



# Seattle

## REQUEST FOR QUALIFICATIONS Consultant Contract SPD-WSFC-2023-002

**Project Title: Criminal Intelligence Analyst**

### Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	May 03, 2023
Deadline for Questions via email	May 23, 2023
RFQ Response Deadline	May 24, 2023 (1:00PM, Pacific Daylight Savings Time)
Interviews	May 31 – June 2, 2023
Announcement of Successful Proposer(s)	June 5, 2023
Background Check	June 09, 2023
Contract Execution	August 01, 2022

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

#### **Mayor’s Executive Order 2021-08 Vaccination Requirements for City Contractors**

The Consultant, by submitting its Proposal, agrees that it will comply with Mayor’s Executive Order 2021-08, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, the Consultant shall submit the City provided Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax)) no later than 5 days prior to the start of the Work. During the performance of Work, Consultant shall provide an updated Vaccine Attestation form upon the City’s request.

The Executive Order and Vaccine Attestation Form are incorporated herein and are available at: [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax).

All costs related to the Mayor’s Executive Order shall be considered included with or incidental to other Bid/Cost items.

#### **Procurement Contact Information**

Procurement Contact: Ryan Levens, Deputy Director  
[Ryan.Levens@seattle.gov](mailto:Ryan.Levens@seattle.gov)  
[Ryan.Levens@wsfc.wa.gov](mailto:Ryan.Levens@wsfc.wa.gov)

**Table 2: Delivery Address**

Please email:

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.

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## 1. Purpose and Background.

**Purpose:** The purpose of this Request for Qualifications (RFQ) is to hire one or more consultants to provide analyst(s) to meet the homeland security and public safety priority information sharing and analytical needs of the Seattle Urban Areas Security Initiative (UASI) Region. The Seattle UASI Region consists of UASI North (Snohomish County Everett Police Department), UASI East (King County Bellevue Police Department), UASI West (King County Sheriff's Office Renton), UASI South (Pierce County Sheriff's Office), and/or the Washington State Fusion Center located in downtown Seattle. The intent for this RFQ is to hire one consultant per each of the following UASI areas:

- UASI East (Bellevue Police Department) 3 days per week and out of the Washington State Fusion Center 2 days per week.
- UASI South (Pierce County Sheriff's Office) 3 days per week and out of the Washington State Fusion Center 2 days per week.
- UASI North (Snohomish County Everett Police Department) 3 days per week and out of the Washington State Fusion Center 2 days per week.
- UASI West (King County Sheriff's Office) 3 days per week and out of the Washington State Fusion Center 2 days per week.

Individual consultants/sole proprietorships are encouraged to apply.

**Background:** The Urban Areas Security Initiative (UASI) Program assists high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The Seattle Urban Area is comprised of the Cities of Seattle and Bellevue, and the Counties of King, Pierce, and Snohomish. Each of the counties also receives support from the State Homeland Security Program (SHSP). The UASI and SHSP programs directly support the National Priority on expanding regional collaboration as stated in the National Preparedness Guidelines and are intended to assist participating jurisdictions in dealing with man-made and natural disasters by developing constitutionally sound integrated regional systems for the five foundational Homeland Security elements: Prevention, Protection, Response, Mitigation, and Recovery. Multi-directional information sharing and analysis support each of these five elements and UASI, SHSP grant funds are used to increase Washington State's regional information sharing and analytical capacity. Seattle Urban Area leaders have chosen to collaborate on a fusion center project to develop a regional analytical cadre to support regional homeland security and public safety needs. The Seattle Police Department (SPD) has been chosen as the project lead and administrative agent for the grant funds.

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

The funding for the consultants will be from Urban Area Security Initiative (UASI) and State Homeland Security Program (SHSP) funds. The positions are currently funded under FFY 20 and FFY 21 UASI and FFY 21 SHSP grants to the City of Seattle. The positions are expected to continue to be funded under future UASI/SHSP grants.

## 2. Performance Schedule.

The contracting period will begin upon the contract execution date through December 31, 2025. The dates are approximate to accommodate potential variability in start date of analysts, as well as flexibility with funding stream end dates under future UASI grants.

## 3. Solicitation Objectives.

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

- Identify highly qualified consultants to work on criminal intelligence concerns impacting the Seattle Urban Area,
- Conduct research, analysis and present findings addressing a wide range of information needs, and
- Evaluate and communicate real time analytic assessments regarding specific threats and intelligence gaps.

## 4. Minimum Qualifications.

Minimum qualifications are required for a Consultant to be eligible to submit a Proposal response. Your submittal response must show compliance with these minimum qualifications. Proposals must clearly demonstrate how the Proposer meets or exceeds these minimum qualifications. City will reject responses that do not clearly address these minimum qualifications without further consideration.

Minimum Qualifications for all Analytical Cadre members:

- ❑ Have three years or more work experience in national security or criminal intelligence analysis that involves using the principles, concepts and methodologies of all-source intelligence analysis to research, evaluate and integrate all-source data in the preparation and presentation of intelligence analytical products. Or  
Possess a two-year degree in criminal justice, law enforcement, statistical analysis or related field; or a four-year degree from a nationally accredited program (any general science, research, social studies, science or cultural studies degree).
- ❑ Ability to obtain a National Top-Secret security clearance.
- ❑ Pass a comprehensive law enforcement background check conducted by the Seattle Police Department and as part of the background check may include a polygraph examination. Each UASI area (e.g. Everett, Bellevue, Seattle, and King Co. Sheriff's Office) may also conduct a law enforcement background check and/or polygraph for assigned criminal intelligence analysts.
- ❑ Demonstrated ability to work successfully as an individual and within a team.
- ❑ Excellent writing and verbal communication and organizational skills.

- ❑ Ability to work as necessary under time pressures and adjusted schedules, including shift work and weekends.
- ❑ Proficient in the use of Microsoft Office Suite applications.
- ❑ Ability to become proficient with analytical software tools, such as Analyst Notebook.

## 5. Scope of Work.

As a member of analyst cadre, the analysts will provide the following products and services regarding homeland security and other public safety threats in the Seattle Urban Area while strictly adhering to all constitutional and statutory legal requirements, including all privacy, civil rights/civil liberties safeguards. Each analyst will be uniquely assigned to a UASI area and will conduct split-based support working 3 days a week in assigned area and 2 days a week in Seattle at the Washington State Fusion Center or as directed by the Lead Analyst.

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

## 6. Contract Modifications.

A standard Seattle Police Department contract is attached with boilerplate terms and conditions (See Section 10.8: Standard Consultant Contract Template). The Boilerplate will have additional provisions incorporated by reference. Copies of the Grant Agreements which provide the funding for the scope of work for this contract are attached. (See Section 10.8).

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

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

## **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 the Online Business Directory**

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 7.24). For assistance, email [FAS\\_PC@seattle.gov](mailto:FAS_PC@seattle.gov).

### **7.2 Questions.**

Proposers may email questions to the Project Manager until the deadline stated on page 1. When emailing questions to the Project Manager, proposers shall identify, "Criminal Intelligence Analyst RFQ Question" in the subject line. 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.

### **7.3 Changes to the RFP/RFQ.**

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

### **7.4 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.

### **7.5 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 DOES NOT HAVE page limits specified in Section 8: Response Materials and Submittal.
- 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.

### **7.6 Electronic Submittal.**

The City allows and will accept 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 will not 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.

### **7.7 Proposer Responsibility to Provide Full Response.**

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

### **7.8 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.

## 7.9 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 and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- 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 [www.seattle.gov/self/](http://www.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](mailto:rca@seattle.gov). The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at [tax@seattle.gov](mailto:tax@seattle.gov) to request additional assistance.
- l. 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.

## 7.10 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.



**7.11 Federal Excise Tax.** The City is exempt from Federal Excise Tax.

**7.12 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.

**7.13 Expansion Clause.**

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

**7.14 Effective Dates of Offer.**

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

**7.15 Cost of Preparing Proposals.**

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

**7.16 Readability.**

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

### **7.17 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.

### **7.18 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.

### **7.19 Withdrawal of Proposal.**

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

### **7.20 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.

### **7.21 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.

### **7.22 Independent Contractor.**

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

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

Project work requires the Consultant to be on-site at the UASI North, or UASI East, or UASI West or UASI South area 3 days per week and at the Washington State Fusion Center in Seattle 2 days per week. The worksite, office supplies, computer, and office equipment shall be provided to the Consultant. Any such goods and/or services shall remain the property of the City. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for more than 36 months without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36-month on-site placement.

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

### **7.23 Equal Benefits.**

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

### **7.24 Women and Minority Subcontracting.**

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful 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 \(OMWBE\)](#).

### **7.25 Insurance Requirements.**

Consultants will maintain premises and vehicle liability insurance in force with coverages and limits of liability generally maintained by similarly situated consultants and workers' compensation insurance as required by Washington State statutes.

### **7.26 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 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, visit <https://www.seattle.gov/public-records/public-records-request-center>.

### **7.27 Ethics Code.**

Familiarize yourself with the City Ethics code: [http://www.seattle.gov/ethics/etpub/et\\_home.htm](http://www.seattle.gov/ethics/etpub/et_home.htm). 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, 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.

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

Background checks will be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, 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/purchasing-and-contracting/social-equity/background-checks>.

All consultants selected under this RFQ must be able to obtain a National Top-Secret security clearance and successfully pass a thorough background investigation, which may include a polygraph examination by the Seattle Police Department, the Everett Police Department and/or another law enforcement jurisdiction. The City will, at its sole discretion, reject or accept a candidate based on this background investigation.

### **7.29 Notification Requirements for Federal Immigration Enforcement Activities.**

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

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

All contractors and proposers selected under this RFQ will be required to sign a non-disclosure agreement regarding confidential and sensitive information handled during execution of this contract. A copy of the Consultant/Consultant Employee Nondisclosure Agreement is found at the end of the Consultant Contract Template. (See Section 10.8: Standard Consultant Contract Template)

### **7.31 Non-Disclosure of Protected Critical Infrastructure Information.**

The parties agree to comply with the Final rule promulgating regulations at Title 6 Code of Federal Regulations Section 29 to govern procedures for handling critical infrastructure information. The regulations detailed in the Final rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002, known as the “Critical Infrastructure Information Act of 2002” (CII Act).

The Consultant or Contractor shall not request, obtain, maintain or use Protected Critical Infrastructure Information (PCII) without a prior written certification from the PCII Program Manager or a PCII Officer that conforms to the requirements of Section 29.8(c) of the Final Rule.

The Consultant or Contractor shall comply with all requirements of the PCII Program set out in the CII Act, in the implementing regulations published in the Final Rule, and in the PCII Procedures

Manual as they may be amended from time to time and shall safeguard PCII in accordance with the procedures contained therein.

The Consultant or Contractor shall ensure that each of its employees, consultants, and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager and agrees that none of its employees, consultants or sub-contractors will be given access to PCII without having previously executed an NDA.

The parties have executed this Agreement Amendment by having their representatives sign below.

## 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 the 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 into the City for previous solicitations.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>

### 1.2 Proposal Method of Delivery

- a. Bidder's proposal must be delivered to the RFQ Coordinator via email.

### 1.3 Assumption of Risk

- a. Bidders assume the risk for the delivery of the proposal. City assumes no responsibility for delays caused by any deliver service. Late proposals will NOT be accepted and will automatically be disqualified from further consideration.

### 1.4 Referencing

- a. Do not respond by referencing material presented elsewhere. The proposal shall be considered complete and stand on its own merit.

## 2. Desired Proposal Format.

- b. Tabs separate the major sections of the proposal
- c. Font: Times New Roman. Font Size: 12.
- d. Single line spacing with double space between paragraphs
- e. Margins of 1" on left, top, bottom and right
- f. All pages numbered sequentially
- g. Printed double-sided
- h. Questions answered in the order presented in the RFQ

### 2.1 Electronic Submission of Proposals

**2.1.1** Email proposals will not be viewed prior to the proposal due date. Time of receipt is defined as the time that the RFQ Coordinator's email box records that the response was received, NOT by the Bidder's transmittal. City assumes no responsibility caused by Bidder's e-mail network, network problems or any other party. If Seattle's Email is not working, appropriate allowances will be made. Any proposals received after 1:00pm on the proposal due date will be rejected.

**2.1.2** Seattle will not accept zipped files and zipped files cannot be used for submission of Proposals.

**2.1.3** The use of links (either in a document or to a cloud-based program) is not an acceptable method of submittal and any proposals submitted that include such links will be rejected as non-responsive and will not receive further consideration.

**2.1.4** All files in Bidders Response must be submitted in Microsoft Word, Microsoft Excel, or PDF. All signature pages must be submitted in PDF format.

**2.1.5** Formats not identified herein may be accepted only upon prior written approval of City. If prior approval is not obtained, the submission will be considered non-responsive and will not be given further consideration.

**2.1.6** Proposals and related documents shall be submitted as attachments to email, and not included as part of the body of the email or as a link. Proposals that are not submitted as attachments will be considered non-responsive and will not be given further consideration

**2.1.7** Bidders must include the RFQ number and Bidder's company name in the Subject line of the email

### **3. Proposal Cover Page.**

Include the following information on your cover page:

- a. Name of Proposer
- b. Address and Phone Number
- c. Contact Person (include phone number and email address)
- d. Proposer contact information if different than above Contact Person (include phone number and email address)

### **4. Proof of Legal Business Name.**

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/>

### **5. Mandatory – Letter of Submittal**



- a. The Letter of Submittal and the attached Certifications and Assurances form (Attachment "A" to this RFQ) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, the Manager Member, if an LLC or the proprietor if a sole proprietorship. The Letter of Submittal must include the following information about the Proposer and any proposed subcontractors:
- b. If the Proposer is a general partnership, limited partnership, limited liability partnership, corporation, or limited liability company, the name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- c. The Proposer's Federal Employer Tax Identification number and/or the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- d. An outline explanation of how the Proposer is prepared to meet the project goals described in the scope of work, including any relevant background experience of the Proposer's organization in providing such services. \*Note, this section is focused on organizational experience. The experience and background of the individual proposed as a cadre member is to be described on the cadre member's resume requested below.
- e. A detailed description of the Proposer's capacity to establish and sustain the resources, including key personnel needed to complete the project within the term of the grant. \*Note, this section is focused on organizational experience. The experience and background of an individual proposed to be a cadre member is described on the cadre member resume requested below.
- f. Up to three references for which similar work has been performed. Describe the work and provide contact information. If the organization has not provided similar work, so state. \*Note, this section is focused on organizational experience. The experience and background of individual proposed cadre members is to be described on the cadre member's resume requested below.

## 6. Mandatory - Resumes of Proposed Cadre Members.

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

- Minimum Qualifications
  - Identify how the proposed cadre member meets each of the minimum qualifications. Include examples, as applicable.
  - Does the proposed cadre member have the ability to work as necessary under time pressures and adjusted schedules, including shift work and weekends?

- Does the proposed cadre member have the ability to support split-based work (3 days a week in assigned geographical location and 2 days a week at the WSFC in Seattle)?
- Priority focus areas for this cadre include, but are not limited to:
  - Maritime
  - Critical Infrastructure / Key Resources
  - Gangs and Violent Crime
  - International and Domestic Terrorism
  - Cybersecurity

There is a customer preference for skills, experience and knowledge in the above areas, in addition to the minimum requirements stated previously. Please clearly identify skills, experience and knowledge in each of these areas.

- All formal education, including dates of attendance, institution attended, course of study, accomplishments and awards
- Relevant training, including dates of attendance, institution attended, course of study, accomplishments and awards, to include copies of certificates of completion or other proof of relevant specialized training
- Relevant work experience, including time periods, supervisors, detailed description of responsibilities, significant accomplishments and awards, etc. Additionally, all work experience over the past ten years should be described, including addressing any gaps in work history.
- Demonstrated ability to perform skills sought under this RFQ such as providing, illustrating or referring to work products developed, relevant classes taught/instructed, significant topical briefings presented, and/or authored/published professional materials. **If attaching to proposals, such presentations cannot be classified, labeled Sensitive But Unclassified (such as Law Enforcement Sensitive), or labeled For Official Use Only and may be subject to Public Disclosure release.**
- Three professional references to include the name, physical and email addresses, telephone numbers, and description and date of services performed.

**7. Mandatory – Quotation.**

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

**Identification of Costs.**

Identify the hourly reimbursement rate for proposed Consultant Team Members for services through December 31, 2025, not to exceed \$115,000 per year. If the hourly rate differs for each individual, please identify the specific rate for each proposed Consultant Team Member.

Period	Hourly Rate
--------	-------------

<b>01/01/2023 - 12/31/2023</b>	
<b>01/01/2024 - 12/31/2024</b>	
<b>01/01/2025 - 12/31/2025</b>	

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

a. Basis for Determining Rates.

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

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

- b. City will reimburse for a maximum number of hours per month for each Consultant Cadre Member providing services under contracts resulting from this RFQ based on the above, upon receipt of an invoice.
- c. The worksite, office supplies, office computer and equipment shall be provided to the Consultant. Any such goods and/or services shall remain the property of City.
- d. With pre-approval, services required by the City at locations outside the Seattle UASI region (King, Pierce, and Snohomish Counties), the City will reimburse Consultants for authorized lodging; subsistence and business vehicle mileage costs at current City of Seattle approved reimbursement rates.

**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. Proposal Cover Page
3. Proof of Legal Business Name
4. Minimum Qualifications Sheet
5. Letter of Submittal
6. Resume of Proposed Cadre Member(s)
7. Quotation
8. Certifications and Assurances
9. Non-Disclosure Agreement

**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, 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 proposer.

## 9.2 Proposal Evaluation

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

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

### **Selection Criteria:**

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

- a. Responsiveness to the project scope and purpose:**  
Proposals should clearly explain how the proposer will meet the project goals in the Scope of Work above.
- b. Organizational capacity to meet specifications and schedule:**  
Proposals should demonstrate the capacity of the proposer(s) to establish and sustain the resources, including key personnel, needed to complete the project within the term of the grant.
- c. Relevant training, experience and education of proposed cadre members:**  
Proposals should clearly detail how each proposed analytical cadre member has the necessary skills and experience to successfully complete the scope of work.
- d. Financial competitiveness of bid:**  
Project selection will favor proposals that most efficiently and effectively use the funding to meet the project goals, and that are consistent with retaining highly capable analysts.

### **Evaluation Criteria:**

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

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

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

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

**Second Tier Evaluation:** Top scoring Consultant Cadre Members selected during the first-tier evaluation may undergo an interview for the following ranked evaluation:

<b>Evaluation Factor</b>	<b>Possible Points</b>
Panel Interview	100
<b>Total Possible Points</b>	<b>100</b>

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

**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 100 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.

### **9.5 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 linked (See Section 10.8).

### **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 Project Manager 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

### **10.2 Protests – Purchasing and Contracting.**

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 <https://www.seattle.gov/purchasing-and-contracting/doing-business-with-the-city/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)
- Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax))

### **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**

Found here:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-PC-consultant-standard-roster-consultant-agreement.docx>

# Attachment "A"

## Certifications and Assurances

- A. **BID:** If I am the selected Consultant, I agree to perform the Work in this RFP and the quoted price is valid for 90 days from submission of the contract.
- B. **NON-DISCRIMINATION:** I agree to ensure equal opportunity for employment and to engage in Affirmative Efforts if required, in the solicitation of women and minorities and WMBE firms or individuals for participation on this Contract in accordance with SMC Ch. 20.42 and RCW 35.22.650 and in RCW 39.10.440 and .450.
- C. **NON COLLUSION:** I have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this Proposal to the Owner for consideration in the award of a contract.
- D. I agree to comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms or individuals that are not disqualified or otherwise debarred from doing business with the City under the provisions of SMC Ch. 20.42 or SMC Ch. 20.70.
- E. **Responsible Bidder Requirements:** My bid acknowledges that I have a UBI number; industrial insurance coverage, if required under Title 51 RCW; an employment security number under Title 50; and a state excise tax registration number under Title 82. I affirm I am not disqualified from bidding on any public works contract under RCW 39.06 or RCW 39.12.065(3). I will provide proof of these requirements if requested.

Business Name of Consultant \_\_\_\_\_

Business Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Name of Official Primary Contact Person \_\_\_\_\_

E-mail Address of Primary Contact \_\_\_\_\_

City of Seattle Business License Number \_\_\_\_\_

Consultant's State of Washington Registration Number \_\_\_\_\_

Employment Security Department Number \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

WA State Uniform Business Identifier (UBI) Number \_\_\_\_\_

NOTE: If bidder is a Corporation, indicate below and write "State of Incorporation"; if a Partnership, indicate below and give full names, addresses and telephone numbers of all partners.

Name of Corporation \_\_\_\_\_

State of incorporation \_\_\_\_\_

Name of Partnership \_\_\_\_\_



Names of Partners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:**

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the above information is true and correct":

Location or Place Executed: (City, State)	Print Name and Title
Date:	Signature: