** City of Seattle**

**REQUEST FOR QUALIFICATIONS**

**Consultant Contract**

**Project Title: Intelligence Analysts**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release | September 30, 2016 |
| Optional Pre-Submittal Conference | TBD |
| Deadline for Questions via email | October 10, 2016 |
| Response Deadline | October 21, 2016  (12:00 PM, Pacific Daylight Savings Time) |
| Interviews | November 14- 18, 2016 |
| Notifications to Proposers | November 30, 2016 |

*The City reserves the right to modify this.*

*Changes will be posted on the City website or as otherwise stated.*

**Procurement Contact**

Project Manager: Erik Allen, [erik.allen@seattle.gov](mailto:erik.allen@seattle.gov), (206) 684-8770

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** |
| Seattle Police Department Headquarters  Criminal Intelligence Unit  610 Fifth Avenue  Seattle, Washington, 98124 | Seattle Police Department Headquarters  Criminal Intelligence Unit  610 Fifth Avenue  P.O. Box 34986  Seattle, Washington, 98124-4986 |

Unless authorized by the Project Manager, 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.

**Table of Contents**

[1. Purpose and Background. 3](#_Toc441490207)

[2. Performance Schedule. 3](#_Toc441490208)

[3. Solicitation Objectives. 3](#_Toc441490209)

[4. Minimum Qualifications. 4](#_Toc441490210)

[5. Scope of Work. 5](#_Toc441490211)

[6. Contract Modifications. 5](#_Toc441490212)

[7. Procedures and Requirements. 6](#_Toc441490213)

[8. Response Materials and Submittal. 13](#_Toc441490214)

[9. Selection Process. 16](#_Toc441490215)

[10. Award and Contract Execution. 18](#_Toc441490216)

# Purpose and Background.

**Purpose:** The purpose of the Request for Qualifications (RFQ) is to hire a consultant(s) to provide up to four analysts to meet the homeland security and public safety priority information sharing and analytical needs of the Seattle Urban Area Security Initiative (UASI) Region. Individual consultants/sole proprietorships are encouraged to apply, and at the discretion of the Seattle Police Department, these positions may be filled by a single proposer or by any combination of proposers. The number of analysts retained via any particular consultant will depend on the qualifications of the analysts each proposer is able to provide, as well as subsequent negotiations regarding costs and contract performance.

**Background:** The Seattle Urban Area is one of 62 Urban Area regions established by the U.S. Department of Homeland Security (DHS) and is comprised of the Cities of Seattle and Bellevue, and the Counties of King, Pierce and Snohomish. Each of the counties also receives support from the State Homeland Security Program (SHSP). The UASI and SHSP programs directly support the National Priority on expanding regional collaboration in the National Preparedness Guidelines and are intended to assist participating jurisdictions in dealing with man-made and natural disasters by developing constitutionally sound integrated regional systems for the five foundational Homeland Security elements: Prevention, Protection, Response, Mitigation, and Recovery. Multi-directional information sharing and analysis support each of these five elements, and the DHS has provided UASI and SHSP grant funds to increase our regional information sharing and analytical capacity. Seattle Urban Area leaders have chosen to collaborate on a project to develop a regional analytical cadre to support regional homeland security and public safety needs. The Seattle Police Department (SPD) has been chosen as the project lead and administrative agent for the grant funds.

The regional analytical cadre will be integrated into the existing fusion system in order to ensure effective information sharing and efficient use of scarce resources. The Washington State Fusion System consists of public safety stakeholders throughout Washington State, including the Washington State Fusion Center (WSFC), the Regional Intelligence Groups (RIG’s) located throughout the State, law enforcement and public safety agencies, and the myriad of public and private homeland security disciplines, such as the Fire Service and critical infrastructure owners and operators. A lead analyst currently funded by the Seattle Urban Area will provide leadership and coordination of the regional analytical cadre.

# Performance Schedule.

The contracting period will be from approximately January 1, 2017 through December 31, 2018. The dates are approximate to accommodate potential variability in start dates of cadre members, as well as flexibility with funding stream end dates that are being finalized as of the date of this RFQ.

# Solicitation Objectives.

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

• Identify highly qualified consultants to work on criminal intelligence concerns impacting the Seattle Urban Area.

• Be able to conduct research, analysis and present findings addressing a wide range of information needs.

• Evaluate and communicate real time analytic assessments regarding specific threats and intelligence gaps.

# Minimum Qualifications.

Minimum qualifications are required for a Consultant to be eligible to submit a RFQ response. Your submittal response must show compliance to these minimum qualifications.

The following are minimum qualifications that Proposers must meet in order to be eligible to submit a Proposal, and Proposals must clearly demonstrate how the Proposer meets or exceeds these minimum qualifications. City will reject responses that do not clearly address these minimum qualifications without further consideration.

Minimum Qualifications for all Analytical Cadre members:

* Have three years or more work experience in national security or criminal intelligence analysis that involves using the principles, concepts and methodologies of all-source intelligence analysis to research, evaluate and integrate all-source data in the preparation and presentation of intelligence analytical products.
* Ability to obtain a federal Top Secret level security clearance.
* Pass a comprehensive background check conducted by the Seattle Police Department, to include a polygraph examination.
* Possess a two-year degree in criminal justice, law enforcement, statistical analysis or related field; or a four-year degree from a nationally accredited program (any general science, research, social studies, science or cultural studies degree).
* Demonstrated ability to work successfully as an individual and within a team. Please provide examples.
* Excellent writing and verbal communication and organizational skills.
* Ability to work as necessary under time pressures and adjusted schedules, including shift work and weekends.
* Proficient in the use of Microsoft Office Suite applications.
* Ability to become proficient with analytical software tools, such as Analyst Notebook.

# Scope of Work.

As a cadre, the analysts will provide the following products and services regarding homeland security and other public safety threats in the Seattle Urban Area (Snohomish, King and Pierce Counties), while strictly adhering to all constitutional and statutory legal requirements, including all privacy and civil liberties safeguards:

* Conduct all source collection and research, analyze, evaluate and integrate data from multiple sources, identify intelligence gaps, and specify collection requirements, to produce assessments and recommendations
* Apply highly developed inductive reasoning skills to provide a proactive approach to potential threats
* Prepare analyses, assessments, or other products by applying expert judgment and specialized experience in interpreting information and making decisions
* Prepare and present briefings on projects, studies and analyses to mid/high level managers
* Discern patterns of complex behavior; provides accurate understanding of present and future threats
* Provide analysis to guide decision makers
* Provide critical front-line intelligence support to investigative and operational personnel
* Extract essential information and analysis from investigations and intelligence products and synthesize the information into actionable reports
* Analyze intelligence information and other resources related to terrorist and other organized crime groups
* Develop threat-based analysis of terrorist and other criminal capabilities
* Prepare threat assessments on upcoming major events
* Develop contacts and positive working relationship within the law enforcement and homeland security communities, as well as with the general public and private sectors
* Identify information gaps
* Develop and deliver customer specific presentations

# Contract Modifications.

A standard Seattle Police Department contract is attached with boilerplate terms and conditions (See Attachments Section). The Boilerplate will have an additional provision added incorporating by reference the Grant Agreement which provides the funding for the scope of work for this contract. A copy of this Grant Agreement 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.

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

# 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 City Registration System.**

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. For assistance, call Julie Salinas at 206-684-0383.

## 7.2 Pre-Submittal Conference

The City may offer a pre-submittal conference, but no date has been set.

**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 the City Project Manager. 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 RFQ.

The City may make changes to this 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 RFQ will be made by formal written addendum issued by the City’s Project Manager and shall become part of this 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 RFQ Submittal.

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

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The City DOES NOT HAVE page limits specified in the submittal instructions section.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**Hard Copy Submittal.**

Submit one original (1) unbound, four (4) bound copies, and one (1) electronic CD or digital file copy of the response. The City will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City. Delivery is to the location specified on Page 2, Table 2.

1. Hard-copy responses should be in a sealed box or envelope marked and addressed with the City contact person name, the solicitation title and number. If submittals are not marked, the Proposer has risks of the response being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or otherwise be received by the Program Administrator at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.
3. Please do not use plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, the City encourages you use fully 100% recycled stock. Such binders are available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.

## 7.7 License and Business Tax Requirements.

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

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility 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 RFQ, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
6. The City of Seattle Application for a Business License can be found here:

<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

1. You can find Business License Application help here:[http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
2. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
3. 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.
4. The licensing website is <http://www.seattle.gov/licenses>
5. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
6. 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 at [rca@seattle.gov](mailto:rca@seattle.gov) to request additional assistance.
7. 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://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 is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

**7.8 Paid Sick Time and Safe Time Ordinance**

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

**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 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 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this 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.

**7.12 Expansion Clause**.

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

**7.13 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.

**7.14 Negotiations.**

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

## 7.15 Effective Dates of Offer.

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

## 7.16 Cost of Preparing Proposals.

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

**7.17 Readability.**

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

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

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

## 7.19 Errors in Proposals.

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

**7.20 Withdrawal of Proposal.**

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

## 7.21 Rejection of Proposals.

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

## 7.22 Incorporation of RFQ and Proposal in Contract.

This 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.

**7.23 Independent Contractor.**

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

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

Project work requires the Consultant to be on-site at City offices. The worksite, office supplies, personal computer, and office equipment shall be provided to the Consultant. Any such goods and/or services shall remain the property of City. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36 month on-site placement.

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

## 7.24 Equal Benefits.

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

**7.25 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 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.

## 7.26 Insurance Requirements.

Consultants will maintain premises and vehicle liability insurance in force with coverages and limits of liability generally maintained by similar situation consultants and workers compensation insurance as required by Washington State statues.

## 7.27 Proprietary Materials.

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

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

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

If you have any questions about disclosure of the records you submit with your bid, please contact the Project Manager 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 City Purchasing (see attached) 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, please address your request in writing to the Project Manager named in this document.

**7.28 Ethics Code.**

Please 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, please 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 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.

**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. Please see Initiative 222, 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**](mailto:polly.grow@seattle.gov).

**7.29 Background Checks and Immigrant Status.**

Background checks will 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 and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>.

All consultants, team members and related contractors selected under this RFQ must be able to obtain a federal Top Secret security clearance and successfully pass a thorough background investigation, which may include a polygraph examination. City will, at its sole discretion, reject or accept a candidate based on this background investigation.

###### 7.30 Non-disclosure Agreements.

All contractors and proposers selected under this RFQ will be required to sign a non-disclosure agreement regarding confidential and sensitive information handled during execution of this contract. A copy of the Consultant/Consultant Employee Nondisclosure Agreement is attached. (See Attachments Section)

# 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.**

**8.1 Mandatory Proposal Format.**

1. With tabs separating the major sections of the proposal
2. Font size 12 in Times New Roman
3. Single line spacing with double space between paragraphs
4. Margins of 1” on left, top, bottom and right
5. All pages must be numbered sequentially
6. Please print double-sided
7. Questions must be answered in the order presented in the RFQ

**8.2 Proposal Cover Page.**

The following information must be included in your cover page:

1. Name of Proposer
2. Address and Phone Number
3. Contact Person (include phone number and email address)
4. Proposer contact information if different than above Contact Person (include phone number and email address)

**8.3 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/>.**

* 1. **Mandatory - Letter of Submittal.**

1. The Letter of Submittal and the attached Certifications and Assurances form (Attachment “A” to this RFQ) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, the Manager Member, if an LLC or the proprietor if a sole proprietorship. The Letter of Submittal must include the following information about the Proposer and any proposed subcontractors:
2. If the Proposer is a general partnership, limited partnership, limited liability partnership, corporation, or limited liability company, the name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. The Proposer’s Federal Employer Tax Identification number or Social Security number, and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
4. Identify any City of Seattle employees or former City of Seattle employees employed or on the Proposer’s governing board as of the date of the proposal. Include their position and responsibilities within the Proposer’s organization. If following a review of this information, it is determined by City that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.
5. An outline explanation of how the Proposer is prepared to meet the project goals described in the scope of work, including any relevant background experience of the Proposer’s organization in providing such services. \*Note, this section is focused on organizational experience. The experience and background of individual proposed cadre members is to be described on the cadre member resumes requested below.
6. A detailed description of the Proposer’s capacity to establish and sustain the resources, including key personnel needed to complete the project within the term of the grant. \*Note, this section is focused on organizational experience. The experience and background of individual proposed cadre members is to be described on the cadre member resumes requested below.
7. Up to three references for which similar work has been performed. Describe the work and provide contact information. If the organization has not provided similar work, so state. \*Note, this section is focused on organizational experience. The experience and background of individual proposed cadre members is to be described on the cadre member resumes requested below.
   1. **Mandatory - Resumes of Proposed Cadre Members**.

As indicated above, the City anticipates contracting for up to four analysts under this RFQ; however, a Proposer does not have to submit four analyst candidates. For example, if a Proposer is also the analyst candidate, a Proposer may decide to submit only him or herself as a candidate. On the other hand, a Proposer may have more than one candidate and wish to submit two or more candidates. In summary, the Consultant Evaluation Committee will carefully review all submitted materials for Proposed analyst candidates to ensure the best qualified are chosen, whether that means all analytical cadre members are selected from a single Proposer, or from among several proposers. For each analytical cadre member you are proposing to provide under this RFQ, provide a detailed resume sufficient for a reviewer to fully understand the extent to which a cadre member meets not only the minimum requirements, but also to which they compare to other candidates in the ability to fulfill the scope of work in this RFQ. All pertinent information should be provided, including, but not limited to:

* Minimum Qualifications
  + Identify how the proposed cadre member meets the minimum qualifications.
  + Does the proposed cadre member have the ability to work as necessary under time pressures and adjusted schedules, including shift work and weekends?
* It’s anticipated that the following areas will be priority focus areas for this cadre and there is a customer preference for skills, experience and knowledge in the following areas, in addition to the minimum requirements stated above. Please clearly identify skills, experience and knowledge in each of these areas:
  + Maritime
  + Critical Infrastructure / Key Resources
  + Gangs and Violent Crime
  + International and Domestic Terrorism
  + CyberSecurity
* As indicated above, the City anticipates contracting for up to four analysts under this RFQ; however, a Proposer does not have to submit four analyst candidates. For example, if a Proposer is also the analyst candidate, a Proposer may decide to submit only him or herself as a candidate. On the other hand, a Proposer may have more than one candidate and wish to submit two or more candidates. In summary, the Consultant Evaluation Committee will carefully review all submitted materials for Proposed analyst candidates to ensure the best qualified are chosen, whether that means all analytical cadre members are selected from a single Proposer, or from among several proposers.
* All formal education, including dates of attendance, institution attended, course of study, accomplishments and awards
* Relevant training, including dates of attendance, institution attended, course of study, accomplishments and awards, including copies of certificates of completion or other proof of relevant specialized training
* Relevant work experience, including time periods, supervisors, detailed description of responsibilities, significant accomplishments and awards, etc. Additionally, all work experience over the past ten years should be described, including addressing any gaps in work history.
* Demonstrated ability to perform skills sought under this RFQ such as providing, illustrating or referring to work products developed, relevant classes taught/instructed, significant topical briefings presented, and/or authored/published professional materials. If attaching to proposals, such presentations cannot be classified (such as Law Enforcement Sensitive) and may be subject to Public Disclosure release.
* Three references to include the name, physical and email addresses, telephone numbers, and description and date of services performed.
  1. **Mandatory - Consultant Questionnaire.**

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

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>

* 1. **Mandatory – Quotation.**

The evaluation process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the Proposer whose proposal best meets the requirements of this RFQ. As indicated below, if selected the successful Proposer(s) will be expected to enter into a contract which meets the City of Seattle’s consultant contract specifications and which varies depending on the contract amount. Conditions will include obtaining a City of Seattle business license, insurance and non-discriminatory clauses.

* 1. **Identification of Costs.**

Identify the hourly reimbursement rate for proposed Consultant Team Members for services through December 31, 2018. If the hourly rate differs for each individual, please identify the specific rate for each proposed Consultant Team Member. The initial rate cannot exceed $53.00 per hour.

|  |  |  |
| --- | --- | --- |
| **Period** | **01/01/2017 – 12/31/2017** | **01/01/2018-12/31/2018** |
| **Hourly Rate** |  |  |

The quote must also include the contractor’s definition of the maximum number of hours per work year, based on a 40-hour workweek. Contractors will not work for more than 40 hours per week without prior approval from the City.

1. Basis for Determining Rates.

The hourly rate must include all costs associated with providing services, including: Consultant Cadre Member salary and benefits, industrial insurance, all travel within and to multiple worksites in the Seattle UASI region and federal, state and City taxes.

NOTE: The contractor shall not bill for hours or cost of travel, from their place of residence, to any worksite within the UASI region, between any worksites within the UASI region, nor from any worksite within the UASI region, to their place of residence.

1. City will reimburse for a maximum number of hours per month for each Consultant Cadre Member providing services under contracts resulting from this RFQ based on the above, upon receipt of an invoice.
2. The worksite, office supplies, personal computer, and office equipment shall be provided to the Consultant. Any such goods and/or services shall remain the property of City.
3. When services are required by City at locations outside the Seattle UASI region, City will reimburse Consultants for authorized lodging; subsistence and business vehicle mileage costs at current City of Seattle approved reimbursement rates.

**8.9 Package 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. Proposal Cover Page
2. Proof of Legal Business Name
3. Letter of Submittal
4. Resumes of Proposed Cadre Members
5. Consultant Questionnaire (see Embedded Form).
6. Quotation
7. Consent to Release Information and Release from Liability
8. Certifications and Assurances

# Selection Process.

* 1. **Initial Screening**.

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, 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.

* 1. **Proposal Evaluation.**

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

The purpose of the selection process is to determine which proposal best meets the described need for Criminal Intelligence Analysts. The selection process consists of an evaluation and selection of the most qualified Proposer(s) based on Proposals submitted in response to this RFQ and the presentation/interview. The Evaluation Committee determines the most qualified Proposers by scoring the Proposals based upon the criteria and requirements contained in this RFQ. If the Committee requests additional information or clarification, City staff may contact the Proposers to obtain this information. The Evaluation Committee may also choose to interview one or more of the Proposers. The Evaluation Committee panel will then make a recommendation to the RFQ Coordinator who will select the successful Proposer. City staff may conduct telephone interviews as needed to clarify information provided in a Proposer’s response.

**Selection Criteria:**

Members of the Consultant Evaluation Committee will select a consultant (s) based on the following criteria:

1. **Responsiveness to the project scope and purpose:**

Proposals should clearly explain how the proposer will meet the project goals in the Scope of Work above.

1. **Organizational capacity to meet specifications and schedule:**

Proposals should demonstrate the capacity of the proposer (s) to establish and sustain the resources, including key personnel, needed to complete the project within the term of the grant.

1. **Relevant training, experience and education of proposed cadre members:**

Proposals should clearly detail how each proposed analytical cadre member has the necessary skills and experience to successfully complete the scope of work.

1. **Financial competitiveness of bid:**

Project selection will favor proposals that most efficiently and effectively use the funding to meet the project goals, and that are consistent with retaining highly capable analysts.

**9.3 Selection Process.**

Proposals will be evaluated on a two-tier evaluation system: the first tier is an initial evaluation of proposals by an evaluation team; the second tier consists of proposed Consultant Cadre member interviews and evaluations. Each contract proposal and each analyst cadre member proposed by a Proposer will be rated on the education, training and experience of the proposed cadre members. City reserves the right to reject any proposal or team member based solely on City’s determination as to meeting contract or minimum qualification requirements.

**First Tier Evaluation:** The first tier is the initial evaluation of proposals by an evaluation team to determine the highest rated proposals. The Evaluation Committee will evaluate the Proposals and verify that the Proposer has demonstrated compliance with the Minimum Qualifications outlined in the RFQ. Members of the Consultant Evaluation Committee (CEC) will select a consultant (s) using the following weighting and points:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Possible Points** |
| Responsiveness to the project scope and purpose | 10 |
| Organizational capacity to meet specifications and schedule | 10 |
| Consultant Cadre Member Training | 25 |
| Consultant Cadre Member Education | 25 |
| Consultant Cadre Member Work Experience | 50 |
| Consultant Cadre Member References | 15 |
| Financial Competitiveness of Bid | 10 |
|  |  |
| Total Possible Points | 145 |

Based on scores from the first tier evaluation, City will select the top-scoring Consultant Team Members as finalists for the second tier evaluation.

**Second Tier Evaluation:** Top scoring Consultant Cadre Members selected during the first tier evaluation will undergo the following ranked evaluation:

|  |  |
| --- | --- |
| **Evaluation Factor** | **Possible Points** |
| Panel Interview | 100 |
| Total Possible Points | 100 |

Analyst candidates who are selected for Tier II evaluation are allowed to bring copies of non-proprietary previous analytical work products to include both a strategic and tactical product to illustrate work experience. Panel Interview may be conducted in person, or by prior agreement with all parties, via video teleconference. If video teleconference is the agreed upon interview format, it is the proposer’s responsibility to ensure technical compatibility with the Panel’s VTC equipment.

* 1. **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.

* 1. **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).

* 1. **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 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/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.

**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.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Insurance Requirements**

No proof of insurance is required.

**Attachments:**

**Standard Consultant Contract Template**

Found here:

[2016StandardRosterAgreement.docx](file:///C:\Users\WongC1\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\7TNXB3GD\2016StandardRosterAgreement.docx)

**State Grant Agreement**

Found here:

[UASI FFY15 State Grant Agreement](file:///\\srvfile\811share\GCU\Grants\Homeland%20Security%20Grant\UASI\Intelligence%20Analyst%20Consultants\RFPs\2016\UASI%20FFY15%20HSGP-%20Seattle%20PD%20Contract.pdf)

**Consent to Release Information and Release from Liability**

Found here:

[ReleaseConsent-ReleaseLiability](file:///\\srvfile\811share\GCU\Grants\Homeland%20Security%20Grant\UASI\Intelligence%20Analyst%20Consultants\RFPs\2016\ReleaseConsent-ReleaseLiability.docx)

**Certifications and Assurances**

Found here:

[Certifications-Assurances](file:///I:\GCU\Grants\Homeland%20Security%20Grant\UASI\Intelligence%20Analyst%20Consultants\RFPs\2016\Certifications-%20Assurances.docx)

**Consultant Nondisclosure Agreement**

Found here:

[Nondisclosure Agreement](file:///\\srvfile\811share\GCU\Grants\Homeland%20Security%20Grant\UASI\Intelligence%20Analyst%20Consultants\RFPs\2016\Consultant%20Nondisclosure%20Agreement.docx)