



City of Seattle

REQUEST FOR PROPOSALS

Consultant Contract

Project Title: Seattle Fire Department Entry-Level Assessment

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	June 7, 2017
Optional Pre-Submittal Conference Call 1-888-537-7715 Password: 46830558	June 16, 9am
Deadline for Questions	June 28, 2017
Response Deadline	June 30, 2017 5 PM
Updated Skillset List To Proposers	July 7, 2017
Interviews	July 12-13, 2017
Announcement of Successful Proposer(s)	July 14, 2017
Anticipated Negotiation Schedule	July 17-19, 2017
Contract Execution	July 21, 2017

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

Procurement Contact Information

Procurement Contacts: (Be certain to include both Jessica and Bailey in any email or phone communication to ensure timely response.*)

- *Jessica Kennedy, Fire Exam Administrator, Jessica.kennedy@seattle.gov, (206) 615-0581
- *Bailey Hinckley, Workforce Equity Program Manager, Bailey.hinckley@seattle.gov, (206) 727-3681

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 Department of Human Resources 700 Fifth Avenue, Suite #5500 Seattle, Washington, 98104	Seattle Department of Human Resources Seattle Municipal Tower P.O. Box 34028 Seattle, Washington, 98124-4028

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

Table of Contents

1.	Purpose and Background.....	3
2.	Performance Schedule.....	3
3.	Solicitation Objectives.....	4
4.	Minimum Qualifications.....	4
5.	Scope of Work.....	4
6.	Contract Modifications.....	5
7.	Procedures and Requirements.....	6
8.	Response Materials and Submittal.....	13
9.	Selection Process.....	14
10.	Award and Contract Execution.....	16

1. Purpose and Background.

The purpose of this Request for Proposal is to hire a consultant to design, conduct and score the assessment process for the role of Firefighter for the Seattle Fire Department (SFD). Of primary importance is a process that results in a qualified pool candidates who are representative of the demographics of the greater Seattle area. Such a process would ensure candidates are not lost due institutionalized barriers to equity nor adverse impact to people of color and women, in line with the results from a hiring equity analysis currently underway and which will be available July, 2017. This equity analysis includes both a new job task analysis for the role of firefighter and an assessment of the current barriers to equity in the entry-level firefighter hiring process. This analysis was specifically launched to ensure that previously institutionalized barriers to equity have been identified and addressed in accordance with the City of Seattle Workplace Equity initiative.

Historically, the Seattle Department of Human Resources (SDHR) has employed a combination of written and oral examination processes to assess candidate's relative fitness to perform the duties of the class, while satisfying the requirements of the Revised Code of Washington (RCW) 41.08 and the Seattle Public Safety Civil Service Commission (PSCSC) Rules of Practice and Procedure. For instance, in 2015, SDHR administered a pass/fail written examination for approximately 7,000 applicants as the first step in the candidate assessment process. Those candidates who passed the written exam were invited to participate in a ranked oral board examination process. After the examination, a hiring-eligibility register was prepared, determined by examination rank, plus any percentage allowed by law for veterans scoring criteria status (RCW 41.04.010).

While RCW 41.08 requires that appointments to the Fire Department be determined by open competition and the PSCSC Rules define the character (9.06) and content (9.08) of the examination, it will be incumbent upon the consultant to identify the best means to assess for required skills and characteristics and develop a scoring process that will align to the City's desired goals of an equitable process that ensures no adverse impact.

The PSCSC will oversee the consultant's work, according to RCW 41.08, Seattle Municipal Code (SMC) 408 and the PSCSC Rules of Practice and Procedure. The Seattle Fire Exam Administrator, under direction of SDHR and on behalf of the PSCSC, will oversee exam development and administration. SDHR, with input from SFD, will be responsible for the final selection of the firefighting testing consultants, from the proposals submitted through this RFP process.

2. Performance Schedule

July 2017:	Consultant Onboarded and Initial Meetings Complete
August 2017:	Assessment Approach and Design Finalized
September 2017:	Workshop Design and materials Finalized & Launched
November 2017:	1st round of Assessment Scored after it is Administered by the City in late October 2nd round of Assessment Approach and Design Finalized
February 2017:	2nd round of Assessments Scored after they are Administered by the City in January

3. Solicitation Objectives.

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

1. Seek and hire a consultant who can deliver an equitable entry-level firefighter assessment process for entry level hiring that results in a hiring pool, representative of the demographics of the greater Seattle area, for the role of firefighter at the City of Seattle.
2. Seek and hire a consultant with experience designing, administering and scoring customized assessment processes for roles in public safety at municipalities of similar size and complexity as the City of Seattle.
3. Seek and hire a consultant who has had specific experience in developing assessment processes that reduce the impact of institutionalized bias and other barriers to equity;
4. Seek and hire a consultant who has experience successfully defending the validity of their public safety assessment approach in a legal setting.

4. Minimum Qualifications.

Minimum qualifications are required for a Consultant to be eligible to submit a proposal 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 successfully co-developed a validated assessment process and tools with a public agency relevant to the City of Seattle, , particularly in terms of volume of applicants and focus on reduction of adverse impact.

5. Scope of Work.

The role of testing consultant for the position of firefighter for the City of Seattle includes the following scope of work:

1. Assessment Process Design and Materials
 - a. The consultant shall propose a customized approach to assessment for the role of entry-level firefighter that demonstrates how and where barriers to equity are actively removed from the process and how adverse impact to candidates of color and women will be removed.
 - i. The City of Seattle looks to the consultant to integrate the July, 2017 hiring equity analysis findings into the assessment design. This will include an update of the draft SFD knowledge, skills and abilities listed in the attachment at the end of this document.
 - ii. The City of Seattle looks to the consultant to utilize and reference the most recent research findings on reducing adverse impact in public safety assessment processes to substantiate their customized approach to firefighter assessment processes.
 - iii. The City of Seattle expects the consultant to propose alternative assessment approaches that are demonstrated to reduce adverse impact.
 - b. The consultant shall establish a review process for the proposed approach to assessment that incorporates input from the Seattle Fire Department and the Seattle Department of Human Resources.
2. Workshop Design
 - a. The consultant shall propose an approach to pre-assessment workshops that will:
 - i. Reduce barriers to equity in the process;
 - ii. Result in no adverse impact for people of color and women;
 - iii. Align with State of Washington Initiative 200;

- iv. Integrate the July, 2017 hiring equity analysis findings into the assessment design.
 - v. Utilize and reference the most recent research findings on reducing adverse impact in public safety assessments to substantiate their customized approach to workshop design.
 - vi. The City of Seattle expects the consultant to propose alternative workshop-type approaches that are demonstrated to reduce adverse impact.
- b. The consultant shall establish a review process for the proposed approach to workshop design that incorporates input from the Seattle Fire Department and the Seattle Department of Human Resources.
3. Scoring
- a. The consultant shall propose a customized approach to the assessment processes for the scoring for the role of firefighter that demonstrates how and where barriers to equity are actively removed from the process and how adverse impact to candidates of color and women will be removed.
- i. The City of Seattle looks to the consultant to integrate the July, 2017 hiring equity analysis findings into the scoring design.
 - i. The City of Seattle looks to the consultant to utilize and reference the most recent research findings on reducing adverse impact in public safety hiring assessment to substantiate their customized approach to scoring.
 - ii. The City of Seattle expects the consultant to propose alternative scoring approaches that are demonstrated to reduce adverse impact.
- b. The consultant shall establish a review process for the proposed approach to scoring that incorporates input from the Seattle Fire Department and the Seattle Department of Human Resources.

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 (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

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

7.3 Questions.

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

7.4 Changes to the RFP/RFQ.

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

7.5 Receiving Addenda and/or Question and Answers.

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

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

7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the format outlined in the scope of work.
- c. The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.

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

7.8 Electronic Submittal.

The City prefers an electronic submittal in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal 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. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard-copy, the hard copy has precedence.

7.9 Proposer Responsibility to Provide Full Response.

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

7.10 Prohibited Contacts.

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

7.11 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

- a. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.

- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License 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.

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

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

7.14 No Guaranteed Utilization.

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

7.15 Expansion Clause.

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

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

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

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

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

7.16 Effective Dates of Offer.

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

7.17 Cost of Preparing Proposals.

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

7.18 Readability.

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

7.19 Changes or Corrections to Proposal Submittal.

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

7.20 Errors in Proposals.

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

7.21 Withdrawal of Proposal.

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

7.22 Rejection of Proposals.

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

7.23 Incorporation of RFP/RFQ and Proposal in Contract.

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

7.24 Independent Contractor.

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

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

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

7.25 Equal Benefits.

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

7.26 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. 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. The 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 subconsultants 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.

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

7.27 Insurance Requirements.

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

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

7.28 Proprietary Materials.

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

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

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

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

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

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

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

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

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

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, address your request in writing to the Procurement Contact named in this document.

7.29 Ethics Code.

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

No Gifts and Gratuities.

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

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

Campaign Contributions (Initiative Measure No. 122)

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

7.30 Background Checks and Immigrant Status.

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

immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

8. Response Materials and Submittal.

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

1. Mandatory - Consultant Questionnaire:

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

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

2. Letter of interest (optional).

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

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

4. Mandatory - Minimum Qualifications:

Provide a single page that lists exactly how you achieve the minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

5. Mandatory - Proposal Response:

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 proposal should be no greater than 20 pages, single-spaced, 11 point Calibri (or similar) 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. Examples of work are highly encouraged.) Any pages that exceed the page limit will be excised from the document for purposes of evaluation.

The proposal should clearly address each of the below in their proposal. The City encourages firms to partner in developing a proposal in order to ensure the necessary skillset to complete this work.

I. Proposer Capabilities and References

1. Provide a company description: Include size, specialties, etc.

2. Outline the 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.
3. Describe the firm's resources available to perform the work for the duration of the project and other on-going projects.
4. **Sub-Consultants:** Include the name and address of any sub-consultant that may perform work under this contract and what services they may provide.
5. Provide copies of all pertinent and required certifications.
6. 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.
7. State availability to be in Seattle for relevant meetings and the completion of the City's racial equity or implicit bias courses. Experience working with municipalities of a similar size to the City of Seattle.
8. Reference how the consulting agency has demonstrated a commitment to diversity and inclusion in firm practices, policies and work products.
9. Identify any assessment process that have been challenged in court and provide an explanation of the outcomes.
10. Identify if the consultant has a local office within 50 miles of the greater Seattle area. (Though this may be desired, high levels of alignment with the previous capabilities could easily outweigh the desire for a local consultant.)
11. 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.

II. Approach to Meeting the Scope of Work

1. Assessment Design (see pages 3-4)
2. Workshop Design (see pages 3-4)
3. Scoring (see pages 3-4)

6. **Mandatory – Cost and Pricing:**

State a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and lodging expenses, incurred by the Consultant to perform the Work.

Submittal Checklist.

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

1. Mandatory – Consultant Questionnaire.
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Minimum Qualifications Sheet
4. Mandatory – Consultant Inclusion Plan
5. Mandatory – Proposal Response (see Proposal Response Section, above).
6. Mandatory – Cost and Pricing
7. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5" x 11" page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

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. Responses will be evaluated, scored and ranked.

Evaluation Criteria:

Proposer Capabilities and References	(40 points maximum)
Proposer Approach to Meeting the Scope of Work	(40 points maximum)
Equity and Inclusion Capabilities	(40 points maximum)
Total Cost of Proposal	(120 points maximum)

9.3 Interviews

The City may interview top ranked firms from the proposal evaluation. 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 key person(s) named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. If interviews are conducted, they will be worth 120 additional points.

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 written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

9.6 Contract Negotiations

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

9.7 Right to Award to next ranked Consultant.

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

9.8 Repeat of Evaluation:

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

10. Award and Contract Execution.

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

10.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

10.2 Protests – City Purchasing and Contracting Services.

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols>. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

10.3 Limited Debriefs.

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

10.4 Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

10.5 Checklist of Requirements Prior to Award.

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

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

10.6 Taxpayer Identification Number and W-9.

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

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

10.7 Insurance Requirements

No proof of insurance is required.

10.8 Standard Consultant Contract Template & Attachments

Found here:

<http://wwwqa.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/6StandardRosterAgreement.docx>

SFD Job Description and Knowledge, Skills & Abilities

DRAFT