



REQUEST FOR PROPOSALS

Consultant Contract

**Project Title: Regional Catastrophic Planning Grant Project
Resilience Hubs**

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	06/13/2023
Pre-Submittal Information Session Teams Meeting, 2:00pm – 3:00pm Invitation Available Upon Request	06/26/2023
Deadline for Questions	07/07/2023
Application Submission Deadline	07/21/2023 12:00 pm (noon) 07/31/2023 12:00pm (noon)
Interviews	08/07/2023 to 08/11/2023
Announcement of Successful Proposer	08/21/2023
Anticipated Negotiation Schedule	08/23/2023
Contract Execution	09/15/2023

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

Procurement Contact Information

Procurement Contact: Consuelo Crow, Strategic Advisor, RCPG.HUBS@seattle.gov

Table 2: Delivery Address

Electronic, US Post Office, Fed Ex
Seattle Office of Emergency Management 105 5 th Avenue South, #300 Seattle, Washington, 98104 RCPG.HUBS@seattle.gov

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.	4
4.	Minimum Qualifications.....	4
6.	Contract Modifications.....	8
7.	Procedures and Requirements.....	8
8.	Response Materials and Submittal.	16
9.	Selection Process.....	18
10.	Award and Contract Execution.....	19

1. Purpose and Background

Investment Area Background

Investment area: The term “investment area” means a geographic area (or areas) including an Indian reservation that— (A) (i) meets objective criteria of economic distress developed by the Fund, which may include the percentage of low-income families or the extent of poverty, the rate of unemployment or underemployment, rural population outmigration, lag in population growth, and extent of blight and disinvestment; and (ii) has significant unmet needs for loans or equity investments; or (B) encompasses or is located in an empowerment zone or enterprise community designated under [section 1391 of title 26](#).

The City of Seattle Office of Emergency Management is seeking to contract with a consultant to provide planning for the 2022-2025 Regional Catastrophic Planning Grant Project (RCPGP) for Resilience Hubs. This \$700,000.00 contract will operate 9/15/2023 – 9/30/2025. The goal of this project is to plan Resilience Hubs and other resources strategies **with** the community and not **for** them. It will build on previous Regional Catastrophic Planning Grant Project work by focusing on how communities activate responsive and resilient community efforts to an earthquakes impacts, and will develop the use of Regional Resilience Hubs to be the places community members can use for relief from a variety of hazards.

BUDGET	
CONSULTANT PLANNING	\$200,000
COMMUNITY CONTRACTS	\$500,000
TOTAL AWARD	\$700,000

The Puget Sound region is vulnerable to catastrophic earthquakes from the [Seattle Fault and the Cascadia Subduction Zone Fault](#). Past RCPGPs have focused on government and private sector response to these earthquakes, and how the Puget Sound can effectively work within isolation “[islands](#)” that will be created from damage to transportation infrastructure, leaving people isolated from receiving outside resources for an extended period of time. There are information gaps when planning for catastrophic earthquakes due to their infrequency. Any planned systems and facilities intended exclusively for catastrophic event use may be obsolete when an earthquake does occur.

Regularly recurring risks, like extreme weather, create safe and familiar systems in community spaces that people will use again and will be more likely to return to after a catastrophic earthquake. Increasing our understanding of and providing better focus on a community’s existing resilience planning, helps underscore the gaps in catastrophic planning.

Overview of Investment Area

Community Resilience

Focus Areas: Communication & Outreach; Education & Skill Building; Partnership Building

The Puget Sound region has robust community outreach programming in many emergency management jurisdictions and these programs have had challenges engaging our most at risk and vulnerable communities. Vulnerable community preparedness is profoundly misunderstood due in part to the lack of engagement. The [2018 WA Regional Resiliency Assessment Program](#) identified that every state-owned elevated road structure in Seattle would be unusable for at least two weeks post-earthquake, with similarly devastating results across the region. Puget Sound communities will need to be prepared for self-sufficiency for at least that long. Most vulnerable populations do not have the

socioeconomic assets to obtain and maintain surplus resources. This project will focus on community-identified needs and resources to plan with the community in determining how they can make it through the days or weeks before outside help arrives.

Community Planning

Focus Areas: Evaluating & Updating Plans; Whole Community Involvement & Coordination

Previous RCPGP projects have developed the capability of government and private sector entities to respond to a catastrophic earthquake in our region. We now have an increased awareness and better understanding of our region's earthquake risk and how we can better coordinate operations in an impacted environment with extremely limited mobility and communications. Little planning has been performed with our regions most vulnerable populations and regional jurisdictions. Emergency Management does not have enough visibility of the needs, expectations, and existing resources in these communities. This is clear in small events such as extreme heat and will be even more tragic after a catastrophic earthquake. This project will address resource gaps by planning directly with the community and develop communications strategies and build relationships with service providers and trusted community members while funding their community-led planning work.

Mass Care

Focus areas: Sheltering; Ensuring Access; Feeding; Pets; Resource Distribution

The [Urban Area Security Initiative Region's](#) current sheltering and feeding capabilities are less than 25% and 10% (respectively) than will be needed after a catastrophic earthquake. The capability targets of nearly half a million people needing shelter and almost two million people needing food and water are more than the government can provide on its own, especially in the first days. Specific mass care gaps include:

- Communities need the resources to be self-reliant for an extended period of time which needs to be incorporated into emergency plans across the region.
- Strong planning for equity and social justice is critical.
- Some community organizations are willing and likely to shelter neighborhood residents, however, they may not have the training required to safely operate a shelter.

Closing these gaps will require working directly with the community, and maximizing use of all resources already within communities, whether they come from community-based organizations, service providers, or local businesses. As a region, we need a strong, community-driven planning effort that explores community needs and resources for both catastrophic and seasonal hazards.

2. Performance Schedule

This project will begin 9/15/2023 and end 9/30/2025, for a total of 24 months.

3. 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.

Program Requirements

Priority Population

Applicants should demonstrate an intention and plan to address the inequalities associated with the Priority Population. Priority Populations are identified as a group comprising of a specific demographic or having a specific issue in common. Priority Populations for this investment opportunity are from communities with a high or very high [Social Vulnerability Index](#) score and with disproportionate vulnerability to natural and man-made hazards in the Puget Sound Region, for example:

- Underserved, under-resourced, underrepresented.
- Depressed socio-economic status.
- Limited English Proficiency (LEP)
- Elderly, pregnant, young children and People of Color
- Intellectual, developmental, and physical disabilities

Expected Performance Commitments

- Work closely with the RCPGP Project Manager to develop workshops that will gather community input on potential resilience hub sites, inventory community assets and priority needs.
- Engaging with, and subcontract out to, multiple community organizations for true grassroots engagement throughout the Seattle area, including Federally recognized Tribal Nations.
- Pre-workshop neighborhood outreach, such as: conducting neighborhood surveys, attending community meeting/gathering places, neighborhood exercises, and population-focused listening sessions, and/or meeting with community leaders.
- Hosting workshops and seminars in areas likely to be isolated for an extended period of time with high or very high SVI to conduct planning, to discuss scenarios and begin to identify specific strengths and gaps in planning response.
 - Workshops will also serve as a starting point to build relationships and trust between community members and emergency planners in all areas, neighborhoods, and communities.
 - One seminar held after piloting outreach workshops and community engagement in eligible neighborhoods, to share lessons learned and gather regional feedback and course corrections mid cycle.
 - Host seminars highlighting best practices and lessons learned.
- Develop recommendations for adapting the national Resilience Hub guidance to the hazards and vulnerabilities in the 8 county Puget Sound region.
- Develop GIS-based materials and interactive website.
- Develop funding opportunities recommendations for neighborhoods and community organizations to close capability gaps and build out Resilience Hubs.
- Develop guidance materials to allow replication of the process elsewhere, including:
 - Needed site equipment, staffing, and supplies;
 - Training, exercise, and evaluation components needed to build and sustain the capability;
 - Identification of best practices to facilitate rapid response assessment of community vulnerabilities during an emergent or catastrophic event.

Required Qualifications and Experience

- Demonstrated commitment to centering economic, racial and social inequities.
- Commitment to creating fair and equitable outcomes.
- Consulting and planning within urban environments, climate or environmental planning, public health, community planning, emergency management, emergency preparedness, public safety, community resiliency or other climate resilience.
- Work with at-risk populations including, but not limited to, communities of color and low-income communities.
- Effective facilitation, listening and problem solving, and ability to deal courteously and professionally with community agencies and the public and other stakeholders.

Stakeholder, Planning, Outreach and Engagement

- Developing strategic partnerships with community, faith-based organizations and other stakeholders.
- Conducting grassroots outreach and engagement with Priority Populations.
- Facilitating community participation through focus groups, interviews, surveys, or other methods.

Project Management

- Making recommendations on data collection and tools –for surveying community needs and capabilities.
- Assist organizations and the communities they serve build capacity to prepare for and respond to emergencies.
- Developing and implementing outreach and education materials and programs that serve the needs of community, faith-based organizations and other stakeholders.
- Developing and maintaining systems for monitoring program progress to inform decision-making, planning, and evaluation.

Your success on this project will depend on a commitment to:

- Working collaboratively with the Project Manager and stakeholders to shape and implement project goals.
- Collaboration with current RCPGP Project Managers.
- Promote and center racial and social equity in your work.
- Creating space for diverse perspectives, and the pursuit of inclusive and just outcomes.
- Providing cross-cultural communication to varying audiences.
- Passionately serve the community and champion underserved and underrepresented populations.
- Communicating complex information in an accessible manner.
- Successfully managing projects, including defining project scope and deliverables and developing and tracking measurement for project success.
- Manage complex agency, community, and political relationships.
- Build strategic and trusted partnerships.

Proposal Narrative Questions

A. PROGRAM DESIGN DESCRIPTION

1. Describe your program model and outline the key service components in your program. Include when and where (locations, times, days of week, etc.) services will be delivered and by whom.
 - Describe how these service components will help your program achieve the required outcomes and deliverables.
2. Describe the focus population(s) and priority population(s) to be served.
 - Describe how your program will recruit the priority populations.
 - Describe your understanding of characteristics and experiences of these populations such as strengths, needs, concerns, geographic region, age, ethnicity, language, and other defining attributes.
3. Describe how you will solicit and incorporate input from the priority populations into your model for this project.
4. Provide a list of and a brief job description for all key personnel who will have a significant role in program coordination and service delivery.

B. CAPACITY AND EXPERIENCE

1. Describe your organization's success working with vulnerable populations with complex needs or comparable services. Include your organization's ability to address changes in changing needs in the community.
2. Describe your organization's experience with data management – collecting, storing, and analyzing information and project activities. What is your technical capacity for tracking information and producing reports?

C. PARTNERSHIPS AND COLLABORATION

1. Describe how the proposed model will provide opportunities for collaboration with community agencies or programs and other stakeholders to provide deliverables.
2. What are the benefits of your model for community members?

D. CULTURAL COMPETENCY

1. Describe your experience working with diverse groups, including racial and ethnic minorities, immigrants and refugees, low-income populations, and English language learners. If experience is limited, what steps will you take to provide culturally competent services?
2. What challenges and successes have you experienced, or do you anticipate, in accessing communities from diverse cultural and economic backgrounds?
3. Describe how your firm's staff represent the cultural, linguistic, and socio-economic background of program participants.
4. Describe your program's strategy for ensuring cultural and linguistic competence is infused through your policies, procedures and practices.
5. What kind of trainings does your firm provide to support cultural competency?

Additional information requested

BUDGET

Describe your organization's financial management system. How does your firm establish and maintain general accounting principles to ensure adequate administrative and accounting procedures and internal controls necessary to safeguard all funds that may be awarded under the terms of this funding opportunity? Entities without such capabilities may wish to have an established agency act as fiscal agent.

4. Contract Modifications

The City has attached its boilerplate contract terms to allow Proposers to be familiar with boilerplate, and the non-negotiable terms before submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

5. 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.

5.1 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 7.26). For assistance, email FAS_PC@seattle.gov.

5.2 Pre-Submittal Information Session

The City offers an optional pre-submittal information session 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 clarifies 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 information session.

5.3 Questions

Proposers may email questions to the Project Manager 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.

5.4 Changes to the RFP

The City may make changes to this RFP 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 will be made by formal written addendum issued by the City and shall become part of this RFP.

5.5 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.

5.6 Proposal Submittal

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City does have page limits specified in Section 6: Response Materials and Submittal. 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.

5.7 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 1), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail, **RCPG.RFP.SUBMISSION**, 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.

5.8 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 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.

5.9 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.

5.10 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.

5.11 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/
- 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. 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 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.

5.12 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.

5.13 Federal Excise Tax

The City is exempt from Federal Excise Tax.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

5.18 Readability

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

5.19 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.

5.20 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.

5.21 Withdrawal of Proposal

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

5.22 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.

5.23 Incorporation of RFP and Proposal in Contract

This RFP 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.

5.24 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 the performance of this work. Consultants will perform most work from their own office space or the field.

5.25 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.

5.26 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 \(OMWBE\)](#).

5.27 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.

5.28 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 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>.

5.29 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.

5.29.1 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.

5.29.2 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.

5.29.3 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.

5.29.4 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.

5.29.5 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.

5.30 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/purchasing-and-contracting/social-equity/background-checks>.

5.31 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.

6. 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>

2. **Letter of interest (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.

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 each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

5. **Mandatory – Consultant Inclusion Plan:**

You must submit the following in your response. Click on the following link to open the Consultant Inclusion Plan:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx>

6. **Mandatory - Proposal Response:**

The following details the submittal requirements for your proposal response.

Formatting Instructions

- A. Applications will be rated only on the information requested and outlined in this funding opportunity, including any clarifying information requested by OEM. Do not include a cover letter, brochures, or letters of support. Applications that do not follow the required format may be deemed ineligible and may **not** be rated.
- B. The application should be typed, or word processed on double-sided, letter-sized (8 ½ x 11-inch) sheets. Please use one-inch margins, single spacing, and minimum size 11-point font.
- C. The application may not exceed a total of **20** pages including the narrative sections and attachments (unless the attachment is requested and specifically states that it will not count toward the page limit). Pages which exceed the page limitation will not be included in consideration.
- D. Organize your application according to the section headings that follow in Section III. For the narrative questions, please include section titles, and question numbers. You do not need to rewrite the questions for specific elements of each question.

7. Mandatory – Cost and Pricing

Provide a fully-loaded hourly rate, including a breakdown of the total number of hours to complete the Work and a firm fixed price based on the Scope of Work and deliverables provided in the solicitation. Costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the Work.

Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours and any assumptions for the City to consider in your proposal.

The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

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. Proof of Legal Business Name (if applicable)
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.

8 Selection Process

8.1 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.

8.2 Proposal Evaluation

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

Evaluation Criteria	
Program Design Description	30 points
Capacity and Experience	20 points
Partnership and Collaboration	20 points
Cultural Competency	30 points
Budget	5 points
Interviews	20 points
FINAL SCORE	125 POINTS

8.3 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 **20** additional points.

8.4 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.

8.5 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.

8.6 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).

8.7 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.

8.8 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.

9. Award and Contract Execution

9.1 Procurement

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

9.2 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.

9.3 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.

9.4 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.

9.5 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)

9.6 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>

9.7 Insurance Requirements

No proof of insurance is required.

9.8 Standard Consultant Contract Template

Found here:

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