

**REQUEST FOR QUALIFICATIONS**

**Consultant Contract**

**Project Title:**

**Equitable Development Initiative Advisory Board (EDIAB) Administration, Facilitation, and Engagement Support.**

**RFQ-PCD-024-01-EDIAB**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release | April 22, 2024 |
| Optional Pre-submittal Conference  **~~Friday, April 26~~~~th~~ ~~at 3:00 p.m~~**~~.~~  Virtual: via Microsoft Teams  <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>   * Meeting ID: 268 709 544 050 * Passcode: PyrFQk | **April 29, 2024** |
| Deadline for Questions | May 1, 2024 |
| Response Deadline | May 16, 2024 |
| Interviews – If deemed necessary by the City | May 29, 2024 |
| Announcement of Successful Proposer(s) | June 7, 2024 |
| Anticipated Negotiation Schedule | June 10-14, 2024 |
| Contract Execution | June 17, 2024 |

*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: Jenna Franklin, Equitable Development Division Director, [Jenna.Franklin@seattle.gov](mailto:Jenna.Franklin@seattle.gov)

Statement of Qualifications Submittal Delivery Address

**Proposals via Electronic Submittal Only to:** [**jenna.franklin@seattle.gov**](mailto:jenna.franklin@seattle.gov)

**Email subject: RFQ Submittal: PCD-024-01-EDIAB**

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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# Purpose and Background.

The City of Seattle's Office of Planning and Community Development (OPCD) Equitable Development Initiative (EDI) is seeking qualified consultants to provide administration and facilitation support services for the EDI Advisory Board. This Board plays a crucial role as the community advisory body for the Equitable Development Initiative, dedicated to advancing strategies that address displacement and the unequal distribution of opportunities to sustain a diverse Seattle and build a more equitable future.

The EDI Board provides guidance to the City on the implementation of the EDI to ensure that the program furthers the City's Race and Social Justice Initiative goals. The Board implements the accountability goals of the [Equitable Development Implementation Plan](https://www.seattle.gov/Documents/Departments/OPCD/OngoingInitiatives/EquitableDevelopmentInitiative/EDIImpPlan042916final.pdf), develops funding criteria, and makes recommendations for the allocation of the EDI fund to advance community-led equitable development projects. This initiative aims to increase access to economic opportunities and ownership to marginalized communities at high risk of displacement in Seattle. The Board also helps ensure that the initiative's programs and policies align with community needs and values.

More context can be found by reviewing the following EDI related City ordinances here:

* AN ORDINANCE relating to community involvement in the oversight of the Equitable Development Initiative; establishing a permanent Equitable Development Initiative Advisory Board; and adding new Sections 3.14.994, 3.14.995, 3.14.996, 3.14.997, and 3.14.998 to the Seattle Municipal Code: <https://seattle.legistar.com/LegislationDetail.aspx?ID=4640821&GUID=33DBB192-A562-4D1E-8F90-5BC62B9391DD&Options=Advanced&Search=>

## More About the Equitable Development Initiative

Seattle has experienced rapid growth, but the benefits and burdens of growth have not been shared among our communities. Seattle's history of economic booms and busts has seen certain populations and neighborhoods thrive at the expense of others. Magnified by structural and institutional racism such as restrictive racial covenants and redlining, discriminatory practices and racial disparities persist in income, unemployment rates, homeownership, and life outcomes – including life expectancy.

The City’s planning framework, including the Comprehensive Plan, emphasizes community stability in the face of displacement pressures, creating economic mobility for those who have not been able to fully participate in Seattle’s prosperity; providing more affordable housing choices throughout all our neighborhoods; allowing marginalized populations to be active decision makers in how their communities grow; and guiding public investments, programs and policies to meet the needs of marginalized populations and reduce disparities. This approach to planning requires the City to prioritize public investments, policies, and programs with a race and social equity lens, making decisions based on where disparities exist and acting before displacement pressures are too great.

Established though community advocacy in 2016, EDI fosters community leadership and supports organizations to promote equitable access to housing, jobs, education, parks, cultural expression, healthy food and other community needs and amenities. Read more on the background of EDI here:<https://www.seattle.gov/opcd/ongoing-initiatives/equitable-development-initiative#background>

* Today, EDI is primarily funded through the JumpStart Payroll Expense Tax and the Short-Term Rental Tax.
* Seattle’s [Equitable Development Implementation Plan](https://www.seattle.gov/Documents/Departments/OPCD/OngoingInitiatives/EquitableDevelopmentInitiative/EDIImpPlan042916final.pdf) guides how the city prioritizes its work; shapes its budgets, policies, programs, and investments; and structures the implementation of targeted strategies and equitable development projects by using clear objectives for reducing disparities and achieving equitable outcomes for marginalized populations. This involves integrating people and place to create strong communities and people as well as great places with equitable access. It also involves the following six equity drivers:
  + Advance economic mobility and opportunity
  + Prevent residential, commercial, and cultural displacement
  + Build on local cultural assets
  + Promote transportation mobility and connectivity
  + Develop healthy and safe neighborhoods
  + Enable equitable access to all neighborhoods
  + Council approved an interfund transfer loan of $16 million to be used on EDI projects in advance of the completion of the Civic Square transaction.
* The purpose of the Equitable Development Implementation Plan is as follows:
  + Create an equitable city and eliminate institutionalized racism.
  + Articulate the race and social equity position in the Comprehensive Plan and inform Seattle’s Growth Strategy.
  + Create an Equitable Development Framework to guide City decisions to address inequities and translate Comprehensive Plan policies into action.
  + Define systemic change that coordinates policy, planning, programs, budgeting and public investments within an equitable development framework, focusing on transformational action to change the City’s systems to benefit marginalized communities.
  + Implement Equitable Development Projects in specific areas where the City has recently conducted community development work with the neighborhood to identify displacement risk or lack of opportunity; develop an investment strategy for moving these projects forward.
  + Propose an implementation structure that fully incorporates race and social equity in four components: leadership, staff capacity, internal accountability, and external accountability.
  + Support the leadership of marginalized communities so that their race and social equity expertise can inform, implement, and steward equitable development in Seattle neighborhoods.
* Equitable development is a strategy for inclusive growth that considers history and current conditions, the persisting needs of marginalized populations and then activates public and private partnerships that invest in empowering people to creating thriving neighborhoods with less disparity.
* Equitable development leads to more opportunity, social capital, economic mobility, and improved quality of life outcomes for the people currently living and working here, as well as for new people moving in. Benefits generated include more access to quality childcare and education, living wage employment and training, a healthy environment, affordable housing, community economic development, healthy food systems, health and human services, transportation, inclusion that benefits community safety and public health, entrepreneurship opportunities that diversity local economies, and affordable culturally attuned activities and programs.

More context can be found by reviewing the following EDI related City ordinances here:

* AN ORDINANCE relating to the financing of Equitable Development Implementation Plan projects; amending Ordinance 125462 to extend the term of an interfund loan: <https://seattle.legistar.com/LegislationDetail.aspx?ID=4198663&GUID=21171CDD-36F4-4701-A9C5-8A2AB547BEBE&Options=Advanced&Search=>

# Performance Schedule.

This on-call contract will be for one year with a not to exceed value of $65,000. The contract takes effect upon the date of execution with the option for up to two additional one year extensions, totaling no more than three years and $65,000 per year. During the contract period, the Consultant shall maintain capacity to support the City’s on-call needs related to the EDI Advisory Board administration, facilitation, reporting, event convening, communications and engagement activities, and project management including:

**Anticipated monthly tasks:**

* Meetings of the full board, anticipating up to 12 meetings per year, primarily virtual format.
* Board subcommittee meetings, anticipating up to 3 per month or 36 per year, primarily virtual format.
* Project management support as needed.
* Coordination and communication with members of the Board.

**Anticipated annual tasks:**

* Board hosted in-person and/or hybrid Board retreat, EDI Board and grantee convening, and a workshop or other milestone event.

**Anticipated as-needed tasks, dependent on emerging needs:**

Support preparation needed for Board participation in **community hosted events and** special activities.

* Support EDI RFP and award activities, including but not limited to outreach and communication on behalf of the Board, recruitment of an additional community evaluation panel to work with the Board, and planning and facilitation with staff for special work sessions to complete the evaluation process and make recommendations.
* Support Board and EDI communications, engagement, and storytelling via the creation of written or graphic content for a variety of channels and mediums.
* Recruitment, evaluation, appointment, and onboarding of new Board members.

**Anticipated deliverables throughout the year may include but are not limited to:** agendas, meeting minutes, presentations, board memos and recommendations, event plans, facilitation guides, Board workplans, communications and engagement collateral, status or progress reports, summary reports and recommendations from the Board to OPCD or elected officials, project or activity roadmaps, project management and Board coordination collateral.

# Solicitation Objectives.

* Identify and hire a Consultant or team to lead or support Board-related project management and administration activities in collaboration with an EDI staff counterpart.
* Choose a Consultant who has a proven dedication to advancing racial equity and social justice in partnership with BIPOC and other marginalized community groups.
* Ensure the selected Consultant is committed to inclusive processes that prioritize co-creation, power and resource sharing, healing, and trauma stewardship.
* Select a Consultant capable of serving as a vital liaison between EDI Board members, stakeholders, EDI staff, elected officials, and the wider organization to drive the development, activities, and success of the Board and its initiatives.
* Choose a Consultant capable of recommending strategies to minimize process and resource inefficiencies and enhance the impact and productivity of the Board.
* Ensure the Consultant has the capability and capacity to effectively manage on-call contract requirements, encompassing emerging, monthly, and annual tasks and activities with varying levels of urgency.
* Select a Consultant who meets the other interest described in this RFQ, including the sections noting Performance Schedule, Minimum Qualifications, and Scope of Work.

Minimum Qualifications.

* Have a local office within a 1-hour drive of downtown Seattle and be available for in-person coordination and meetings as requested.
* Have consistent and reliable access to the internet to ensure the ability to particulate in or lead meetings that employ virtual meeting tools such as MS Teams and WebEx.

**Demonstrated experience in the last 5-years:**

* Leading and supporting consensus-building, insight development, advocacy, and community recommendation development activities and in partnership with community advisors and public agency staff as a designated representative of the public agency.
* Administering and facilitating recurring meetings and workshops for advisory boards, sounding boards, or community commissions, engaging diverse stakeholders effectively.
* Advancing racial equity and social justice issues to improve community outcomes for BIPOC and other marginalized groups affected by discriminatory practices.
* Facilitating community planning, development, visioning, or anti-displacement activities.
* Planning and implementing inclusive, collaborative, and participatory outreach processes and engagement activities that prioritize building and sustaining trust with BIPOC and other marginalized community members, summarizing and conveying input provided in an impactful, comprehensive, and compelling manner.
* Navigating local government processes, particularly in Seattle or similar urban contexts.
* Developing educational, informative, and accessible plain language messaging and communication collateral, such as social media content, newsletters, blogposts, graphics, presentations, factsheets, reports, memos, or briefing packets.
* Providing project management leadership, support, and coordination assistance to public agencies that are engaging internal and external stakeholders and community members.
* Planning and executing public agency hosted community events, such as retreats, convenings, milestone celebrations, media standups, site tours, or workshops.
* Conducting qualitative and quantitative input gathering activities, such as conversation forums, interviews, surveys, or focus groups, and delivering comprehensive analysis, presenting insights, and developing summary reports.

# Scope of Work.

This contract will provide Consultant services to the Office of Planning and Community Development Equitable Development Initiative to support EDI Community Advisory Board (Board) activities related to identifying and advancing board initiatives, strategies, and activities. In collaboration with EDI staff, the Consultant will lead, and support tasks related to Board project management, coordination, administration, facilitation, reporting, event convening, communications, engagement, advocacy, input analysis, funding and award evaluation and recommendations, recruitment and appointments, and materials development.

OPCD and EDI anticipate the on-call needs of this contract will include responding to a mix of monthly, annual, and as-needed tasks (dependent on emerging needs) and deliverables as described in “Section 2. Performance Schedule” of this RFQ and further explained below.

* Ensure availability for both in-person and virtual collaboration, meetings, and events.
* Provide project management, administration, and reporting services.
* Ensure compliance with the Open Public Meetings Act and other relevant regulations.
* Manage the documentation process, including preparing meeting agendas, taking minutes, and maintaining records of discussions and decisions made during monthly board meetings, subcommittees, or work sessions.
* Lead and support facilitation, note-taking, and tracking of action items and tasks for monthly full board meeting and subcommittee meetings or work sessions.
* Work with the Board to set goals and develop, refresh, and advance Board initiatives, work plans, priorities, tactical strategies, work product, and track progress towards objectives.
* In partnership with community-based organization partners, plan, execute, facilitate, and report out on up to three Board and EDI grantee convenings, retreats, workshops, or other milestone events annually, including provide logistical support, scheduling, sending out invitations, and addressing access needs for board members and attendees.
  + EDI will manage stipend payments to CBO partners directly.
* Support Board participation in special activities, such as strategic planning for EDI, OPCD, or City Comprehensive Planning, or hosted events.
* Act as a liaison between board members and other stakeholders, facilitating communication channels and ensuring information flows effectively between all parties.
* Develop copy and designed collateral, such as but not limited to strategic messaging, talking points, written reports, memos, presentations, display boards, factsheets, folios, news releases, social media or blog posts, or other graphics or designed materials for Board engagement.
* Conduct community outreach and communications activities to engage stakeholders and solicit input.
* Assist EDI in the recruitment and onboarding of new board members.
* Support EDI staff in facilitating Boards' involvement in the EDI annual RFP cycle, including the onboarding of an extended panel of community evaluators, proposal review activities, and reporting needs.
* Support EDI Staff with board development efforts related to onboarding, training, or providing resources and guidance to board members to help them fulfill their roles effectively.
* Work closely with board members to identify areas of opportunity and develop new initiatives or projects that align with the board's mission and goals.

Deliverables will be established via task work orders and may include but are not limited to, agendas, meeting minutes, presentations, board memos and recommendations, event plans, facilitation guides, Board workplans, communications and engagement collateral, status or progress reports, summary reports and recommendations from the Board to OPCD or elected officials, project or activity roadmaps, project management and Board coordination collateral.

# Contract Modifications.

The City consultant contract is attached (See Attachments Section).

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.

# 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 7.26). For assistance, email FAS\_PC@seattle.gov .

## 7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference 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 conference.

**7.3 Questions.**

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

## 7.4 Changes to the RFP/RFQ.

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

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

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

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

## 7.6 Proposal Submittal.

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

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The City has page limits specified in Section 8: Response Materials and Submittal. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**7.7 Electronic Submittal.**

The City is requiring electronic submittal in lieu of paper submittal.

1. 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).
2. Title the e-mail “**RFQ Submittal: PCD-024-01-EDIAB**” so it will not be lost in an e-mail stream.
3. Any risks associated with an electronic submittal are borne by the Proposer.
4. The City’s e-mail system will typically allow documents up to 20 Megabytes.
5. If the Proposer also submits a hard copy, the hard copy has precedence.

**7.7 Hard Copy Submittal.**

1. Electronic submittal only, hard copy submittals not permitted.

**7.8 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/RFQ deadline; this does not limit the City’s right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.10 Prohibited Contacts.**

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

## 7.11 License and Business Tax Requirements.

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

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility/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).
3. 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”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
6. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <https://www.seattle.gov/city-finance/business-taxes-and-licenses/business-licenses>
7. You can find Business License Application help here: <https://www.seattle.gov/city-finance/business-taxes-and-licenses/business-licenses/business-license-application-help>
8. Self-Filing You can pay your license and taxes on-line using a credit card <https://www.seattle.gov/city-finance/business-taxes-and-licenses/manage-your-account-online>
9. For Questions and Assistance, call the City of Seattle License and Tax Administration 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.
10. The licensing website is <https://www.FileLocal-wa.gov/>
11. 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.
12. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

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

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

**7.14 No Guaranteed Utilization.**

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

**7.15 Expansion Clause**.

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

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

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

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

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

## 7.16 Effective Dates of Offer.

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

## 7.17 Cost of Preparing Proposals.

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

## 7.18 Readability.

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

## 7.19 Changes or Corrections to Proposal Submittal.

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

## 7.20 Errors in Proposals.

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

## 7.21 Withdrawal of Proposal.

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

## 7.22 Rejection of Proposals.

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

## 7.23 Incorporation of RFP/RFQ and Proposal in Contract.

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

**7.24 Independent Contractor.**

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

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

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36-month on-site placement.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The City 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.

## 7.25 Equal Benefits.

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

## 7.26 Women and Minority Subcontracting.

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City’s [Online Business Directory](http://www.seattle.gov/city-purchasing-and-contracting/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)](https://omwbe.wa.gov/certification).

## 7.27 Insurance Requirements.

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

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

## 7.28 Proprietary Materials.

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

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

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

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

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

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

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

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

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

The City will not assert an exemption from disclosure on your behalf.  If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation.  Should a public record request be submitted to 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>.

**7.29 Ethics Code.**

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

**No Gifts and Gratuities**.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, 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.

**7.30 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>.

**7.31 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:

1. 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
2. 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.

# 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.**

**8.1 Mandatory - Consultant Questionnaire:**

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

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

**8.2 Letter of interest (optional).**

**8.3 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/**](http://www.secstate.wa.gov/corps/)

**8.4 Mandatory – Minimum Qualifications:**

Using no more than two pages (page limit = 2), list 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.

**8.5 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>

**8.6 Mandatory - Proposal Response:**

This document details the submittal requirements for your proposal response.

Mandatory – **Proposal Response** (17 pages maximum)

* 1. **Team Member Qualifications and Experience** (7 pages maximum)
     1. Outlining the team member structure and roles each will fill for this contract.
     2. For up to three key (3) team members who will be performing the work identified in this RFQ for the contract, provide resumes that include a brief bio, work history, and brief summaries of relevant qualifying experience (2-pages per resume maximum)
     3. Indicate staff roles on the project along with relevant and qualifying experience in the last five years in resume format).
  2. Mandatory – **Project Examples Demonstrating Qualifications and Ability** (6 pages maximum)
     1. Provide up to six project examples from work performed in the last five years that demonstrate team qualifications on projects with work of a similar scope and complexity, and with comparable expectations for performance and deliverables.
     2. For three of the project examples shared, provide references that include the client’s name, contact email, contract title, and contract duration.
  3. Mandatory – **Approach to Delivering Services and Meeting Client Needs** (3 pages maximum)
     1. Approach to ensuring client needs are met through productive and consistent project management and client coordination.
     2. Approach to ensuring task, goal clarity, and efficient use of resources.
     3. Approach to successfully managing on-call contracts with recurring and ad-hoc tasks and activities that have varying degrees of immediacy and urgency.
  4. Mandatory – **Financial and Contract Management Practices** (1 page total)
     1. Summarize how your financial accounting practices ensure good management of City funds and facilitate tracking and reporting of hours billed to the contract.
        1. Note: See Section 8.8 -- Mandatory Const and Pricing below for submittal requirements
  5. **Use of Hyperlinks and URLs in Submittals**

Hyperlinks and URLs to web sites or references to attachments may not be used in documents submitted in response to this solicitation, unless specifically requested in the submittal requirements. The City is not obligated to evaluate, review, or score any information submitted in the form of a hyperlink or URL. Information and documentation requested for the evaluation process must be submitted in the format indicated in the solicitation instructions, Section 8.

**8.8 Mandatory – Cost and Pricing (not included in page count):**

1. Provide a fully-loaded hourly rate, including a breakdown of the total number of hours the team proposed is available to serve the needs of this contract on a monthly basis.
   1. Include rates for all staff that will provide regular or intermittent staffing for this body of work including staff overseeing monthly administration, progress reporting, billing, and invoicing related to management and maintenance of the contract.
2. Include a breakdown of costs: costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses (all in-person work will be performed in the greater Seattle area) and any other allowable reimbursable costs incurred by the Consultant to perform the Work.
3. Do not include contingency or assumptions in your cost and pricing 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.
4. The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

**8.9 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.** (does not count towards page limit)
2. Optional – **Letter of Interest.** (optional, 1 page maximum).
   1. 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. If Applicable – **Proof of Legal Business Name** (does not count towards page limit)
4. Mandatory – **Minimum Qualifications** (2 pages maximum)
5. Mandatory – **Consultant Inclusion Plan** (does not count towards page limit)
6. Mandatory – **Proposal Response** (17 page maximum, see proposal response section above).
7. Mandatory – **Cost and Pricing** (does not count towards page limit)
8. Mandatory – **Non-Disclosure Agreement form**(s), signed (if applicable)
   1. This form should be completed by each individual of the proposing firm who will have access to confidential or proprietary information/materials.

# Selection Process.

**9.1 Initial Screening**

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

**9.2 Proposal Evaluation**

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

**Evaluation Criteria:**

|  |  |
| --- | --- |
| Experience & Qualifications | 50 |
| Approach to Delivering Services and Meeting Client Needs | 30 |
| Financial Practices and Contract Management Stewardship of | 10 |
| Cost and Pricing | 10 |
| Interviews: *\*if conducted are worth an additional 20 points.* | 50\* |

**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 50 additional points.

* 1. **References**

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

**9.5 Selection**

The City shall select the highest ranked Proposer(s) for award, including written proposal and the interview (if applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

**9.6 Contract Negotiations**

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

**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.

# Award and Contract Execution.

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

**10.1 Protests.**

The City’s Purchasing and Contacting group will receive and hear any protests related to this solicitation. Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact, who shall promptly forward it to Purchasing and Contracting. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**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)

**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**

* Proof of insurance is required, link to Insurance Transmittal Form below.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx>

**STANDARD INSURANCE REQUIRED:**

**T Commercial General Liability (CGL)** or equivalent insurance including coverage for:

Premises/Operations, Products/Completed Operations, Personal/Advertising Injury

Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be $ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”) except:

— $ 1,000,000 each offense Personal/Advertising Injury

— $ 1,000,000 each accident/disease Stop Gap/Employers Liability.

**T Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limits shall be $1,000,000 CSL.  MSC-90 and CA 99 48 endorsements required unless In-transit Pollution coverage MSC-90 and CA 99 48 endorsements required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.

**T Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

**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](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-standard-roster-consultant-agreement.docx)

Contract / Agreement Number: PCD-024-01-EDIAB

Contract Name: EDI Advisory Board Support

Department: PCD

Contract Manager: Jenna Franklin