5\% \times \text{Rule of thumb} \times \text{Hit rate/probability factor} = \text{Total}$$

12/nl DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

RFQ/P - WHAT'S HELPFUL

- ✓ Have the RFP available the same day the public notice is out
Provide a specific link to the RFP, not just the general site link – make it easy to share electronically
- ✓ Electronic submittals
Tell consultants the **file size**
Make sure the person who is to receive them is available and that the mailbox isn't on the verge of being over size limit
Acknowledge receipt
- ✓ Keep submittal requirements, page limitations, due date, etc. in the same area of the RFP
- ✓ Economically produced – What are you looking for?

13/LS DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

YOU KNOW YOUR RFQ/P WAS WELL-WRITTEN..

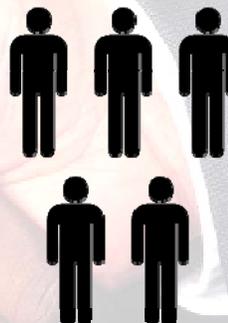
- ✓ When potential consultants have few questions
- ✓ When you receive so many good proposals that it is tough to shortlist ⁰²
- ✓ When budget proposals vary little between firms/teams
- ✓ When it is easy for you to fairly identify the best team that will deliver quality services
- ✓ To get the creative team – allow proposals to show the creativity of the applying firms
- ✓ To get the disciplined team – be specific about proposal elements

15/LS

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

TYPES OF PLANNING FIRMS

- ✓ Small, Focused
(Individual, Affiliates, Partnership)
- ✓ Large, Focused
(Single Owner Or Partnership)
- ✓ Part of Another Professional Company
(Partnership)
- ✓ Non-profit
(Board Directed)



17/am

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

Slide 11

O2 not necessarily true for all cases
Oneza, 10/18/2011

TYPES OF ENGAGEMENT

- ✓ **Contractual**
 - On-call Contract
 - Retainer Contract
 - Project Specific Contract
- ✓ **Verbal**
 - Follow up with an Email or Memo of Understanding
 - Seek Confirmation



DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

19/on

SOLICITATION APPROACHES

- ✓ **Consultant Roster**
- ✓ **Request For Qualifications (RFQ)**
- ✓ **Request of Interest (ROI/RFI)**
- ✓ **Request For Proposals (RFP)**
- ✓ **Combined Or Two-step (RFP/RFQ)**

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

21/on

FINDING A CONSULTANT

- ✓ MRSC ([Http://www.mrscrosters.org/](http://www.mrscrosters.org/))
- ✓ SPP ([Https://sharedprocurementportal.com](https://sharedprocurementportal.com))
- ✓ Daily Journal Of Commerce (www.djc.com)
- ✓ Ecitygov.Net (egov Alliance)
- ✓ Advertise In Professional Publications
(Washington APA Website; <http://www.washington-apa.org/career/rfprfq/>)
(National APA Website; <http://www.planning.org>)
- ✓ Your Public Agency Consultant Roster
- ✓ Networking
- ✓ Advertise In Local Publications

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

25/on

BEFORE THE RFP IS RELEASED

- ✓ **Shared rosters: MRSC and Egov Alliance**
If you're selecting from a shared roster to ask for a proposal, you know firm quals. Advise consultants why they were selected and ask only for additional information in the RFP/Q.
- ✓ **Is the project funded?**
Confirm that the agency will be able to continue with the project after selection/negotiation

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

23/LS

WHY IS DIVERSITY IMPORTANT?

- ✓ Each Public Agency has a Policy Position
- ✓ Diversity Can Mean...
 - Minority owned
 - Woman owned
 - Disadvantaged business
 - Small business
 - Veteran owned



DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

30/nl

DIVERSITY AS AN ADDED VALUE

- ✓ Different creative perspectives
- ✓ Greater competition for a better product
- ✓ Community responsibility
 - Economic, job distribution
 - Equity and fairness
 - Compensating for invisible structural barriers
 - Building a stronger, deeper "bench" of experts for you and for your community



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35/nl

DIVERSITY TOOLS

- ✓ **Washington State I-200** AM1
Recruit, outreach, good-faith efforts
- ✓ **How to.....**
 - Consultants will do what the "Owner" wants. That's you
 - Get to know the available firms and capacities
 - Plan the project appropriately
 - Send the message. Robust statement in your RFO
 - Require a champion, "Key person" on their team
 - Score points
 - Interview question, bring your champion
 - Subconsultant selection, expectations
 - Project meetings, check on progress, monitor

40/nl

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

Soliciting Proposals

- ✓ **Deadlines – Early in the Week Preferred?**
- ✓ **Email Files – Preferred**
- ✓ **After Hour Drop Boxes?**
- ✓ **Clarify Schedule**
- ✓ **Respond and Let All Firms Know Status Prior to Interviews**
- ✓ **Specify Rules for Contesting Decision**
- ✓ **Have Paperwork Ready to Support Decision**
- ✓ **Provide Quantitative and Qualitative Feedback**

45/nl

DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

Slide 19

AM1 How about ensuring a diverse selection committee?
Anindita Mitra, 10/8/2011

SAMPLE LANGUAGE IN RFP/Q

- ✓ Refer to Session 2 and handouts

48/nl DESCRIBING PROJECT . SOLICITING PROPOSALS . QUALITY PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

SELECTION PROCESS

- ✓ Develop A Clear Request
- ✓ Clarify Funding Sources
- ✓ Selection Team (Who, How?)
- ✓ Preliminary And Final Selections
- ✓ Number Shortlisted
- ✓ Confirm Diversity Goal Alignment

50/LS DESCRIBING PROJECT . SOLICITING PROPOSALS . SELECTION PROCESS . NEGOTIATION . MANAGING CONSULTANTS

A WINNING SELECTION PANEL

- ✓ Includes key stakeholder representatives
- ✓ Is diverse in terms of Staff/Community representatives
- ✓ Is fairly represented by gender/race etc
- ✓ Work well together in discussing issues/priorities
- ✓ Reviews proposals and interviews team objectively and qualitatively
- ✓ Ask similar questions of all teams
- ✓ Ask questions/give challenges that will test each team's creativity

52/nl

DESCRIBING PROJECT . SOLICITING PROPOSALS . **SELECTION PROCESS** . NEGOTIATION . MANAGING CONSULTANTS

EFFECTIVE RELATIONSHIP BUILDING WITH CONSULTANTS

These elements distinguish one consultant from another

- Trustworthy
- Understand and anticipate needs
- Listen and pay attention to detail
- Consistent and high quality communications
- Team players
- Responsiveness
- Reliability
- Ability to meet schedule
- Ability to meet budget
- Technical competence

These are assumed qualities

55/ls

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WHAT TO NEGOTIATE

- ✓ **Responsibilities**
Public Meetings, Steering Committee Meetings, Copies of Draft for Review etc.
- ✓ **Expectations – Deadlines, Depth Of Report**
- ✓ **Number Of Drawings**
- ✓ **Fair and Equitable Scope**
- ✓ **Number of Document Reviews/Edits**
- ✓ **Budget**

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COMMUNICATION

- ✓ **Structured**
- ✓ **Use Kickoff Meeting To Synch Calendars**
- ✓ **Project Review Milestones**
Weekly, Monthly Or Periodic Meetings
Email Updates
- ✓ **Consequences Of Schedule Delay**

I began to realize that the quality of conversations is not only indicative of the culture. It creates culture, and it determines and it determines the quality of decision-making, planning, everything.

Ken Macher

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PROJECT MANAGEMENT

- ✓ Budget
- ✓ Deadlines
- ✓ Deliverables
- ✓ Feedback

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65/ON/NL

INTERNAL PROJECT DELIVERABLE REVIEW

- ✓ Prepare A Survey
- ✓ Offer a Checklist
- ✓ Request Through Email
- ✓ Face-to-face Meetings
- ✓ Create A Review Committee Or Advisory Team
- ✓ Others?



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TERMS AND WAGES

- ✓ **Relationship To Firm** 05
 - Full-time
 - Part-time
- ✓ **Billing**
 - Fulltime – Bi-monthly; No Overtime, Holidays And Vacations
 - Part-time – Service Based Or Hourly
- ✓ **Hourly Rates**
 - Direct Time
 - Overheads (Benefits, Office Space, Insurance, Holidays/Vacations)

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70/ON/AM

BILLING

- ✓ **Monthly**
 - % Task Completed Against Budget Used
 - Helps with monthly expenses
 - Can get expensive if City not Responsive
- ✓ **End of Task (Lump Sum)**
 - Reduces accounting costs/oversight
 - Difficult in managing expenses
- ✓ **Other Schedules?**

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73/nl

ACTUAL SALARIES

Consultants' hourly pay is distributed into the following areas:

- ✓ Direct salary
- ✓ Employee benefit
- ✓ Marketing costs
- ✓ Overhead cost - accounting, legal, insurance, admin, office rent etc.
- ✓ Company profit

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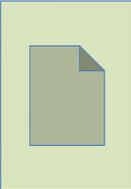
76/nl/on

HANDOUTS

Click on any icon to open file



City of Seattle
Contract Boilerplate

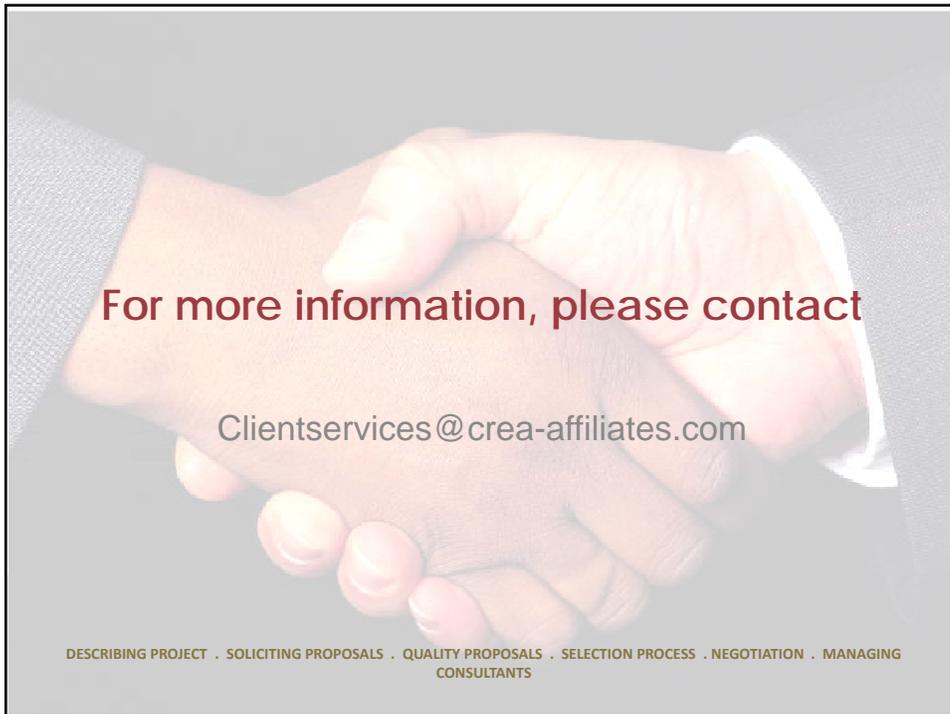


City of Seattle
RFQ/P Boilerplate



Budget Template

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For more information, please contact

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