



City of Seattle

REQUEST FOR PROPOSALS Consultant Contracting

Project Title: Evaluability Assessment of Seattle Youth Violence Prevention Initiative

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date	Location
RFP Release	6/25/13	Seattle Daily Journal of Commerce
Optional Pre-Submittal Conference	7/9/13	Office of City Auditor 700 - 5 th Ave, Ste 2410 Seattle, WA
Deadline for Questions	7/12/13	Send to: Claudia.Gross-Shader@seattle.gov
Sealed Proposals Due to the City	8/12/13	See Address in Table 2
RFP Interviews	8/27/13	To be determined (TBD)
Announcement of Successful Proposer(s)	8/30/13	TBD
Anticipated Negotiation Schedule	By 9/20/13	TBD
Contract Execution	By 9/27/13	TBD

The City reserves the right to modify this schedule at the City's discretion. Notification of changes will be posted on the City website or as otherwise stated.

Procurement Contact

Project Manager: Claudia Gross-Shader, Claudia.Gross-Shader@seattle.gov, 206-684-8038

Table 2: Delivery Address

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
Office of City Auditor 700 - 5 th Avenue, Suite 2410 Seattle, Washington 98104	Office of City Auditor Seattle Municipal Tower P.O. Box 94729 Seattle, Washington 98124-4687

It is important to use the correct address for the delivery method you chose. Unless authorized by the Project Manager, no other City official or employee may speak for the City regarding this solicitation until the award decisions are complete. Any Proposer seeking information, clarification, or interpretations from any other City official or City employee uses such information at the Proposer's own risk. The City is not bound by such information. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City Project Manager.

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1. Purpose and Background.

The City of Seattle's Office of City Auditor seeks a consultant to conduct an "evaluability assessment" of the *Seattle Youth Violence Prevention Initiative* (SYVPI). An evaluability assessment is a tool that can help determine whether a program meets the criteria for a meaningful evaluation to take place. (For more information see <http://www.jrsa.org/pubs/juv-justice/evaluability-assessment.pdf>)

The evaluability assessment will include an examination of the program design, its Theory of Change, and its key components. It will examine the extent to which the program design is aligned with research evidence on what is effective for reducing youth violence, identify which parts of the program represent innovative approaches to reducing youth violence, and comment on whether its stated outcomes and long term goals are realistic and measurable. The evaluability assessment will also examine the implementation of the program, including service delivery, client participation, and data collection.

At the end of the process, the City hopes to have clarity and agreement on SYVPI's goals, a detailed description of SYVPI's Theory of Change, and an implementation plan that includes a data collection strategy to track key performance indicators. In addition, the City hopes to have a recommendation for an evaluation design that would enable the City to evaluate SYVPI's effectiveness in reducing youth violence (i.e., an impact evaluation). If the program is deemed not ready for an impact evaluation, the consultant shall recommend the steps needed, if any, to further develop the program to ensure that it can become ready for an impact evaluation in the future.

SYVPI Background

Started in 2009, SYVPI has an annual operating budget of approximately \$4.5 million. SYVPI was designed to target youth between the ages of 12 and 17 who fall into at least one of the following categories: 1) convicted of violent offenses and released; 2) arrested but not detained; 3) middle school students at risk of chronic truancy or multiple suspensions due to violent behavior; 4) victims of violence at risk of retaliation (SYVPI discontinued this effective 9/2012; they indicated that the number of youth with this risk factor were too numerous for SYVPI's capacity); 5) gang-involved youth (effective 9/2012).

Through partnerships with 50+ public and nonprofit professionals, SYVPI's multi-pronged strategy is coordinated by three community based organizations in "neighborhood networks" in central, southeast and southwest Seattle. SYVPI serves approximately 1,000 youth per year. Services include the following:

- Case Management
- Street Outreach
- Mentoring
- Aggression Replacement Training
- School Emphasis Officers
- Community Matching Grants
- Youth Employment
- Recreation Opportunities

SYVPI's stated goal is to reduce youth violence as measured by a 50% reduction in violence-related juvenile court referrals and middle school suspensions and expulsions in the three neighborhood networks listed above. Prospective respondents should review the following links for additional information:

- <http://safeyouthseattle.org>
- <http://www.seattle.gov/neighborhoods/education/youthInitiative/>
- <http://www.seattle.gov/humanservices/youth/violenceprevention.htm>
- <http://www.seattle.gov/parks/teens/programs/syvpprogram.htm>
- <http://ths-wa.org/programs-and-services/youth-programs-and-services/seattle-youth-violence-prevention-initiative/>
- <http://www.preventioninstitute.org/component/jlibrary/article/id-304/127.html>

2. Period of Performance.

Work is anticipated to begin upon execution of the contract. A final report is due by June 1, 2014. Intermediate deliverables may entail the following, but specifics are subject to negotiation:

1. Design for evaluability assessment: November 8, 2013
2. Monthly written progress reports to the City Auditor's Office
3. Introductory Presentation to a Seattle City Council committee: October 2013; specific date to be determined.
4. Interim Presentation to a Seattle City Council committee: January or February 2014, specific date to be determined.
5. Final Report, including presentation to a Seattle City Council committee: June 1, 2014

Funding Available: This is a competitive process. Up to \$125,000 is available to complete this body of work, but the final contract amount will be negotiated with the successful Consultant.

3. Solicitation Objectives.

Through the hiring of a qualified consultant the City expects to achieve the following outcomes through this consultant solicitation: The City hopes to have clarity and agreement on SYVPI's goals, a detailed description of SYVPI's Theory of Change, and an implementation plan that includes a data collection strategy to track key performance indicators. In addition, the City hopes to have a recommendation for an evaluation design that would enable the City to evaluate SYVPI's effectiveness in reducing youth violence (i.e., an impact evaluation). If the program is deemed not ready for an impact evaluation, the consultant shall recommend the steps needed, if any, to further develop the program to ensure that it can become ready for an impact evaluation in the future.

4. Minimum Qualifications.

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

- M.A. in sociology, criminology, economics, public health, public policy, evaluation, or related field. PhD preferred.
- A minimum of 5 years conducting formative process evaluations as well as rigorous outcome evaluations.
- Experience conducting evaluations for local or state governments of size comparable to or greater than Seattle.
- Experience conducting community needs assessments.
- Experience conducting evaluability assessments.
- Demonstrated knowledge and application of cultural competency principles in evaluation work.
- Subject matter expertise in youth violence prevention, juvenile justice, and/or community public health.
- Strong background in statistics, research methods and experimental and quasi-experimental program evaluation design and implementation. Proficiency in SPSS, STATA, R, or other statistical database software.
- Knowledge of qualitative assessment techniques, including survey, structured interviews, observation, and focus groups.
- Excellent oral written communication skills.
- Strong group facilitation skills.

5. Scope of Work.

While the Seattle Youth Violence Prevention Initiative (“The Initiative” or “SYVPI”) has been operating since 2009, the City Council has raised questions about SYVPI’s program design, its ability to achieve the stated program goals, and its ability to measure its impact on youth violence. Further, the Office of City Auditor has recommended an evaluability assessment for SYVPI because of a number of issues they raised in two memos to the City Council:

- http://www.seattle.gov/audit/docs/SYVPI_Logic_Model_to_Council_1_31_13.pdf
- http://www.seattle.gov/audit/docs/SYVPI-UpdateMemo-03_22_13.pdf

The consultant will complete the scope of work using a collaborative approach that includes City staff, program staff, and other stakeholders as necessary. This work should include the following:

I. Evaluation of Program Design

- a. Assessing the extent to which the nature of the problem/need prompting the creation of SYVPI is adequately analyzed and documented;
- b. Assessing the extent to which a problem statement is clearly articulated and understood;
- c. Analyzing SYVPI’s program design and key components, including: a) the relationship between program activities, outputs, outcomes, and goals; b) the underlying and implied assumptions associated with SYVPI’s Theory of Change; c) the use of the Neighborhood Networks as the service delivery model; and d) whether the intended program beneficiaries have been adequately specified;
- d. Comparing elements of the program design and the program as practiced to the relevant research literature, to help determine the appropriate evaluation approach for each element;
- e. Identifying outcomes and long-term goals that can be realistically achieved, measured, and evaluated given the stated intervention strategies and the activities associated with implementing them;
- f. Identifying valid indicators to track progress towards achieving SYVPI’s stated outcomes and goals (either existing or revised goals).

II. Evaluation of Program Implementation

The consultant will also evaluate the extent to which actual program implementation aligns with program design. Specifically, the consultant will be asked to address the following:

- a. How are clients identified and selected for SYVPI?
- b. Is the program serving the clients it is designed to serve?
- c. What criteria are used to place a youth in a particular program or service (mentoring, recreation, employment, Aggression Replacement Therapy [ART], etc.)? And what criteria are used to move a youth from a “softer” service like recreation to a stronger intervention like ART?
- d. What specific activities and services does the program deliver, how are they delivered, and what is the relative dosage of services delivered?
- e. How well are the program activities and services aligned with what the most relevant research literature suggests is effective for preventing youth violence?
- f. How well do program activities and services comport with the program design?
- g. How does the implementation of the Neighborhood Network delivery system compare to the original design? How can the value added by this system be determined?
- h. What data is collected to document service delivery and track client progress? What systems and protocols are in place to ensure good data quality, including timely and accurate data collection?
- i. What indicators should be tracked to inform implementation decisions and to make on-going operational adjustments to the program?

III. Work Products.

At the end of the process, the City hopes to have clarity and agreement on SYVPI’s goals, a detailed description of SYVPI’s Theory of Change, and an implementation plan that includes a data collection strategy to track key performance indicators. In addition, the City hopes to have a recommendation for an evaluation design that would enable the City to evaluate SYVPI’s effectiveness in achieving its stated goals and outcomes.

1. **Work Plan** The consultant shall develop and propose a work plan no later than six (6) weeks after

contract execution. While the exact nature of this plan will be agreed upon during contract negotiations, the consultant should anticipate the plan will include the following:

- a. Detailed description of methodological approach and data collection and analysis methods to be used.
 - b. The specific evaluation questions to be answered and how the consultant intends to approach answering them.
 - c. A timeframe for completing key deliverables, with the expectation that a written final work product detailing the consultant's evaluation findings will be delivered no later than June 1, 2014.
2. **Evaluability Assessment** The consultant shall develop a written product that summarizes the consultant's findings for Sections I and II above. Minimally, it should include:
- a. An Executive Summary that can be clearly understood by members of the public and other stakeholders.
 - b. A section describing the consultant's scope and methodology.
 - c. A description of SYVPI.
 - d. Findings related to Sections I and II above, and
 - e. Recommendations on the evaluation design for SYVPI. If the program is deemed to be ready for an impact evaluation, the consultant shall provide recommendations for evaluation design. If the program is deemed not ready for an impact evaluation, the consultant shall recommend the steps needed, if any, for further development of the program to ensure that it can become ready for an impact evaluation in the future.
3. **City Council Briefings** The consultant shall prepare presentations and presentation materials for up to three briefings to a Seattle City Council committee. This may include an Introductory Presentation, an Interim Presentation, and a Final Report.

Miscellaneous

- a. The consultant shall work with appropriate City and program staff to identify the types of data available on SYVPI and make arrangements to obtain data that will be needed for this body of work.
- b. The consultant shall furnish all necessary personnel, materials, services, facilities, and otherwise do all things necessary to execute the scope of work for this project.

6. Contract Modifications.

The City consultant contract is provided (see Attachments Section).

Consultants submit proposals understanding all Contract terms and conditions are mandatory and no negotiations of those terms will be invited. Submittal of a proposal is agreement to the entire Contract without exception, unless the City brings forward contract modifications for negotiation. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract as provided in this RFP/RFQ, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

7. Instructions, Procedures and Requirements.

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

7.1 Registration into City Registration System.

If you have not previously done so, register at: <http://www2.seattle.gov/ConsultantRegistration/>. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

7.2 Pre-Proposal Conference.

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

7.3 Questions.

Proposers may submit written questions to the Project Manager until the deadline stated on page 1. The City prefers questions be through e-mail to the City Project Manager. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in 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 Addenda.

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City's Project Manager Addenda and shall become part of this RFP and included as part of the Contract.

7.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addendums, 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 to all Addendums, with or without specific confirmation from the Consultant that the Addendum was received and incorporated, at the sole discretion of the Project Manager. The Project Manager may reject the submittal if it does not fully incorporate an Addendum.

7.6 Proposal Submittal.

- a. Proposals must be received into the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in the submittal instructions section. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline will not be accepted unless waived as immaterial by the City given specific fact-based circumstances.

Hard Copy Submittal.

Submit one original (1) unbound, and eight (8) bound copies, and one (1) electronic CD copy of the response. Fax, e-mail and CD copies are not an alternative to the hard copy. If a CD, fax or e-mail version is delivered, the hard copy will be the official version. Delivery is to the location specified on Page 1, Table 2.

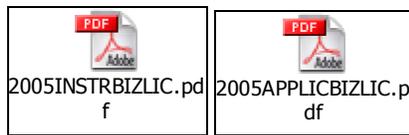
- a. Hard-copy responses should be in a sealed box or envelope marked and addressed with the City contact person name, the solicitation title and number. If submittals are not marked, the Proposer has risks of the response being misplaced and not properly delivered.
- b. The Submittal may be hand-delivered or otherwise be received by the Program Administrator at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Please use no plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, you use fully 100% recycled stock. Such binders are available from Keeney's Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.

7.7 License and Business Tax Requirements.

The Consultant must meet all licensing requirements that apply to their business 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 they are required by the laws of those jurisdictions. The Consultant should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Consultant.

Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(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. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
- g. 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, or call RCA staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
- h. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- i. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
- j. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office (see contacts above in #7) to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below .
- k. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.



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

Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to respond 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 reflects 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 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.

7.9 No Guaranteed Utilization.

The City does not guarantee utilization of this contract. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to 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 resolicit 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.

7.10 Expansion Clause.

Note that the contract strictly limits the expansion of scope and addition of new work not expressly provided for within the RFP/RFQ Scope of Work. The Proposers are to bring forward any questions about the scope that should be named within the solicitation, during the Q&A period.

7.11 Right to Award to next ranked Consultant.

If a contract is executed because of this solicitation process and is terminated within 90-days, the City reserves the option to return to the solicitation process to award the contract to the next highest ranked responsive Consultant by mutual agreement with such Consultant. Any new award may also be allowed this right.

7.12 Background Checks.

The City may require background/criminal checks during the course of the contract for essential City. The City does not intend to request such background checks unless essential in the opinion of the City.

7.13 Negotiations.

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to the proposal or the contract, to align the proposal or contract to meet City needs within the scope sought by the solicitation.

7.14 Effective Dates of Offer.

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

7.15 Cost of Preparing Proposals.

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

7.16 Readability.

Proposers are advised that the City's ability to evaluate proposals depends on the Proposer's submittal document, including organization, level of detail, comprehensive material and readability.

7.17 Changes or Corrections to Proposal Submittal.

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

7.18 Errors in Proposals.

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

7.19 Withdrawal of Proposal.

A submittal may be withdrawn by written request of the submitter, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

7.20 Rejection of Proposals.

The City reserves the right to reject any or all proposals with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

7.21 Incorporation of RFP and Proposal in Contract.

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City's contract with the Proposer.

7.22 Independent Contractor.

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

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

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

7.23 Equal Benefits.

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

7.24 Women and Minority Subcontracting.

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

7.25 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

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

7.26 Proprietary and Confidential Material.

Requesting Disclosure of Public Records

The City asks interested parties to not request public disclosure of proposal records until a contract is executed. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or resolicitation. With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

Marking and Disclosing Material.

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

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

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://www1.leg.wa.gov/LawsAndAgencyRules>).

If you believe any records you are submitting to the City as part of your submittal or contract work product, are exempt from disclosure you can request that the City not release the records until the City notifies you about the pending disclosure. To make that request, you must complete the appropriate portion of the Consultant Questionnaire (Non-Disclosure Request Section) and 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 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. Identify no 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 in the Consultant Questionnaire. Only the specific records or portions of records properly listed on the Consultant Questionnaire 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 listed on the Consultant Questionnaire, the City will notify you in writing of the request and postpone disclosure, providing sufficient time for you to pursue an injunction and ruling from a judge. While it is not a legal obligation, the City, as a courtesy, allows 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.

By submitting for this solicitation, the Consultant acknowledges the obligation to identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the proposer if the records are disclosed.

7.27 Ethics Code.

Please familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Consultants, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).



contractor-vendorbr
ochure[1].pdf

No Gifts and Gratuities.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. The definition of what a "benefit"

would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

8. Response Format.

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may cause rejection as non-responsive.

1. Letter of interest (optional).

2. Legal Name: Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. 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/>).

3. Minimum Qualifications: Provide a single page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification (as described in Section 4 of this RFP). Remember that the determination you have achieved all the minimum qualifications is made from this page. The Project Manager is not obligated to check references or search other materials to make this decision.

4. Mandatory - Consultant Questionnaire: Submit the following form with your proposal package. Submit this, even if you have sent one in to the City on previous solicitations or contracts.



Consultant
Questionnaire 7-2-12

5. Mandatory - Proposal Response: This document details the forms, documents and format for your proposal response to the City. In addition to the required documents 2, 3, and 4 above, please provide the following information for your proposal response. Please limit your proposal response to ten (10) double-sided pages, with a minimum of 11 point font and provide an unbound original and eight (8) hard copies for the evaluation team.

- A Proposed Delivery of Services (Proposal Response) document, detailing your analytical and professional approach to all the deliverables requested in this RFP. This document should detail your proposed work plan and methodologies in a comprehensive, but concise manner. Be specific about tasks and subtasks and who will accomplish them. Partial proposals will not be accepted.
- Cultural Competence: Describe your approach to ensuring cultural competence in your work on this project.

- Proposed Communications and Reporting Protocols
- Provide three professional references and briefly describe the products that you produced for these organizations.
- Availability
- Provide three samples (or links) of reports from similar projects. The samples can be in addition to the 10-page proposal response.
- Team Composition and Competencies: Please be sure to include resumes for all staff who will be assigned to this project. The resumes can be in addition to the 10-page proposal response. The preferred consultant will be able to demonstrate significant use of subject matter experts.
- Cost Proposal for each task and deliverable.

9. Selection Process.

9.1 Initial Screening.

The Project Manager shall review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, satisfactory past performance if applicable, satisfactory financial responsibility and other elements are screened in this Step.

9.2 Proposal Evaluation.

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

Evaluation Criteria:

Experience (including three (3) sample products, and project team)	40%
Proposal Response	50%
Cost Proposal	10%

9.3 Interviews.

The City may interview top ranked firms that are most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned Project Manager named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the City Project Manager.

9.4 Professional References.

The City may contact one or more professional references that have been provided by the Proposer, or through other sources that may not have been named by the Proposer but can assist the City in determining performance.

9.5 Selection.

The City shall select the highest ranked Proposer(s) for award including the interview and written proposal.

9.6 Contract Negotiations.

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

9.7 Repeat of Evaluation

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

10. Award and Contract Execution.

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

10.1 Protests to Project Manager.

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

10.2 Protests – City Purchasing and Contracting Services.

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. Please see the City website at <http://www.seattle.gov/contracting>. 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. Note that the City is to notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

10.3 Debriefs.

For a debrief, contact the City Project Manager.

10.4 Instructions to the Apparently Successful Consultant(s).

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

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

10.5 Checklist of Final Submittals 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.
- Certificate 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.



w9 2011.pdf

Attachments

For convenience, the following documents have been embedded in Icon form within this document. To open, double click on Icon.

Attachment #1: Consultant Contract



ccAgmt ADOpted
Consultant Contract 5