



REQUEST FOR PROPOSALS AND QUALIFICATIONS

**Project Title: Organizational Development for the
Duwamish Valley Resilience District**

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	1/10
Optional Pre-Submittal Conference Via Web Meeting	1/21
Please notify City contacts of your interest in attending the pre-proposal meeting, so that they may manage any technical issues that arise.	
Deadline for Questions	2/11
Proposal Due	2/15
Interviews	3/02 <i>(tentative)</i>
Announcement of Successful Proposer(s)	3/10 <i>(tentative)</i>
Anticipated Negotiation Schedule	3/11-24 <i>(tentative)</i>
Contract Execution	3/25 <i>(tentative)</i>

The City reserves the right to modify this schedule.

Procurement Contact Information

Procurement Contacts:

Primary - David W. Goldberg davidw.goldberg@seattle.gov

Other Contact - Alberto J. Rodriguez alberto.rodriguez@seattle.gov

Table 2: Delivery Address

Email Submittals ONLY
DavidW.Goldberg@Seattle.Gov

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

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1. Purpose and Background.

The City of Seattle (City) Office of Sustainability & Environment (OSE) is seeking a qualified consultant or consultant team (Consultant) to provide organizational development research, analysis, and recommendation expertise in support of creating a Duwamish Valley Resilience District (DVRD). By “Resilience District” we mean a geographic strategy, inspired by global models, focused on adapting to flood risk and other climate change impacts, while taking a comprehensive approach that fosters community resilience. This work will be managed through a partnership with the Office of Planning & Community Development (OPCD) and Seattle Public Utilities (SPU). The goal of this Request for Proposal (RFP) is to evaluate qualifications and proposals.

The Consultant will support the formation of a community (organizational) entity that will help undertake and guide climate and community resilience work in the Duwamish Valley for years to come. Its roles (to be defined by the City and community) may include: fostering land ownership; delivering community-based programs; undertaking deals with private and public entities; and organizing meaningful, durable contributions to and involvement in public project development. The entity’s goal is to ensure meaningful participation of residents and businesses in decision-making processes and to prevent the displacement of impacted communities. The work under this solicitation includes educating stakeholders about organizational options for the entity, helping to establish a shared decision-making framework that centers the voices and needs of BIPOC, individuals with low incomes, and businesses most affected by sea level rise, and developing an implementation strategy and organizational structure(s) that best implements the vision. This will require the Consultant to work closely with the City team and other DVRD consultants to both co-design processes and undertake the work.

OSE and OPCD lead the [Duwamish Valley Program](#) (DVP), an interdisciplinary, place-based effort to advance environmental justice and equitable development; address health and racial disparities; build community capacity; create economic opportunity; and build trust in government. OSE's mission is to partner with community to create strategies to meet the climate challenge, champion environmental equity, and grow sustainable communities. OPCD's mission is to lead cross-sector planning, advance equitable development, and create great places. SPU is a people-centered utility that leverages infrastructure to support community priorities.

The DVP produced the 2018 [Duwamish Valley Action Plan](#). It uses a health equity lens and racial equity outcomes to advance environmental justice, equitable development, and anti-displacement strategy in Seattle's Georgetown and South Park neighborhoods. Since 2016, we've taken actions that directly respond to the priorities of Black Indigenous and People of Color (BIPOC) communities, people with low income, and small merchants. Additionally, the Action Plan identified long-term goals for Anti-Displacement, Workforce Development, Climate Change, Parks & Open Spaces, and Health Equity. Our goal is to have detailed strategies to achieve these by 2023.

With Robert Wood Johnson Foundation (RWJF) funding, the City has begun working with community organizations to organize residents and industries, and expand partnerships to address health inequities, racial disparities, and prepare for climate change. We are initiating organizational development steps to establish a "Resilience District" - transforming the DVP (a City program) into a community-led entity that prioritizes health and centers the voices of those most affected by health inequities, racial disparities, and climate change, to ensure residents, workers, and businesses can thrive in place despite climate change. Through parallel work, we will advance detailed scenario planning for a sea level rise adaptation strategy, and identify sustainable financing and funding sources that foster comprehensive climate and community resilience. **The selected organizational development consultant will lead the first of the following tasks (task 1) and support tasks 2-4.**

1. Organizational Development: Work with community stakeholders to consider organizational

steps to establish a community organizational entity (e.g., nonprofit, coalition, public development authority, etc.) that can undertake and guide climate and community resilience work in the Duwamish Valley in years to come, including building community power and resilience, participating in transactions and planning, and/or fostering land ownership. The entity needs to be able to enter into formal partnerships with public agencies, private entities, and philanthropic institutions.

2. **Sea Level Rise (SLR) Adaptation Strategy:** Refine scenario planning to define SLR infrastructure and policies to foster environmentally just development and economic opportunity.
3. **Sustainable Funding Sources:** Explore value capture models so that sea level rise investments yield revenue streams that are distributed in ways that promote health equity.
4. **Learning by Doing:** Work with community and non-City partners on pilot projects to leverage existing grants and funding and support two "proof of concept" projects where we foster community-led decision-making.

2. Performance Schedule.

The performance schedule begins when the contract is executed by all parties and ends when this portion of the grant is completed, unless amended by written agreement or terminated earlier under termination provisions.

This will be a multi-year project through December 2023 and may be extended. The City anticipates negotiating a final scope of work and general schedule with the successful team.

The current planned schedule is as follows:

Tasks	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3	2023 Q4
Organizational Development Consultant RFP								
Project Start-Up								
Monthly meetings with Project Team (City and Consultants)								
Consultant's options analysis and recommendations								
Community entity development								
Policies and legislation analysis and recommendations								

3. Solicitation Objectives.

The City expects the following outcomes and products through this consultant solicitation:

- A coordinated organizational development implementation plan that aligns with and supports other aspects of the project (e.g., sea level rise adaptation scenario planning and municipal financing processes).
- A White Paper on best practices, lessons learned, and applicable community capacity, leadership, and self-determination elements from [Proyecto ENLACE del Caño Martin Peña in San Juan, Puerto Rico](#) that this project could model or replicate.
- An options analysis and recommendations for a Duwamish Valley-specific community entity that builds on the current landscape of place-based organizational capacity and provides a platform for partnership and community-led development. The analysis and recommendations will include:
 - Interviews with community leaders, community members, community-based

- organizations, business representatives, and other pertinent stakeholders (e.g., nonprofits) and a report on pertinent existing community organizations and industrial stakeholders' missions, interests, and work.
- Shared goals between the stakeholders listed above and recommended program areas for the community entity to undertake and guide.
- A description of relevant potential community entity types and an analysis of their alignment with the landscape and stakeholder analyses above.
- A recommended type of community entity (e.g., nonprofit, coalition, public development authority, etc.).
- Assist with the development of a job description for a community lead (interim director or similar) that would help establish and add capacity for the organization.
- Support community and industrial stakeholders in the formation of a community entity that can undertake and guide climate and community resilience efforts in the Duwamish Valley.
- Support City staff with analysis of potential policies and legislation that would enable this work.

4. Minimum Qualifications.

The following minimum qualifications are required for a Consultant to submit a proposal response:

Organizational Development. The Consultant must demonstrate their skill and experience in building capacity and supporting stakeholders to establish and launch an organization that can build community power and resilience, participate in transactions and planning, and/or foster land ownership. This experience could include work establishing or building Community Development Corporations, EcoDistricts, Public Development Authorities, Community Land Trusts, non-profit organizations, Community Development Authorities, Municipal Corporations, Joint Benefit Authorities, or other types of organizations.

Racial Equity. The Consultant must demonstrate their experience centering the voices and needs of those most affected by the combined impacts of racial inequities, health disparities, and climate change (i.e., Black, Indigenous, people of color, and individuals with low-incomes) to achieve racial equity outcomes. Preferably, this includes:

- Decision-making processes
- Power structures and frameworks
- Projects and programs delivery and/or policy development
- Equitable distribution of benefits

Co-Creation. The Consultant must demonstrate their experience successfully convening diverse stakeholder interests (such as residential and industrial community stakeholders) in co-designing and co-developing all aspects of the project (e.g., research, analysis, recommendations development, establishing an organization, etc.).

Project Management & Collaboration. The Consultant must demonstrate that they can manage a complex, multi-faceted project and interact with multiple collaborators. The Consultant must demonstrate their ability to show up as a team member for the bigger project/initiative, and to working collaboratively with government staff and other consultants that simultaneously work on parallel and complimentary deliverables.

5. Scope of Work.

Task 1: Coordination with City team and other DVRD consultants (approximately 15%)

Consultant will work with City staff and other consultants to design a process for providing organizational development consulting to enable community stakeholders to consider organizational steps to establish a community entity that can enter into formal partnerships with public agencies,

private entities, philanthropy, etc. The consultant's work will align with and support the work of 4-6 other consultants working on parallel and complimentary deliverables, including those working on community engagement and facilitation, Unity Electric site planning, racial equity evaluation, scenario planning for sea level rise adaptation, municipal finance/economics, etc.

Deliverables for Task 1 include:

- Organizational Development work plan.
- Monthly meetings with Project Team, co-created agendas, and written observations and recommendations. We estimate this will require 2-6 hours/month.
- Monthly meetings with other Consultants. We estimate this will require 2-3 hours/month.

Task 2: Organizational Development analysis and recommendations (approximately 25%)

Consultant will work with the Community Engagement & Facilitation Consultant to establish and lead community conversations that develop shared goals and preliminary program areas for a community-led entity.

Based on this, the Consultant will work with the City team, community, and other stakeholders to analyze different options to form a community entity that can undertake and guide comprehensive climate and community resilience efforts in the Duwamish Valley for years to come. Consultant will work with a Racial Equity Evaluator Consultant to ensure this work advances/achieves racially equitable outcomes. A suite of options will be discussed with community stakeholders and further refinement is expected, per stakeholders' input. Consultant will then develop a full proposal of the preferred alternative.

Deliverables for Task 2:

- Report that summarizes pertinent community organizations and industrial stakeholders' missions, interests, and work; identify gaps and needs for an organization to work on community priorities.
- White Paper on applicable community capacity, leadership, and self-determination elements from [Proyecto ENLACE del Caño Martín Peña in San Juan, Puerto Rico](#).
- Options analysis report of different options for a community entity (e.g., nonprofit, coalition, public development authority, etc.) that builds community power and resilience, participate in transactions and planning, and/or foster land ownership.
- Recommendation for most effective organizational structure and mission for a Duwamish Valley-specific community entity representing both business (including industrial) and residential voices.
- Documentation of shared goals and preliminary program areas for a community entity.

Task 3: Preferred alternative implementation (approximately 50%)

After City and community stakeholders choose a final preferred alternative, Consultant will work with City staff and residential and industrial stakeholders to implement (or create an implementation strategy for) the preferred alternative. Specifics for this work will be determined by work and findings related to Task 1 and Task 2. The City is open to considering options ranging from a nonprofit (existing or new) to a coalition of existing organizations to a public development authority to something else, as long as it can undertake and guide climate and community resilience efforts in the Duwamish Valley for years to come. Consultant will work with a Racial Equity Evaluator Consultant to ensure this work advances/achieves racially equitable outcomes.

Deliverables for Task 3:

Community Preferred Alternative (illustrative example documents only):

- Mission statement, operating procedures, and decision-making procedures.
- Proposal of programs it will deliver directly or through partnerships.

- Business plan or strategic plan, including years 1-3 objectives, operating budget, funding needs, and fundraising objectives.
- Organizational documents (e.g., incorporation documents, governance structure, etc.)
- Job description for community lead (interim director).
- Memoranda of agreement between partners/members

Task 4: Policies & legislation analysis and recommendations (approximately 10%)

If necessary, Consultant will work with the City team and other Consultants (TBD) to evaluate potential policies and legislation needed to support the operation of the community entity.

Deliverables for Task 4:

- Policies/legislation analyses and recommendations report (TBD)

Preliminary Budget

No.	Task	Budget
1	Coordination with Project Team and Consultants	\$10,000
2	Organizational development analysis and recommendations	\$14,000
3	Community entity development	\$26,000
4	Policies and legislation analysis and recommendations	\$5,000
TOTAL		\$55,000

The City does not anticipate that additional fees will be available. However, dollar amounts may be shifted between tasks with the agreement of the City and Consultant.

6. Contract Modifications.

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

City will negotiate the scope of work and schedule after the consultant selection process. It is helpful for the consultant to identify areas of concern in advance.

7. Procedures and Requirements.

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

7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

The City will hold an optional on-line pre-proposal conference to respond to questions. Please notify City contacts of you interest in attending the pre-proposal meeting, so that they may manage any technical issues that arise. The City contacts will share a link to the conference with everyone who let them know they plan to attend.

7.3 Questions.

Proposers may email questions to the Procurement Contact until the February 2 at 12:00 pm. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

7.4 Changes to the RFP/RFQ.

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

7.5 Receiving Addenda and/or Question and Answers.

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

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

7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has a **14 page limit specified** (minimum 11 pt. font) in the Response and Submittals section 6. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.7 Electronic Submittal.

The City allows and will only accept an electronic submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact, DavidW.Goldberg@Seattle.Gov by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Clearly identify the proposal submittal in the email subject line as "Organizational Development RFP Application".
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.

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 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.

7.9 Prohibited Contacts.

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

7.10 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

7.11 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.

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

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 Readability.

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

7.18 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.

7.19 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.

7.20 Withdrawal of Proposal.

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

7.21 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.

7.22 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.

7.23 Independent Contractor.

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

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

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

7.24 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.

7.25 Women and Minority Subcontracting.

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

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

7.26 Insurance Requirements.

Upon award of the Contract, the Consultant shall maintain continuously throughout the entire term of the Contract, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- 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”)
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 General Aggregate
\$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability
- Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000** CSL.
 - MSC-90 and CA 99 48 endorsements** required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.
- Worker's Compensation** insurance for Washington State as required by Title 51 RCW.

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.

7.27 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>.

7.28 Ethics Code.

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

No Gifts and Gratuities.

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

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions.

7.29 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>.

7.30 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 Information Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

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

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

8. Response Materials and Submittal.

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

8.1 Mandatory - Consultant Questionnaire (not included in page limit):

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

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

8.2 Mandatory - Letter of interest (2 page maximum).

Provide a letter of interest that indicates the lead, firm, team organization and team members, and briefly highlights the unique qualities that your team brings to the proposed work.

8.3 Proof of Legal Business Name (not included in page limit):

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/>

8.4 Mandatory – Minimum Qualifications (4 pages maximum):

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

8.5 Mandatory - Proposed Approach to the Draft Scope and Budget (8 pages maximum):

Provide a written approach to the draft scope of work and budget described in Section 3. The proposed approach should highlight any changes or specific methods the firm would like to use to deliver the desired outcomes. In particular, the proposed approach should identify the following:

- The strategies the team will use to assess options, co-develop preferred alternatives, and provide advice on potential policies/legislation for the organizational development work included in Tasks 2-4.
- The tactics the team will use to engage a diverse group of residential and business interests in leading significant portions of the work.
- The team’s skills and approach to establishing trusted facilitation of conversations and decision-making of BIPOC and individuals with low incomes among individuals and with varied backgrounds, interests, lived experiences, and relationships to the project.
- The approach to considering best practices for organizational development and working with stakeholders to develop a proposal for a community-led entity that can advance their shared goals and program areas.
- The management of meeting logistics, communication materials, and such to guide the work.

8.6 References (not included in page limit)

Provide references for the project leads who will be responsible for delivering the scope and projects. To the best of your ability, the references should be for performance of similar work. References speak to different types of work or are a personal reference are acceptable; please identify the characteristics and quality of work for which they are providing the reference (for example, ability to multitask or to balance competing ideas).

9. Selection Process.

9.1 Initial Screening

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

9.2 Proposal Evaluation

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

Evaluation Criteria:

Experience & Qualifications	35%
Proposed Budget	10%
Approach to Organizational Development Tasks	35%
References	20%

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.

9.4 References

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

9.5 Selection

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

9.6 Contract Negotiations

The 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.

10. Award and Contract Execution.

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

10.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact.

10.2 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.

10.3 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) days, 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.

10.4 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)

10.5 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>

10.6 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>

10.7 Standard Consultant Contract Template

Found here:

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