City of Seattle
Edward B. Murray, Mayor

Seattle Department of Human Resources
Susan L. Coskey, Director

# REQUEST FOR PROPOSALS

## Consultant Contract

### City of Seattle Fire and Police Department Entry-Level Testing and Hiring Selection Process Equity Analysis

## Procurement Schedule

**Table 1: Procurement Schedule**

| Schedule of Events | Date/Time | Notes |
|---|---|---|
| Solicitation Release | October 7, 2016 | |
| Optional Pre-Submittal Conference Call | October 24, 2016 1pm-2pm | 206-386-1200<br>ID#: 612472 |
| Optional Pre-Submittal Conference Call | November 1, 2016 11am-12pm | PENDING |
| Deadline for Questions | November 2, 2016 5pm | |
| Response Deadline | November 4, 2016 12pm | |
| Interviews | November 14-17, 2016 | |
| Announcement of Successful Proposer | November 18, 2016 | |
| Anticipated Negotiation Schedule | November 28-December 2 2016 | |
| Anticipated Contract Execution | December 16, 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: Bailey Hinckley, bailey.hinckley@seattle.gov, (206) 727-3681

**Table 2: Delivery Address**

| Fed Ex & Hand Delivery - Physical Address | US Post Office - Mailing Address |
|---|---|
| Seattle Department of Human Resources<br>700 Fifth Avenue, Suite #5500<br>Seattle, Washington, 98104 | Seattle Department of Human Resources<br>Seattle Municipal Tower<br>P.O. Box 34028<br>Seattle, Washington, 98124-4028 |

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
2. Performance Schedule. ..... 3
3. Solicitation Objectives. ..... 3
4. Minimum Qualifications. ..... 4
5. Scope of Work. ..... 4
6. Contract Modifications. ..... 5
7. Procedures and Requirements. ..... 5
8. Response Materials and Submittal. ..... 13
9. Selection Process. ..... 15
10. Award and Contract Execution. ..... 16

# 1. Purpose and Background.

The purpose of this Request for Proposal (RFP) is to map current entry-level civil-service testing, oral boards and pre-employment screening and selection practices used by the City of Seattle Police and Fire Departments and analyze these practices in order to align them to the demands of entry-level roles and remove barriers to equity and inclusion in these practices. The final result will be recommendations that will remove barriers to equity and inclusion in these entry-level processes and advance the mission of both City of Seattle Fire and Police Departments.

Section 1.d. of Mayor Edward B. Murray's Executive Order 2015-02 and Seattle City Council's reference to the Executive Order 2015-02 in Resolution 31588 (both attached), call for a review of Seattle Police Department (SPD) and Seattle Fire Department (SFD) policies and practices to reduce disparate impacts on people of color and other under-represented and marginalized groups. As a part of the response to this, SFD, SPD and the Seattle Department of Human Resources (SDHR) intend to hire a consultant to analyze the Police and Firefighter entry-level hiring protocols for the City of Seattle. The goals for this RFP are:

1. Identify barriers to inclusive entry-level hiring for SFD and SPD in line with the City of Seattle's Workforce Equity Strategic Plan**.**
2. Develop recommendations to optimize entry-level hiring practices with the goal of having Police and Firefighters who are best able to perform their duties and serve the diverse communities of Seattle. Evaluated hiring practices are to include: entry-level civil-service testing, oral boards and pre-employment screening and selection practices
3. Develop metrics and tools to measure the effect of new entry-level hiring strategies.

It is the City of Seattle's goal to improve SPD and SFD entry-level hiring protocols to enable the above objectives. The funding for this project is provided in equal parts by the three sponsor departments: Seattle Department of Human Resources, Seattle Fire Department and Seattle Police Department.

# 2. Performance Schedule.

| | |
|---|---|
| December 2016: | Consultant Onboarded and Initial Meetings Complete |
| January 2017: | Consultant Stakeholder Engagement and Data Collection Complete |
| February 2017: | Iterative Mapping and Analysis Process with Sponsor Departments (SFD, SPD & SDHR) |
| March 2017: | Iterative Recommendation and Report Drafting Process |
| | Final Report Due |

# 3. Solicitation Objectives.

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

1. Seek and hire a consultant who has experience developing recommendations on equitable entry-level civil-service testing, oral boards and pre-employment screening and selection practices.
2. Seek and hire a consultant with a skillset in bringing an equity lens to institutionalized practices and policies, with experience working with other police and fire departments or municipalities in the past to ensure more inclusion.
3. Seek and hire a consultant with experience in stakeholder engagement and translating that qualitative data into measurable recommendations.
4. Seek and hire a consultant who is able to deliver results in a highly dynamic, time-constrained political environment while answering to three project sponsors.
5. Seek and hire a consultant who aligns with, and is inspired by, the City of Seattle's commitment to racial and workforce equity as it enables the City to best serve the citizens of Seattle.

## 4. Minimum Qualifications.

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

1. Consultant must have documentation of successful performance of one contract with a public or private agency of similar size to the City of Seattle that has been active for a minimum of five years, with services similar to those expected by the City for this contract.

## 5. Scope of Work.

At the selection (entry-level civil-service testing, oral boards and pre-employment screening and selection practices) phases of employment for new hires at the Seattle Fire Department and Police Department, the successful consultant will:

1. Review and map the distinct Fire and Police Department entry-level hiring practices including written, oral and physical evaluation components. This mapping would include identification of required evaluation components and non-required components by Federal, State and Municipal law as well as the Public Safety Civil Service Commission rules, institutionalized evaluation components and those that may adapt or change more readily.
    a. The Consultant shall map current processes and required qualifications for successful Fire and Police new-hire candidates
    b. The Consultant shall conduct an analysis of the preferred qualifications for successful Fire and Police new-hire candidates with an equity lens.
2. Facilitate stakeholder engagements, as proposed by the consultant and agreed upon with the City of Seattle, in order to identify barriers to equitable opportunities in the current Fire and Police hiring practices. (See attached Racial Equity Toolkit to understand the City's focus on stakeholder engagement.)
    a. The Consultant shall conduct stakeholder engagement and analysis as to how to remove barriers to entry-level roles with SPD and SFD—and actively and affirmatively encourage—People of Color, other marginalized and under-represented groups following the City's Racial Equity Toolkit (attached) framework.
3. Propose recommended changes to the Fire and Police entry-level hiring process that remove barriers to equitable entry-level civil-service testing, oral boards and pre-employment screening and selection practices, including metrics to measure effectiveness.
    a. The Consultant shall work closely with City of Seattle Fire, Police and Human Resources Departments in order to complete the analysis and recommendations in a manner that satisfies the three distinct sponsors of this work.
    b. The Consultant shall develop new, more transparent evaluation practices and models to better align selection processes (particularly entry-level civil-service testing, oral boards and pre-employment screening and selection practices) to fit with the roles and responsibilities of new Fire Fighters and Police Officers.
    c. The Consultant shall attach cost projections to any recommendations.
    d. The Consultant shall identify how metrics to measure success might be attached to any recommendations and demonstrate an understanding of the value of metrics in developing any recommendations.

# 6. Contract Modifications.

The City consultant contract is attached (See Attachments Section). The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an "Exception". The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

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

# 7. Procedures and Requirements.

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

### 7.1 Registration into 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 offers an optional pre-submittal phone conference at the time and date on page 1. Proposers are highly encouraged to call in but not required to in order to be eligible to propose. The conference call answers questions about the solicitation and clarifies issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at these opportunities will be a consideration in any protest filed regarding such items known as of this pre-proposal conference. A sign-in sheet and Q&A will be posted after the conference call.

### 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 identified on page 2. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

### 7.4 Changes to the RFP/RFQ.

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

### 7.5 Receiving Addenda and/or Question and Answers.

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

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

### 7.6 Proposal Submittal.

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

b. All pages are to be numbered sequentially, and closely follow the requested formats.

c. The City has page limits specified in the submittal instructions section. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.

d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

e. The submitter may choose either to submit via hard copy or soft copy.

f. The City recommends consultants partner with another firm or sub-consultant in submitting a proposal if it will enable the consultant to better meet the objectives laid out in the Scope for this project.

**Electronic Submittal.**
The City prefers an electronic submittal in lieu of an official paper submittal. If you cannot provide an electronic submittal, follow the Hard Copy Submittal instructions below.

a. The electronic submittal is e-mailed to the City contact (see page 2), by the deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).

b. Title the e-mail so it won't be lost in an e-mail stream.

c. Request confirmation of receipt in the email.

d. Any risks associated are borne by the Proposer.

e. The City e-mail system will allow documents up to 20 Megabytes.

f. If the Proposer also submits a hard-copy, the soft copy has precedence.

**Hard Copy Submittal.**
Submit one (1) original unbound copy and one (1) electronic CD copy of the response. The City <u>will not</u> 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.

a. 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.

b. 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.

c. Please do not use plastic or vinyl binders or folders. The City prefers simple, stapled paper copies.

### 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.**

a. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
b. A "physical nexus" means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have "physical nexus".
d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
e. The apparent successful Consultant must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
f. The City of Seattle Application for a Business License can be found here: http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf
g. You can find Business License Application help here:http:/www.seattle.gov/licenses/get-a-business-license/license-application-help
h. Self-Filing: You can pay your license and taxes on-line using a credit card https://dea.seattle.gov/self/
i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
j. The licensing website is http://www.seattle.gov/licenses
k. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
l. 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 to request additional assistance.
m. 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 RFP/RFQ deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

### 7.10 Prohibited Contacts.

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

### 7.11 No Guaranteed Utilization.

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

### 7.12 Expansion Clause.

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

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

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation

(i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not 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 RFP/RFQ and Proposal in Contract.

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

### 7.23 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.

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 with the exception of help finding potential meeting spaces for the stakeholder engagement and meetings with the sponsoring departments.

### 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, sub-consultant awards and efforts.

### 7.26 Insurance Requirements.

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.

STANDARD INSURANCE REQUIRED:

1. Commercial General Liability (CGL) or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be $ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL") except:
   — $ 1,000,000 each offense Personal/Advertising Injury
   — $ 1,000,000 each accident/disease Stop Gap/Employers Liability
2. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limits shall be $1,000,000 CSL.
3. Worker's Compensation insurance for Washington State as required by Title 51 RCW Industrial Insurance.

### 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**.

### 7.29 Background Checks and Immigrant Status.

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks 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

## 8. Response Materials and Submittal.

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

1. **Statement of Interest (Optional)**

2. **Table of Contents**

3. **Legal Name(s):** 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/**

4. **Minimum Qualifications:** Provide a single page that lists the Minimum Qualification, and exactly how you achieve the 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.

5. **Consultant Questionnaire:** Submit the following in your response, even if you sent one in to the City for previous solicitations.

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

6. **Contract Exceptions**: This submittal details any "Exceptions" you request to the City contract boilerplate, following all the limits provided in Section 6 of the RFP.

7. **Proposal Response**:
   The Consultant will respond with straightforward concise descriptions of the agency's ability to satisfy the requirements of the City's Request for Proposal. The City has an RFP page limit: no greater than 20 pages, single-spaced, 11 point Times New Roman Font and no smaller than 1- inch margins. (Examples of work and other supporting attachments are not included in this page limit but should be included as appendices with a table of contents for reference.) Any pages that exceed the page limit will be excised from the document for purposes of evaluation.

   **I. PROPOSER CAPABILITIES:**
   The Consultant(s) shall provide information about the firm which demonstrates an understanding of, and the ability to meet and perform all requirements. The City encourages firms to partner in developing a proposal in order to ensure the necessary skillset to complete this work.

a. Company description: Include size, specialties, etc.
b. Resources available to perform the services required under this contract and short resumes or similar documentation of experience. Particularly resources with experience in stakeholder engagement, analysis with an equity lens and uniformed services entry-level hiring process protocols.
c. Provide a list of best practices your company utilizes when making recommendations.
d. Describe the firm's resources available to perform the work for the duration of the project and other on-going projects.
e. Sub-Consultants: Include the name and address of any sub-consultant that may perform work under this contract and what services they may provide.
f. Provide copies of all pertinent and required certifications.
g. Provide a statement about other projects the proposer has worked on with other governmental agencies and the firm's ability to perform the work requested for the duration of the project OR other relevant projects.
h. Provide at least three (3) references from: past accounts of similar size and scope (OR) other relevant projects. Any references must be from work completed within in the last 3 years.

And the Consultant shall address how the firm(s) meets these desired qualifications:

i. Any consultants involved in this project must have completed an accredited implicit bias training course (OR are able and willing to complete a course provided by the City of Seattle within 1 month of signing the contract with the City).
j. Demonstrated experience bringing a racial equity lens to their work with a focus on identifying and overcoming or mitigating barriers to inclusion and workforce equity.
k. Demonstrated experience with challenging stakeholder engagement projects and integrating the findings from the stakeholder engagement into the final work product.
l. Demonstrated experience navigating complex political environments and reporting to at least three project co-sponsors.
m. Familiarity with municipal public safety hiring practices and policies.
n. Experience analyzing entry-level civil-service testing, oral boards and pre-employment screening and selection practices with an equity and inclusion lens and developing and implementing changes to remove barriers to equity.
o. Experience working with municipalities of a similar size to the City of Seattle.
p. Demonstrated commitment to diversity and inclusion in firm practices, policies and work products.
q. A local office within 50 miles of the greater Seattle area. (Though this may be desired, high levels of alignment with the previous desired qualifications could easily outweigh the desire for a local consultant.)

## II. PROPOSED DELIVERY OF SERVICES:

Provide a detailed description of the proposed services offered and the methodology that will be used to accomplish the tasks identified in the scope of work section. This work plan will detail team assignments and narratives of work approach and workforce and the schedule of activities with time allocations. This section should be considered the firm's basic plan for accomplishing the tasks described above and should reference any supplemental information deemed appropriate that is included in the appendices which is not included in the page count. However, each item should have a complete response without necessary reference to the appendix.

In addition to addressing the approach to the scope of work, the consultant shall:

a. Outline how they will complete work by the end of the first quarter of 2017, if not earlier.

b. Provide a clear and concise understanding of the project by describing and clarifying any major issues or concerns based upon project information provided in this RFP.
c. Provide a detailed description of the firm's approach to overall management, allocation of resources, and integration of all activities required by the scope of work.
d. Provide a statement regarding lines of authority and responsibility, and a statement regarding how the firm (or firm partnership) is prepared to respond promptly to problems and any changes to the scope of work.

The analysis and recommendations must comply with the requirements of Washington Administrative Code (WAC) Chapters 434-662 and 434-663.

**8. Mandatory – Cost and Pricing:**

a. State a final, fixed price, broken down to include all direct, indirect, and overhead expenses, hourly rates of those working on the contract and any travel and living expenses incurred by the Consultant to perform the Work.

**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. Statement of Interest (optional)
2. Table of Contents
3. Proof of Legal Business Name
4. Minimum Qualifications Sheet
5. Consultant Questionnaire (see Embedded Form)
6. Contract Exceptions (If applicable)
7. Proposal Response (see Proposal Response Section, above).
8. Cost and Pricing

# 9. Selection Process.

**9.1 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.

**9.2 Proposal Evaluation:** The City will evaluate proposals using the criteria below. The City is looking for the most responsive and cost-effective proposals and responses will be evaluated and ranked or scored according to the below criteria.

**Written Proposal Evaluation Criteria:**

1. Proposer Capabilities and References (40 points maximum)
2. Proposed Delivery of Services (40 points maximum)
3. Equity and Inclusion Capabilities (40 points maximum)
4. Total Cost of Proposal (120 points maximum)

**9.3 Interviews:** The City may interview firms that are determined to be 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 not on the project team without advance authorization by the City Project Manager.

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

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

**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.

# 10. Award and Contract Execution.

The Project Manager will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

**Protests to Project Manager.**
Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the City Project Manager.

**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.**
The Apparently Successful Consultant 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 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

Proof of insurance is required:
http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/5InsuranceTransmittalForm.docx

### Standard Consultant Contract Template

Found here:
http://wwwqa.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/6StandardRosterAgreement.docx