** City of Seattle**

**REQUEST FOR PROPOSALS (RFP)**

**Consultant Contracting**

**Project Title: Seattle Disaster Recovery Plan Development, Phase 2**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |  |
| --- | --- | --- |
| **Schedule of Events** | **Date/Time** | **Location** |
| RFP Release | 4/25/13 | Daily Journal of Commerce |
| Optional Pre-Submittal Conference | none | none |
| Deadline for Questions | 5/6/13, 5:00 PM (Pacific) | Email questions to Project Managers listed below |
| Sealed Proposals Due to the City | 5/17/13, 4:00 PM, PDT | Email or send to Seattle OEM Office |
| RFP Interviews | 6/10-14/13 | TBD |
| Announcement of Successful Proposer(s) | 6/18/13 |  |
| Anticipated Negotiation Schedule | 6/19/13 – 6/28/13 |  |
| Contract Execution | 7/1/13 |  |

*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.*

**Procurement Contact**

Project Managers:

Erika Lund, Mitigation & Recovery Planner, [Erika.lund@seattle.gov](mailto:Erika.lund@seattle.gov) 206-233-5089 or

Diane Newman, Planner, [diane.newman@seattle.gov](mailto:diane.newman@seattle.gov) 206-233-5079

Table 2: Delivery Address

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Seattle Office of Emergency Management  105 Fifth Ave S #300  Seattle, WA 98104 | Seattle Office of Emergency Management  105 Fifth Ave S #300  Seattle, WA 98104 |

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 regarding this solicitation until the award decisions are complete. Any Proposer seeking information, clarification, or interpretations from any other City official or City employee uses such information at the Proposer’s own risk. The City is not bound by such information. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City Project Manager.

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# Purpose and Background.

The City of Seattle, Office of Emergency Management (OEM), with funding from City Council, is building on an initial phase in the important process of planning for all-hazards disaster recovery. OEM seeks the services of a firm or team to develop a Disaster Recovery Plan (Plan). This Plan will complement several of the City’s current plans and programs for disaster response, mitigation and preparedness. The recent release of the National Disaster Recovery Framework (NDRF) by the Federal Emergency Management Agency is an added impetus to recovery planning.

The City’s objective in recovery planning is to increase the entire community’s resilience to the impacts of a major earthquake or other disaster, and for the City and its partners to be better prepared to manage long term recovery and redevelopment. The intention for the Plan is that it will be all-hazards in scope and guide the recovery not only of city government, but the broader Seattle community. It will be applicable to catastrophic disasters, but scalable to smaller scale events. In addition, it will dovetail with other city and State planning processes to the greatest extent possible.

Because the development of a full plan is a major endeavor, it has been broken down to two phases. Phase 1, now completed, involved the development of [an initial plan scope and framework](http://www.seattle.gov/emergency/publications/documents/SeattleDisasterRecoveryPlanFramework_Jan%202013_final.pdf). It included the identification of core values, stakeholders, recovery issues, decision-making processes, key policy issues, best practices and a draft scope of work outline for a full recovery plan. The intent of Phase 2 is to build on the conceptual work completed in Phase 1 to arrive at a fully-vetted and actionable plan that the City can train and exercise to with its partners.

No Federal Funding is used for this contract. The contract amount is not to exceed $180,000.

# Period of Performance.

The work will take place during the period of June 2013 (or when contracts are signed) through December 13, 2014.

# Solicitation Objectives.

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

* Seattle OEM is seeking an experienced and knowledgeable consulting team that includes subject matter experts in a wide scope of disaster recovery issues.
* The successful consulting team includes personnel with proven facilitation, writing, research, policy development, and project management skills that will produce a high quality, well coordinated Plan within budget and timeframe of this contract.
* The Plan will serve as a guide to leaders of not only the City of Seattle but of the whole Seattle community as they face disaster recovery for all hazards, natural and human caused, to include a catastrophic event from which it may take years to reach a new state of normal.

# Minimum Qualifications.

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

* Knowledge and experience in professional emergency management and all-hazards disaster recovery fields;
* Understanding of current disaster recovery and resilience concepts;
* Experience with plan development for a public or quasi-governmental entity or agency;
* Strong ability to facilitate successful stakeholder input processes;
* Ability to write in a way that is understandable to both professionals in the field and lay people.
* The availability of a project manager within driving distance of Seattle.

# Scope of Work.

The selected Consultant, under the supervision of two Project Co-Leads, will carry out the following scope of work.

**Task 1. Project management**

1. Submit a proposed schedule and work plan within three weeks of contract award showing how you will complete Tasks 1 through 4, including the sequence and/or integration of the those tasks
2. Provide monthly written project updates to the Project Co-Leads

**Task 2. Planning Team**

1. Work with Project Co-Leads to identify core and extended planning team members from internal city departments as well as those from other governmental agencies, business representatives, human service organizations, and others that represent the community.
2. Assist Project Co-Leads with developing objectives and agendas for Planning Team meetings.
3. Assist Project Co-Leads with scheduling, facilitating and documenting planning team meetings

**Task 3. Stakeholder Engagement** **and Outreach**

Create and execute stakeholder engagement strategy building on outcomes of Phase 1 work as part of plan development;

1. Design and implement a Stakeholder Engagement Strategy, building on the Phase 1 work, to gather plan input from a wide array of public, private, non-profit and community groups.
2. Facilitate and document stakeholder meetings and design charrettes.
3. Assist Project Co-Leads with development and delivery of presentations to various groups of stakeholders that include members of human service organizations, community based groups, business, and government.
4. Develop and present progress reports to the Mayor, City Council, the Emergency Executive Board, the Disaster Management Committee, and other high level officials as requested and coordinated by Project Co-Leads

**Task 4. Disaster Recovery Plan Development**

Develop a Disaster Recovery Plan that provides a flexible roadmap that addresses both expected and un-expected problems and opportunities in short to long term disaster recovery. The Plan must include the following standard planning components:

1. Purpose, scope and/or goals and objectives
2. Authority
3. Situation and assumptions
4. Functional roles and responsibilities for internal and external agencies, organizations, departments and positions
5. Logistics support and resource requirements necessary to implement the plan
6. Concept of operations
7. Plan maintenance

Additional sub-tasks must also be incorporated:

* Establish vision, mission and goals;
* Define recovery governance structure, authorities and decision-making process, including dispute resolution processes;
* Define the form, function and representatives for a Community Recovery Task Force; include structure of focus areas or “recovery support functions” for Task Force, e.g. Housing, Infrastructure, Human Services;
* Identify strategies for effective recovery and disaster resilience;
* Address short and long term recovery priorities and provide guidance for restoration of critical community functions, services, vital resources, facilities, programs and infrastructure of the impacted areas;
* Develop Policy compendium identifying key disaster recovery policy issues and pre-considered options and solutions;
* Develop performance metrics for disaster recovery;
* Create a strategy to fund and staff recovery processes, including both financial and non-financial resources within the City and wider community;
* Define links to other City plans and planning processes;
* Include all standard elements of an emergency management plan; and
* Synch plan with relevant city, county, state and federal plans and planning guidance.
* Incorporate best practices in recovery planning.

# Contract Modifications.

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

The City has attached its boilerplate contract terms with this solicitation to allow Proposers 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 includes, but is not limited to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment. Exceptions to those provisions will be summarily disregarded. City administration cannot agree to any form of mutual indemnification.

# 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 done so, register at: [http://www2.seattle.gov/ConsultantRegistration/](http://www2.seattle.gov/VendorRegistration/) . The City expects all firms (Prime Consultant and subs optional) to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

## 7.2 Pre-Proposal Conference.

The City shall not conduct an optional pre-proposal conference.

**7.3 Questions.**

Proposers may submit written questions to the Project Manager until the deadline stated on page 1. The City prefers questions be through e-mail to both of the City Project Managers. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities 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/ /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 will be made by formal written addendum issued by the City’s Project Manager Addenda and shall become part of this RFP 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. 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 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.

## 7.6 Proposal Submittal.

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

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The City 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.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline will not be accepted unless waived as immaterial by the City given specific fact-based circumstances.

**Electronic Submittal.**

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

1. The electronic submittal is e-mailed to the City contact (see page 4), by the deadline (Procurement Schedule, Table 1, Page 4 or as otherwise amended).
2. Title the e-mail clearly so it won’t be lost in an e-mail stream.
3. Any risks associated are borne by the Proposer.
4. The City e-mail system will allow documents up to 12 Megabytes.
5. If the Proposer also submits a hard-copy, the hard copy has precedence.

## 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 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.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
6. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484, 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).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. 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, with the application and instructions for a Seattle Business License is provided below .
11. 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 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://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 respond 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 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.

**7.10 Expansion Clause**.

Note that the contract strictly limits the expansion of scope and addition of new work not expressly provided for within the RFP 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 ranked Consultant.**

If a contract is executed because 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.

**7.12 Background Checks.**

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

City Light has regulatory requirements promulgated by organizations with jurisdiction over City Light, which require any 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 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, to align the proposal or contract to meet City needs within the scope sought by the solicitation.

## 7.14 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.

## 7.15 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 depends 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 change 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 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 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.**

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 Project Manager.

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.

## 7.23 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 Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

**7.24 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 subcontracting opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. They City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies that are sufficiently effective for successful WMBE participation. At 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.

## 7.25 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer 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, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

## 7.26 Proprietary and Confidential Material.

## Requesting Disclosure of Public Records

The City asks interested parties to not request public disclosure of proposal records until a contract is executed. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or resolicitation. With this preference stated, the City 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 City 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 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 and 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 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 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 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 identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the proposer if the records are disclosed.

**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](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).



**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 is giving a City employee sporting event tickets to a City 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 employees from soliciting items 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.**

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.

# 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 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, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see  **(**[**http://www.secstate.wa.gov/corps/**](http://www.secstate.wa.gov/corps/)).
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.
4. **Mandatory - Consultant Questionnaire:** Submit the following form with your proposal package. Submit this, even if you have sent one in to the City on previous solicitations or contracts.



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



1. **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
2. **Mandatory - Proposal Response**: This document details the forms, documents and format for your proposal response to the City. Please address the following issues.
3. Please describe the experience that makes your firm/team best qualified to develop and write the Seattle disaster recovery plan? Please include resumes of those who will work on this project. In your response, address experience or skills that include meeting facilitation, building collaboration, plan development and writing, and project management. Include any additional information that you feel would make your firm/team the best candidate for completing this work.
4. Briefly describe your approach to this Project.
5. Is there anything that you can identify that may delay completion of this Project by the end date stated on the scope of work?
6. Please provide a spending plan for this Project including hourly rate plus other associated costs that details how you meet budget expectations.
7. Provide a minimum of three references that can speak to your experience and skills needed to successfully complete this project. If your proposal includes team members that are not part of your firm, please include three references for each member also. Include contact name, title, organization, contact telephone and email address. (References will be contacted for only the top two or three firms/teams and will be scored separately)



**Procurement Package Checklist.**

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

1. Letter of Interest
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).

# Selection Process.

**9.1 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.

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

**Evaluation Criteria:**

|  |  |
| --- | --- |
| Experience & qualifications | 40 |
| Approach to delivery of final product | 40 |
| Cost Proposal | 10 |
| Project Completion | 10 |
| **Total** | **100** |

**9.3 Interviews:** The City may interview top ranked firms that are 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 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 City Project Manager.

**9.4 Professional References:** The City 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 City in determining performance.

**9.5 Selection:** The City shall select the highest ranked Proposer(s) for award including the interview and written proposal.

**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 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 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.

# Award and Contract Execution.

The Project Manager will provide timely notice of an intent to award to all Consultants responding to the 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 process. Please see the City website at <http://www.seattle.gov/contracting>. 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. Note that the City is to notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**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 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 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.
* 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. ****

**Attachments**

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

**Attachment #1: Insurance Requirements**

X - No proof of insurance is required.

* Proof of insurance is required, see the embedded requirements below.

**Attachment #2: Consultant Contract**

