

## THE SEATTLE PUBLIC LIBRARY REQUEST FOR PROPOSAL

### Project Title: Brand Strategy Development RFP#MOS#1

Schedule of Events	Date/Time
RFP Release	06/05/2014
Deadline for Questions	06/20/2014
Proposals Due to the Library	07/11/2014
In-Person Capabilities Presentation	08/25/2014 – 08/28/2014
Announcement of Successful Proposer	09/10/2014
Contract Execution	09/24/2014

*The Library reserves the right to modify this schedule at the Library's discretion.  
Notification of changes will be posted to the City of Seattle website or sent via e-mail.*

#### **RFP Response Due Date and Time:**

July 11, 2014, 3:00 p.m. PDT

#### **RFP Contact:**

Library Project Manager: Heidi Herb, Marketing and Online Services Department

Email: Heidi.Herb@spl.org

RFP Submission E-Mail Address (via e-mail only): Email: Heidi.Herb@spl.org

The Seattle Public Library

1000 4th Avenue

Seattle, Washington 98104-1109

Unless authorized by the Library Project Manager, no other Library official or employee may speak for the Library regarding this solicitation until award decision is complete. Any Proposer seeking information, clarification, or interpretations from any other Library official or Library employee uses such information at Proposer's own risk. The Library is not bound by such information. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the Library Project Manager.

This RFP has been developed and distributed by The Seattle Public Library (Library), a department of The City of Seattle (City), a Washington municipal corporation. Any references in this RFP to the Library may also be applicable to City of Seattle departments, regulations and requirements.



**Table of Contents**

- 1. Purpose and Background..... 2
- 2. Solicitation Objectives..... 3
- 3. Minimum Qualifications. .... 4
- 4. Scope of Work..... 4
- 5. Budget..... 5
- 6. Contract Modifications. .... 5
- 7. Procedures and Requirements. .... 6
- 8. WMBE Utilization Plan (Required)..... 11
- 9. Response Format. .... 11
- 10. Selection Process. .... 12
- RFP Attachment #1-Consultant Questionnaire/RFP Attachment #2-WMBE Utilization Plan. .... 123

**1. Purpose and Background.**

The purpose of this RFP is to establish a new, evolved brand strategy and to unify The Seattle Public Library, The Seattle Public Library Foundation and the Friends of the Seattle Public Library within that common brand strategy.

Since its founding in 1891, The Seattle Public Library has been one of the most valued and beloved brands in the City of Seattle. As a gesture of just how strongly the Library brand is loved, the citizens of Seattle overwhelmingly voted in 2012 to pass a seven-year \$123 million levy to supplement city funding and ensure that the Library is able to continue its mission of bringing people, information and ideas together to enrich lives and build community.

The Seattle Public Library is one of the busiest urban public libraries in the country. In 2013, the Library circulated over 12 million items and had nearly 14 million visitors. The Library presented 8,228 programs attended by nearly 340,000 adults, teens and children. It includes the spectacular Rem Koolhaas–designed Central Library and 26 branch libraries. In 2014, usage of the Library continues to climb as it evolves and adapts to meet the changing needs of the community.

This evolution of services provided is occurring at libraries nationwide. Libraries are undergoing significant changes in the programs and services they provide and in the way patrons interact and engage with them. Libraries are not simple repositories of books, but rather, they are vibrant centers of the community, providing lifelong learning opportunities for all who wish to use its services. The Seattle Public Library is no exception to this national trend and is well-poised to become positioned as an innovative leader for libraries nationwide.

A key contributing factor to the continued success of our evolution and of the Library’s mission, strategic plan and service priorities is a formal brand strategy, and by extension, a strong and precise visual identity. While the current visual identity has served the Library well for the past 12 years, this time period has also seen a significant change in the way the community uses the Library’s collections, programs and services and how they are delivered to them. All elements of our brand need to properly convey to our patrons, staff, donors, volunteers and advocates that the Library is not only still relevant to the community, but is integral, innovative, and invested in fulfilling its mission successfully. The brand strategy development work will require both tangible and intangible deliverables. Tangible elements can include: market position and audience definitions, brand promise statement, as well as signals of a brand promise such as logo, name, visual identity (“look and feel”) specifications. Intangible elements can include: brand experience, relationship and voice definitions. Intangible elements may be manifested as guidelines depicting the brand experience in the Library (e.g., staff-patron service interactions), online and in print.

The Seattle Public Library is closely aligned with two partner not for profit organizations: The Seattle Public Library Foundation (Foundation), founded in 1980, and The Friends of the Seattle Public Library (Friends), established in 1941. Both organizations are co-located in library facilities either owned or leased by the Library. The Foundation is funding the re-branding project.



The Foundation is a 501(c)(3) charitable organization with the primary purpose of fundraising for the Library providing support above and beyond what public funding provides and is the largest public library foundation in the nation in terms of managed assets. It is also one of the most trusted charitable organizations as it has been awarded Charity Navigator’s 4 Star Award for three consecutive years in a row, a feat accomplished by less than 12% all charitable organizations in the nation. Tens of thousands of donors of all financial abilities have given to the Seattle Public Library Foundation in support of the Library’s programs and services; from small children donating their piggy banks to some of the wealthiest people in the world. The Foundation brand is loosely associated with the Library’s via the current Seattle Public Library logo. The Foundation’s website is at: <https://foundation.spl.org/>.

The Friends is a vibrant volunteer organization with an active and growing membership whose primary focus is organized advocacy to support and promote the Library system. This group of more than 10,000 members and associate members also sells discarded books and materials to the public on consignment from the Library. The Friends’ public face does not share any elements of the Library’s current brand. The Friends website is at: <http://www.friendsofspl.org/>

**Period of Performance.**

The expected duration for this work is approximately five months, from October 2014 until February 2015. A desired draft project timeline is listed below, however, the Library is willing to consider alternative timelines/schedules.

Project Work Milestones	Desired Completion Dates
Discovery Phase	10/29/14
Research Phase	12/03/14
Design and Final User Testing Phase	01/07/15
First Set Asset Deliverables due	01/28/15
Second Set Asset Deliverables due	02/18/15

**2. Solicitation Objectives.**

The following are the key objectives of this project:

To develop an overall brand strategy for The Seattle Public Library, The Seattle Public Library Foundation and The Friends of the Seattle Public Library by creating or clarifying positioning, architecture and identity for the three organizations. This new brand strategy should be forward-thinking in order to embrace the future of libraries, the ever-present dynamism and the ongoing evolution of our programs, services and collections, all the while staying true to our mission and values and the current brand equity. It also should support maintenance of brand integrity while being nimble and capable of entering new marketing, communications and service channels as opportunities arise.

Since each of these groups will be retaining their existing operational focus and purpose, a challenge for Proposers will be creating a brand strategy to fulfill these goals while still retaining some identity for each of the groups individually.

The Library plans to evaluate how these key objectives are satisfied by each Proposer by organizing a Core Project Team of Library staff that would attend all project meetings and an internal group of stakeholders to keep informed and involved in deliverable reviews. The stakeholders group would include the City Librarian, Foundation and



Friends leadership, along with other diverse internal perspectives. The selected agency will be required to present key deliverables to both the Core Project Team and the Stakeholders.

A challenge for Proposers while creating the brand strategy is to fulfill these goals while still retaining some degree of identity for each of the groups individually.

### 3. Minimum Qualifications.

Certain minimum qualifications are required for a Consultant to be eligible to submit a RFP response. Your submittal response must demonstrate past experience in meeting these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the Library without further consideration:

- Consultant must provide sufficient detailed information that demonstrates successful completion of comparable work with a public or private agency of similar size, and has performed such similar work for a minimum of 15 years in the following specific areas of expertise: A proven track record of successful and innovative brand launches for regional and larger brands or brands that are participating in regional and national arenas.
- Experience evolving public service and high-equity brands into transformative industry leaders and innovators.
- Ability to show compelling examples of start-to-finish work that helped organizations create meaningful experiences for a range of target audiences and industries.
- Brand experience that includes assisting organizations with developing tools or frameworks that can assist in the internal adoption of new brands.
- Experience with brands whose customers span demographics that range from ages 0 to 100 and across all socio-economic classes, including ESL speakers and immigrants.
- Expertise in cross-channel implementation from broadcast to out-of-home and traditional print to Social Media and other digital mediums.
- Experience working with public organizations, non-profits, or organizations that have a foundation or fundraising entity as a part of their brand family.
- Strong process and clear data- and research-driven methodology for brand development work.

### 4. Scope of Work

This Scope of Work should include at a minimum, the following phases and approaches:

- 1) A discovery phase that would include market (both comparative and competitive) and audience analysis, and other information synthesis that will inform the subsequent research and testing components, as well as can be applied to the brand strategy deliverables. Deliverables of this phase must include a detailed key findings report that includes information on market position and audience definitions (personas).
- 2) A research component that includes execution of a statistically significant mix of focus groups, in-person interviews representative of target audiences, surveys and other techniques to inform the work of discovering the current brand's essence and the direction in which it should evolve. Deliverables can include a key research findings report, draft brand strategy documentation, including draft brand promise statements for testing and other elements for testing.
- 3) A testing component in which the new brand strategy will be tested with target audiences, staff, volunteers, donors and advocates to ensure the new brand will resonate deeply and is on target for our overall goals for this



project. Testing results will be documented and reported, along with recommendations for final strategy directions.

4) The following brand strategy deliverables:

- First Set:
  - A new brand architecture, including:
    - Overall positioning and messaging statements, brand promise, sub-brand relation and program naming, attributes and taglines. Articulation of the brand experience, relationship and voice definitions.
  - A new Identity System, including:
    - Naming, logo, color palette, typography, photography, iconography and audio brand
    - Identity guidelines
- Second Set:
  - Brand management tools and toolkits for implementation and execution by Library in-house creative teams and external agencies and consultants.
  - Internal tools or frameworks focused on supporting internal brand adoption and “Brand Ambassador” development.
  - Applications for a few key items that the Library and agency determine will best exemplify visual implementation of the brand.
  - At a minimum we would like to see a basic identity system package of business card, letterhead, email signature and a motion graphics application for YouTube videos.

For each phase, it will be required that detailed notes of meetings/testing be recorded and presented as part of the project documentation.

Proposer should address how it plans to accomplish each element in the Scope of Work in their RFP response. This will be key documentation that the Library will be using to evaluate the quality of the submission.

## 5. Budget

The approved budget for this project is \$350,000.00, which includes a variety of project-related costs. The amount available for this RFP acquisition may be less than this amount. Proposers should keep this in mind when preparing their proposals.

## 6. Contract Modifications.

A copy of the Library’s Consultant contract terms and conditions will be provided once a Consultant proposal is selected for review and approval by the Consultant.

Consultants submit proposals, understanding that all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The Library reserves the right to negotiate changes to submitted proposals and to change the Library’s otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached Contract form, the Library 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.



## 7. Procedures and Requirements.

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

### 7.1 Registration into City Registration System.

If you have not previously done so, register at: <http://www2.seattle.gov/ConsultantRegistration/>. The Library encourages all firms to register. Women- and minority- owned firms are asked to self-identify. Registration will provide visibility for the Consultant's business and capabilities for other City departments and agencies. For assistance, call 206-684-0444.

### 7.2 Questions.

Proposers may submit written questions to both the Project Manager and Coordinator until the deadline stated on page 1. The Library requires all questions to be submitted via e-mail to the Library Project Manager. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. While the Library will make every effort to inform potential Proposers of such inquiries, it is the responsibility of the interested Consultant to assure they receive responses to questions if any are issued.

### 7.3 Changes to the RFP/Addenda.

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

### 7.4 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 Library via an inquiry to the Library's project manager.

All submittals sent to the Library 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.

### 7.5 Proposal Submittal.

- a. Proposals must be received into the Library no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially.
- c. Consultants are required to submit their proposal electronically.
- d. The Consultant has full responsibility to ensure the response arrives at the Library within the deadline. A response delivered after the deadline will not be accepted unless waived as immaterial by the Library given specific fact-based circumstances.

### 7.6 Electronic Submittal.

The Library requires an electronic submittal of bid responses to facilitate group review and document distribution. No paper bid submittals will be accepted.



- a. The electronic submittal is e-mailed to the Library contact (see page 1), by the RFP due date and time deadline.
- b. Title the e-mail so it won't be lost in an e-mail stream.
- c. Any risks associated are borne by the Consultant.
- d. The Library e-mail system will allow documents up to 10 megabytes.

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

The Consultant must meet all licensing requirements that apply to their business immediately after contract award or the Library may reject the Consultant. Companies must license, report and pay 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 before submitting an offer, as the Library 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 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 cause 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 City of Seattle Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
- 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.
- k. 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 (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 Library. 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 Library. 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.

#### **Federal Excise Tax.**

The City/Library 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 respond in a manner that does not require interpretation or clarification by the Library. 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 Library will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; this does not limit the Library right to consider additional information (such as references that are not provided by the Proposer but are known to the Library, or past City/Library experience with the Consultant), or to seek clarifications as needed.

#### **7.9 No Guaranteed Utilization.**

The Library 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 Library reserves the right to multiple or partial awards, and/or to order work based on the Library's needs. The Library may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The Library may resolicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the Library to terminate existing contracts for convenience or cause.

#### **7.10 Expansion Clause.**

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

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

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the Library 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 vary the identity or purpose of the Agreement. The Library may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in Library 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 Library through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

#### **7.11 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the Library 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.

#### **7.12 Negotiations.**

The Library may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet Library needs within the Scope of Work sought by this RFP solicitation.

#### **7.13 Effective Dates of Offer.**

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

#### **7.14 Cost of Preparing Proposals.**

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

#### **7.15 Readability.**

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





#### **7.16 Changes or Corrections to Proposal Submittal.**

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

#### **7.17 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 Library.

#### **7.18 Withdrawal of Proposal.**

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

#### **7.19 Rejection of Proposals.**

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

#### **7.20 Incorporation of RFP and Proposal in Contract.**

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

#### **7.21 Independent Contractor.**

The Consultant works as an independent contractor. The Library will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant.

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

#### **7.22 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.

#### **7.23 Insurance Requirements.**

No special insurance requirements are required for the work under this Request for Qualifications. However, the Consultant agrees to maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this RFP, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle/Seattle Public Library" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

#### **7.24 Proprietary and Confidential Material.**

##### **Requesting Disclosure of Public Records**

The Library asks proposers and their companies to refrain from requesting public disclosure of proposal records until a contract is executed. This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with resolicitation. With this preference stated, the Library will continue to respond to all requests for disclosure of public records as required by State Law.



## **Marking and Disclosing Material**

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 public records. These records include but are not limited to proposal submittals, agreement documents, contract work product, or other material.

Washington's Public Records Act requires that public records must be promptly disclosed by the Library upon request unless a judge rules that RCW or another Washington State statute exempts records from disclosure. Exemptions are narrow and explicit and are 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 Library as part of your submittal or contract work product, are exempt from disclosure you can request that the Library not release the records until the Library 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 identify each record and the exemption(s) that may apply. If you are awarded a Library contract, the same exemption designation will carry forward to the contract records.

The Library will not withhold materials from disclosure 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. Identify no 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 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 Library receives a public disclosure request for any records you have properly listed on the Consultant Questionnaire, the Library 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 Library, as a courtesy, allows up to ten business days to file a court injunction to prevent the Library from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the Library may release the documents.

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

## **7.25 Ethics Code.**

Please familiarize yourself with the City Ethics code: [http://www.seattle.gov/ethics/etpub/et\\_home.htm](http://www.seattle.gov/ethics/etpub/et_home.htm). Specific questions 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](mailto:wayne.barnett@seattle.gov) or staff members Kate Flack, [kate.flack@seattle.gov](mailto:kate.flack@seattle.gov) and Mardie Holden, [mardie.holden@seattle.gov](mailto:mardie.holden@seattle.gov) ).

## **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 Library 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 sporting event tickets to a Library employee on the evaluation team of a solicitation to which you submitted. 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/Library employees from soliciting items from Consultants. Promotional items worth less than \$25 may be



distributed by the Consultant to City/Library employees if the Consultant uses the items as routine and standard promotions for the business.

#### **Involvement of Current and Former City Employees.**

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

#### **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/Library official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The Library shall make sole determination as to compliance.

#### **7.26 Background Checks and Immigrant Status.**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing online at <http://www.seattle.gov/business/WithSeattle.htm>

### **8. Women & Minority Business/WMBE Inclusion Plan.**

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 subcontracting opportunities with WMBE firms **if applicable**. If subcontracting opportunities exist, the Library/City requires a plan for including minority- and women-owned firms, which becomes a material part of the City contract. The Plan must be responsive in the opinion of the Library/City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At the Library/City request, Consultants must furnish evidence such as copies of agreements with WMBE subcontractors 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.

Further information about the City of Seattle Women and Minority-owned Business Enterprise (WMBE) program can be found at: <http://www.seattle.gov/purchasing/wmbe.htm> .

A WMBE Inclusion Plan is required and is included as Attachment #2 to this RFP. An Inclusion Plan should be submitted even if no WMBE subcontracting is proposed.

### **9. 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 cause rejection as non-responsive.

- 1. Letter of interest (optional).**
- 2. Legal Name:** Submit a certificate, copy of web-page, 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/>

- 3. Minimum Qualifications:** Provide a single page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The Project Manager is not obligated to check references or search other materials to make this decision.

**Proposed Response to RFP:** A detailed description of how the Consultant plans to complete the tasks/deliverable/outcomes as described, especially in regards to the RFP Objectives (#2) and Scope of Work (#4). The response should include the estimated number of work hours for each deliverable, the estimated time required (task completion dates) and the Consultant's fee schedule [the fee schedule should correspond to the proposed milestones/deliverables (#1)]. Names and resumes of staff members assigned to the project, including anticipated level of participation.

- 4. Mandatory – Consultant Questionnaire:**

Submit the "Consultant Questionnaire" form and WMBE Inclusion Plan with your proposal package (embedded at the end of this document, in the "Attachments" section). Submit this, even if you have sent one in to the Library/City on previous solicitations or contracts or if there is no WMBE utilization proposed for this work.

## 10. Selection Process.

**10.1 Initial Screening:** The Project Manager will review responses for initial decisions on responsiveness and responsibility in meeting the Minimum Qualifications. Those found responsive and responsible based on an initial review shall then be considered for proposal evaluations.

**10.2 Proposal Evaluation:** The Library will evaluate proposals using the following creative selection criteria, listed below in order of importance:

- Past work examples and associated client success (e.g., business KPI improvements like increase in philanthropic donations, increase in market share, increase in sales, etc.)
- Mix of client variety (non-profit, for-profit, B2C, product and service providers)
- Strength of research, analysis and testing capabilities either in-house or via partner
- Proposed cost
- Strength of client communication and project management processes
- Resources to meet desired milestone delivery schedule as needed
- Responsiveness to the proposed Scope of Work

Responses will be evaluated and ranked/ scored by a Library RFP evaluation committee.

**10.3 Interviews:** The Library will interview the firms that are judged to be most responsive to the RFP specifications as described in Section 10.2. Consultants invited to interview are to bring the assigned Project Manager 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 on the project team without advance authorization by the Library Project Manager.

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

**10.5 Proposal Selection:** The Library shall select the highest ranked Proposer(s) for award based upon the interview and the RFP submission documents, satisfactory past performance and other elements. Responses will be evaluated and ranked/scored using the following evaluation criteria:

Criteria	Percentage Weight
Experience (breadth and depth, and proven success of past experience performing comparable work)	35%
Proposed Services (responsiveness to Scope of Work)	20%
Available appropriate staff and resources to complete the work	5%
Reference check	10%
Cost proposal	10%
Organizational fit	10%
WMBE Utilization Plan	10%

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

**10.7 Taxpayer Identification Number and W-9:** Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request form (W-9) to the Library, the Consultant must execute and submit this form prior to the Contract execution date.

## Attachments

The required Consultant Questionnaire and the WMBE Inclusion Plan documents have been embedded in icon form within this document. To open, double click the icon.

### Attachment #1: Consultant Questionnaire



ConsultantQuestionnaire.doc

### Attachment #2: WMBE Inclusion Plan



WMBE Inclusion Plan.docx