



City of Seattle

REQUEST FOR QUALIFICATIONS

Consultant Contract

**Project Title: SC-19-003 Parking Access & Revenue Control (PARC)
System Needs Assessment**

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	5/1/19
Optional Pre-Submittal Conference Seattle Center Armory Redevelopment Office, 1 st Floor Seattle, WA 98109	5/8/19, 3:00 pm 1 st Ave Garage tour at 4:00 pm
Deadline for Questions	5/15/19, 5:00 pm
Proposals Due	5/22/19, 5:00 pm
Interviews	6/5/19
Announcement of Successful Proposer	To follow
Anticipated Negotiation Schedule	To follow
Contract Execution	To follow

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

Procurement Contact Information

Procurement Contact: Valancy Blackwell, Strategic Advisor
valancy.blackwell@seattle.gov, 206-684-5034

Table 2: Delivery Address

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

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
Valancy Blackwell Seattle Center, Customer Service Armory, 1 st Floor 305 Harrison St Seattle, Washington, 98109	Valancy Blackwell Seattle Center 305 Harrison St Seattle, Washington, 98109

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

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1. Purpose and Background.

Seattle Center, which began as a civic gathering place in the 1920s and expanded to host the 1962 World's Fair, is one of our city's most treasured assets. Our campus is home to Seattle landmarks such as the Space Needle, Chihuly Garden & Glass, Museum of Pop Culture, and the Pacific Science Center. We also provide operational and other support to over 30 cultural, educational and arts organizations residing within our 74-acre campus, including Pacific Northwest Ballet, Seattle Opera, Seattle Children's Museum and Seattle Repertory Theatre, to name just a few. Seattle Center is home to approximately 5,000 events each year, with over 12 million visitors annually.

In 2017, the City of Seattle issued an RFP for the redevelopment of KeyArena, which was originally build for the World's Fair as the Coliseum, into a world class, state-of-the-art sporting and events venue. Oak View Group (OVG) was selected as the successful proposer, and on December 4, 2018, the NHL board of governors voted to award Seattle with the 32nd NHL team. With the New Arena at Seattle Center as the home for Seattle's new NHL team, Seattle Center and OVG are working to bring added event capacity to the arena, enhanced by a new Parking Access and Revenue Control (PARC) system in three existing garages and one additional planned garage (described below) within the footprint of the new arena.

Transaction Documents (Lease Agreement, Development Agreement, and Seattle Center Integration Agreement) were signed on September 25, 2018, by the City of Seattle and the Seattle Arena Company (ArenaCo). Using these documents as a guide, our shared goals are to greatly improve parking system efficiency, customer experiences, revenue security and PCI compliance with the industry's latest technological advancements in hardware and application software that will meet or exceed the parking access and revenue control needs of Seattle Center and the new arena for at least ten years after the system's last commissioning date.

The City is looking for a consultant, or consultant team, to perform parking management analysis consultant services, including review of existing conditions, assessment of the needs of Seattle Center and OVG, and written recommendations for a replacement system to be obtained via a future procurement process. Our goal is to have a new PARC system installed by the 4th quarter of 2020, allowing Seattle Center and OVG staff time to be fully trained and familiarized with the new system prior to the projected arena opening in spring of 2021.

The approximate budgeted amount for this analysis and recommendation work is \$50,000.

Mercer Garage

- Built in 1962 as part of World's Fair
- Approximately 1300 active parking stalls
- Pre-seismic code facility
- Seattle Center has done some seismic repairs, but significant major maintenance backlog
- Building is Landmarks eligible and would need nomination/designation process for any kind of significant renovation/substantial improvements
- Heavy use for McCaw Hall events
- Has large quantity of ADA spaces due to demographics of Opera, Ballet audiences
- Currently operating Amano-McGann system
- Urban rooftop garden for vegetable cultivation operated by City of Seattle Dept. of Neighborhoods occupies 110 parking stalls

1st Ave N Garage

- Built as part of KeyArena project in 1995
- Will have approximately 550 active parking stalls
- Has been turned over to OVG as part of new Arena agreements, they will operate for term of Arena lease

- There are changes/improvements/reconfiguration planned as part of Arena project – cooling towers going on roof, truck ramp will originate from this site, significant bike parking area planned and ADA parking/access being reworked
- Had Amano-McGann system but has been deactivated

5th Ave N Garage

- Opened in 2008 as part of sale of property to Bill and Melinda Gates Foundation
- 1015 active parking stalls
- Current location of entire inventory of Seattle Center’s (ADA) van accessible parking stalls
- Structured as a condominium, with Gates Foundation having green roof and Discovery Center, Seattle Center has parking, parking staff office and coffee stand
- Seattle Center has long-term lease of its condo units, returns to Gates Foundation in 2058, however Seattle Center has a right to extend the term for an additional 15 years
- Currently operating Amano-McGann system
- Parking staff office is head end for current Amano-McGann system

OVG New Parking Facility

- Part of Arena design and construction
- 450 stalls planned for suite patrons, performers, staff, others TBD
- Entry/exit from Thomas St., directly across from 1st Ave N Garage
- Has internal access to Arena

All garages:

- Will support both campus-like and high-volume event use
- Existing garages currently operate as self-service pay-on-exit during periods of lower demand and with cashiers at points of entry during periods of higher demand for transient parking
- Existing garages operate robust contract parking and validated parking programs
- Per the Arena EIS and Master Use Permit, management practices for all garages will need to conform with and be incorporated into the Arena Access Management Plan (AAMP - attached) for Arena events.

2. Performance Schedule.

Work is expected to begin immediately upon execution of the contract, with the following milestone targets:

- Complete assessment of needs by **July 25, 2019**
- In order to adhere to parking system installation timelines, the consultant should produce all deliverables referenced in Section 5, Scope of Work by **August 29, 2019**

3. Solicitation Objectives.

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

- Hire a skilled consultant with demonstrable experience assessing PARC system needs for comparable parking operations (multi-facility urban campus environment/public events venue/corporate/institutional)
- Consultant will:
 - Meet with Seattle Center and OVG staff to determine business needs
 - Review the current parking operation and physical infrastructure of the Mercer Garage, 5th Ave N Garage and 1st Ave N Garage
 - Review OVG’s construction drawings for their new parking facility adjacent to the arena

- Review current industry standard systems/solutions
- Recommend a preferred approach to integrate parking operations under a single system while achieving identified goals
- This process is not intended to procure architectural or engineering services

4. Minimum Qualifications.

Within the past three years, consultant must have conducted at least one PARC system needs analysis for a comparable parking operation (urban campus environment/public events venue/corporate/institutional) resulting in overall system recommendations.

Project manager/lead personnel must demonstrate understanding of current PARC system approaches, philosophies and vendors.

5. Scope of Work.

The City anticipates executing three possible phases of work to arrive at the final goal of a new PARC system serving all garages noted in Section 1. This RFQ addresses the first phase of work, but the City may provide authorization for additional phases as an amendment upon completion of these initial deliverables. Subsequent phases may include production of plans and specifications for a system procurement process and assistance with vendor selection/installation work. There are a number of variables which can potentially impact whether additional phases move forward.

This Scope of Work is a general guide and is not intended to be a complete list of all work necessary to conduct the required analysis and issuance of recommendations. The consultant will work cooperatively with, and at the direction of, the Seattle Center department and provide services including, but not limited to, the tasks summarized as follows:

- Review existing physical infrastructure in garages listed in Section 1. Seattle Center will make available drawing files for existing garages, OVG will provide construction drawings for review of additional planned parking facility
- Review current Amano-McGann PARC system installations in garages, and central interface in garage office. The system is comprised of subsystems that include: Access card readers, ticket-issuing dispensers, pavement sensors, intercoms, cashier booths, fee computers, ticket validators, patron fee displays, pay-in-lane exit stations, automatic gates, pay-on-foot stations, signage, servers, workstations and printer.
- Meet with Seattle Center and OVG staff to understand business needs, key operational processes and information requirements. This will include review of existing agreements and studies regarding planned parking operations and transportation factors in the neighborhoods adjacent to Seattle Center, including:
 - Draft Arena Access Management Plan (AAMP)
 - Uptown & Seattle Center Strategic Parking Study
 - Seattle Center/Seattle Arena Company Integration Agreement, Article III – Parking Garage Operations
 - Seattle Center Arena Renovation Project Final Environmental Impact Statement (FEIS) excerpts regarding garages and parking issues

- Assess the physical constraints and system needs of each garage:
 - 1st Avenue N Garage
 - 5th Avenue N Garage
 - Mercer Street Garage
 - New garage adjacent to the Arena
- Identify and assess two or more examples of industry-standard PARC system installations to benchmark against
- Recommend PARC system configuration(s) for each garage incorporating industry-standard technology and achieving the identified objectives of Seattle Center and OVG, as well as supporting the goals of the AAMP; include an assessment of the ability of the existing garages to support the recommended system(s)
- Recommend two or more vendors with experience in successful PARC system implementation, with options at different feature levels/price points

Deliverables

- Detailed report documenting assessments and recommendations, including:
 - Executive summary
 - Identification of two or more industry-standard PARC system installations to benchmark against
 - Recommended PARC system configuration(s) for each garage using industry-standard technology and achieving identified Seattle Center and OVG objectives, supporting the goals of the AAMP, and including an assessment of the ability of existing garages to support said system(s)
 - Recommended vendors with options at different feature levels/price points
 - Photos/sketches/diagrams as appropriate

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 Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

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

7. Procedures and Requirements.

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

7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

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

7.3 Questions.

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

7.4 Changes to the RFP/RFQ.

The City may make changes to this RFP/RFQ if, in the sole judgment of the City, the change will not compromise the City's objectives in this solicitation. Any change to this RFP/RFQ will be made by formal written addendum issued by the City and shall become part of this RFP/RFQ.

7.5 Receiving Addenda and/or Question and Answers.

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

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

7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on Page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.

- c. The City's page limits are specified in Section 8, Response Materials and Submittal. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.7 Hard Copy Submittal.

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

Submit one (1) original unbound, (5) bound copies, and one (1) electronic copy, either on a flash drive or via email, of the response. The City will not accept Fax or CD copies as originals in lieu of paper or electronic copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

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

7.8 RESERVED

7.9 Proposer Responsibility to Provide Full Response.

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

7.10 Prohibited Contacts.

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

7.11 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

7.12 State Business Licensing. Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

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

7.14 No Guaranteed Utilization.

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

7.15 Expansion Clause.

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

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

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

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

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

7.16 Effective Dates of Offer.

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

7.17 Cost of Preparing Proposals.

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

7.18 Readability.

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

7.19 Changes or Corrections to Proposal Submittal.

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

7.20 Errors in Proposals.

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

7.21 Withdrawal of Proposal.

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

7.22 Rejection of Proposals.

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

7.23 Incorporation of RFP/RFQ and Proposal in Contract.

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

7.24 Independent Contractor.

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

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

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

7.25 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

7.26 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. For all contracts over \$314,000, the City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The City does not anticipate an outreach plan will be required for this contract, but it may be required if the contract is amended after this initial phase.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

7.27 Insurance Requirements.

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

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

7.28 Proprietary Materials.

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

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

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

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to 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>.

7.29 Ethics Code.

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in-depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

Involvement of Current and Former City Employees.

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

Contract Workers with over 1,000 Hours.

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

No Conflict of Interest.

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

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or polly.grow@seattle.gov.

7.30 Background Checks and Immigrant Status.

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into

the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

7.31 Notification Requirements for Federal Immigration Enforcement Activities.

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

Such requests include, but are not limited to:

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

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

8. Response Materials and Submittal.

Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.

1. Mandatory - Consultant Questionnaire:

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

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

2. Mandatory - Letter of interest.

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

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see

<http://www.secstate.wa.gov/corps/>

4. Mandatory – Minimum Qualifications:

Provide a single page document that describes exactly how you achieve the minimum qualifications. Remember that the determination you have achieved the minimum qualifications is made from this

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

5. Mandatory - Proposal Response:

This document details the submittal requirements for your proposal response.

- A. Describe your organization, mission and history, and relevant connections to the scope of this RFQ. **Maximum of 2 pages.**
- B. Describe your firm's proposed approach to completion of deliverables. **Maximum of 2 pages.**
- C. Team composition: Identify the team members, roles, and team structure in an organizational chart, including any sub-consultants. Provide one-page resumes of key personnel who will be actively involved in this project as attachments to your submittal. **Maximum of 1 page, not including resumes.**
- D. Describe up to three representative projects in which your firm served in a lead role to assess PARC system needs for comparable parking operations (urban campus environment/public events venue/corporate/institutional), ultimately producing recommendations on equipment necessary for a replacement system. Provide up to a one-page description of each project including your firm's role, a summary of the project's goals, and a total project budget (can be approximate). **Maximum of 3 pages.**
- E. References: Provide two professional references who have worked closely with the key personnel proposed for this project. **Maximum of 1 page.**

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. Mandatory – Letter of Interest
3. Mandatory – Proof of Legal Business Name
4. Mandatory – Minimum Qualifications
5. Mandatory – Proposal Response (see Proposal Response Section, above).

9. Selection Process.

9.1 Initial Screening

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

9.2 Proposal Evaluation

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked.

Evaluation Criteria:

Experience & qualifications	50
Organization & team composition (including any sub-consultants)	20
Proposed approach to deliverables	20
References	10
Total possible score	100 points

9.3 Interviews

The City will interview top ranked firms from the proposal evaluation. 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

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

9.5 Selection

The City shall select the highest ranked Proposer(s) for award following interviews. The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

9.6 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 consultant agreement/base contract, which has been attached.

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 time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

10.5 Checklist of Requirements Prior to Award.

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

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

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.

10.8 Standard Consultant Contract Template

Found here:

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