

Request for Proposals

Regional Transportation Recovery Annex: Training, Exercise & Evaluation Program

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Seattle Office of Emergency Management
Seattle Police Department
P.O. Box 34986
Seattle, WA. 98124-4986

August 1, 2011

INTRODUCTION

Under the auspices of the Regional Catastrophic Preparedness Grant Program (RCPGP), the Seattle Office of Emergency Management seeks the services of a qualified contractor to develop and implement a training, exercise and evaluation program in support of the Regional Transportation Recovery Annex.

The RCPGP region covers eight counties: Whatcom, Skagit, Island, Snohomish, King, Pierce, Thurston, Mason and Kitsap Counties. Funding for the Plan preparation comes from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), in response to direction by Congress to develop “all-hazard regional catastrophic event plans and preparedness.” A 21-member steering committee known as the Puget Sound Regional Catastrophic Planning Team (RCPT) approves the RCPGP products for submission to FEMA Region X and the FEMA Preparedness Branch at National Headquarters.

The Regional Transportation Recovery Annex provides recommended guidelines for coordinating transportation system recovery in the Puget Sound Region after a catastrophic incident. The guidelines address regional coordination, decision-making, and priority setting among Puget Sound area emergency response and transportation agencies and other local, state and federal partners. In addition, the Annex includes toolboxes for traffic mitigation strategies, waterway alternatives and bridge and roadway reconstruction. It also provides procedures for connecting local transportation recovery measures with the restoration of the regional transportation network. **A CD of the Transportation Recovery Annex is available upon request.**

Section 1. Scope of Services

1) General

The selected contractor, under the supervision of the RCPGP Acting Program Manager, will carry out the following scope of work.

2) Work Tasks

a) Project management

- i) Submit a proposed schedule and work plan for completion of tasks 2b through 2j, within three weeks of contract award, to be approved by the project manager.
- ii) Develop systems to document agency personnel participation and expenses toward the local match for this project (see explanation in RCPGP Grant Guidance). The RCPGP Acting Program Manager can provide examples of effective systems for this task.
- iii) Provide monthly oral and/or written project updates to the program manager
- iv) Provide quarterly updates of project plans and risk logs in a format provided by the Acting Program Manager

b) Identify needed capabilities related to the Transportation Recovery Annex

c) Identify project approach, including but not limited to

- i) audiences for training and exercises
- ii) proposed number, locations of and staffing for training sessions
- iii) content of potential Train the Trainer packets
- iv) proposed number, type, locations of and staffing for exercises
- v) potential FEMA TA assistance; and
- vi) how project will integrate with RCPGP Training and Evaluation Plan, including the Evergreen Quake 2012 Exercise

d) Develop training materials and conduct training

e) Develop a Train the Trainer packet of materials

f) Develop exercise materials and conduct HSEEP-compliant exercises, including workshops and table top exercises. Guidance related to exercise evaluation and the implementation of improvements is defined in the Homeland Security Exercise and Evaluation Program located at <https://hseep.dhs.gov>.

g) Submit an After Action Report (AAR) and Improvement Plan (IP) for each exercise conducted to the Acting Program Manager. Guidance for the development of AARs and IPs is provided in the HSEEP manual.

h) Evaluate the Transportation Recovery Annex's ability to address regional catastrophic needs in light of lessons learned from training and exercises

i) Develop recommendations for how to integrate with existing and future training/exercise opportunities

j) Recommend funding opportunities and next steps

3) Proprietary Information

All work products, including electronic files, will remain the property of Seattle Office of Emergency Management and eligible for unrestricted use by the region, to include jurisdictional and agency members of the region.

4) Documents Furnished

One printed and one electronic copy of all documents completed by the contractor will be provided to Seattle Office of Emergency Management.

5) Funding

- a) One award not to exceed \$90,000 will be awarded for this project.
- b) The Project budget must comply with Federal Guidance for the RCPGP Grant Guidance http://www.fema.gov/pdf/government/grant/2010/fy10_rcp_kit.pdf
- c) The grant requires a minimum of \$30,000 in local match to the grant funds toward the planning effort. The consultants will be required to document agency personnel participation and expenses toward the local match for this project (see explanation in RCPGP Grant Guidance).
- d) Seattle OEM reserves the right to negotiate with consultants on the scope of work and funding proposed.

Section 2. Qualifications and Licensing Requirements

1) Minimum Qualifications

- a) Three (3) or more years of experience in developing and providing emergency management-related training
- b) Three (3) or more years of experience in developing and implementing effective HSEEP-compliant exercise programs
- c) Demonstrated success in working with transportation and emergency management organizations, preferably at the local, regional, state and federal levels.
- d) Demonstrated success in planning or implementing projects that require multi-jurisdictional and multi-disciplinary coordination

2) Desirable Qualifications

- a) Demonstrated success in production of easy to use and effective “train the trainer” packages
- b) Experience in training elected officials and senior officials
- c) Familiarity with local and state transportation management in the Puget Sound region and/or familiarity with transportation management in a comparable metropolitan region in the United States

Section 3. Proposal Process

1) Proposal Requirements

- a) Introductory Letter: The introductory letter should demonstrate the submitter understands the project goals and should summarize the submitter’s Statement of Qualifications.

- b) Experience and Qualifications: Describe submitter's training, education and professional experience managing similar projects. Include a brief project description, total budget and project start and end dates.
 - c) Approach
 - i) Describe submitter's approach carrying out the scope of work identified in Section 1. Indicate the person (prime or subcontractor) who will have a lead role in a task or a subtask.
 - ii) Identify each subcontractor, their experience and qualifications, their role in this work effort, and person or persons who will be doing the work.
 - d) Capacity to meet Project Timelines and Budget:
 - i) Discuss submitter's availability to perform for the duration of the contract, describe submitter's current work load, and any time constraints or conflicts.
 - ii) Describe what methods and tools submitter will use to ensure work quality and cost control.
 - iii) Submit a project budget worksheet indicating how the respondent will allocate staff hours and expenses by task
 - e) Provide examples of training and exercise curriculum developed by personnel who will be assigned to this project
- 2.) Professional References: Please provide three references (with name, title, address and phone number) for each key person on your project team. The City may go beyond these references and seek additional references from people who have experience with your firm.

Section 4. Selection

1) Selection Criteria

A Consultant Evaluation Committee will be established and will select a consultant based on the following criteria:

- a) Quality of approach (40% of the score):
 - i) Proposals should provide a workable project plan for training and exercising key stakeholders in regional transportation system recovery
 - ii) Proposals should demonstrate a general understanding of the needed capabilities related to the Transportation Recovery Annex
 - iii) Proposals should demonstrate specific understanding of the vulnerabilities and governance of the Puget Sound regional transportation systems.
- b) Relevant experience of respondent group or partnership (35% of score):
 - i) Respondents should be able to demonstrate knowledge of and experience in developing HSEEP-compliant training and exercise materials and conducting training and exercises
 - ii) Respondents may demonstrate experience in developing "train the trainer" materials
- c) Financial competitiveness of bid (10% of score):

- i) Project selection will favor proposals that most efficiently and effectively use the funding to meet the project goals.
- d) Reference responses and work samples (15% of score):
 - i) Project selection will favor proposals that include relevant and positive references from clients on similar work.

2) Selection Process

The Consultant Evaluation Committee will evaluate and rank all respondents using the criteria listed in subsection 3.2. The committee may request that the highest-ranked respondents provide additional information either at an oral interview or by other means. The Seattle Office of Emergency Management project manager will make the final selection of the contractor based on evaluation of which respondent is the most qualified and meets the best interests of the City and the RCPGP.

Section 5. Schedule

Request for Proposals Issued	August 1, 2011
Proposals Due	September 1, 2011
Finalists Notified	September 7, 2011
Interviews	Sept 12, 13
Contract Negotiation	Complete by Sept 19
Contract Execution	November 1, 2011

Section 6. Contact and Deadline

Questions from potential RFP responders are welcome. Your written questions must be received by August 12, 2011, 4:00 pm PDT to be accepted. Sending questions by email is preferred. Questions will be documented, answered in written form, and posted on the City's eBid Website: <https://www.ebidexchange.com/seattle>. It is the responsibility of the Proposer to assure that it received responses to its questions. Should any changes need to be made in the RFP; an addendum will also be posted on the City's eBid site.

The website can also be accessed from the Seattle.Gov website. Please submit questions to:

Lise Northey, RCPGP Manager
 City of Seattle
 Office of Emergency Management
 105 5th Ave South, Suite 300
 Seattle, WA 98104
 e-mail: lise.northey@seattle.gov

How to Receive Addenda and RFP Information

Proposers who wish to receive hard copies of addenda to this RFP (if any), answers to questions posed by other Proposers, and related information, can print the documents from the City's eBid Exchange Website: <https://www.ebidexchange.com/seattle>

Deadline for receipt of proposals: 5:00 P.M., September 1, 2011.

Three (3) copies of the proposal may be submitted to:

Seattle Office of Emergency Management
Seattle Police Department
P.O. Box 34986
Seattle, WA. 98124-4986

Attention: Lise Northey, RCPGP Manager

If hand delivering, label to the attention of Lise Northey, and the street address is:

Seattle Office of Emergency Management
105 5th Avenue South, Suite 300
Seattle, WA 98014

The City is not responsible for delays or loss caused by the U.S. Postal Service or other delivery service. The proposal must be received by the deadline; this is a firm deadline. Submittals received after the above time/date shall be declared as non-responsive and not considered further.

Section 7. References

Please submit a minimum of three (3) specific references, including name of client, mailing address, telephone number and contact person, which demonstrate the firm's and sub-consultants' experience and expertise in performing work similar to this project. References may be checked only for the highest-scoring firms. References will not be scored but will be used to verify qualifications, which may affect the rating of the respondent. OEM reserves the right to contact references other than those submitted by the respondent.

Forms and Documentation

Prior to Award, the successful Proposer must provide the following information:

- Completed Equal Benefits Compliance Declaration
- Insurance Requirements Transmittal form
- Evidence of Industrial Insurance coverage, if required (Title 51)
- Evidence of UBI Number.
- Employment Security Number, if necessary (Title 50).
- State Excise Tax Registration, if required (Title 82)
- Evidence of current Seattle Business License, plus evidence that all Seattle Business taxes are current.

Section 8. Selection

Most Favorable Terms

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms. If awarded, a Proposer should be prepared to accept the terms they proposed for incorporation into a contract resulting from this RFP.

After evaluation of the RFP responses, the top ranked Consultants will be notified and invited to an interview to present, clarify, and/or verify RFP information in their specific proposal. Interviews will be conducted in Seattle, Washington. The Proposer is responsible for any costs associated with the interview process.

The interview questions will be developed after the proposals have been scored and a short-list of Consultants have been selected. The candidates will be asked questions to clarify and/or expand on their qualifications, relevant experience, availability of key personnel and project approach. Only a Consultant's proposed project team members, including the project manager, will be invited to the interview.

Final evaluation scores will be based on the RFP submittal scores, adjusted by interview responses and reference qualification verifications. These final scores will determine the ranking of the firms. The Evaluation Committee will make their recommendation to the RCPGP Manager, who will make the final selection.

Contract Negotiations

The City intends to complete contract negotiations with the firms or individuals by September 19, 2011. It is estimated that this Agreement will be executed in November 2011 and that work under the Scope of Work in this RFP will begin soon after that. Further, in the event of a negotiation impasse with any firm, OEM reserves the right without penalty and at its sole discretion to:

1. Reject the Proposer's proposal and select the next preferred Proposer, or
2. Take no further action to continue the award and/or execution of contracts under this RFP, or
3. Reissue the RFP with any changes OEM deems appropriate.

Section 9. Insurance Requirements

For this contract, the selected consultant must, at all times during the term of this contract, have and maintain continuously, at its own expense, evidence of a policy or policies of insurance coverage as follows:

- Commercial General Liability Insurance: \$1,000,000
- Business Automobile Liability: \$1,000,000
- Workers Compensation (Title 51 RCW) as further described in the attached "Insurance Addendum".

Section 10. Appeal Process

At the end of the evaluation process, OEM will notify all Proposers in writing of the status of their proposal(s). Written appeals may be made to the: Director-Contracting Services, Department of Finance and Administrative Services: PO Box 94687, Seattle, WA 98124-4687 (with a "carbon copy" (cc:) to the RFP Coordinator) within three (3) business days of official Notice of Intent to

Award. Any request for documents through a Public Disclosure Request shall not extend a Proposer's appeal period or the appeal procedures set forth in this RFP. The appeal will be reviewed as soon as possible and the Department of Finance and Administrative Services will respond to appeals within twenty business days. If additional time is required, the appealing party will be notified.

An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in the Request for Proposals
- Failure to adhere to publicized criteria and/or procedures in carrying out the RFP process.

Appeal Procedures:

1) Firms or individuals appealing this process must follow the procedures described herein. Appeals that do not follow these procedures will not be considered. This appeal procedure constitutes the sole administrative remedy available under this RFP.

2) All appeals must be in writing and signed by the appealing party. The appeal must state all facts and arguments on which the appealing party is relying. All appeals shall be addressed to the Director of the City's Contracting Services Division - Department of Finance and Administrative Services with a "carbon copy" (cc:) to the RFP Coordinator.

3) Only appeals setting forth an issue of fact concerning a matter of bias, discrimination, conflict of interest, or non-compliance with procedures described in the RFP shall be considered. Appeals based on nonprocedural matters will not be considered.

4) In the event an appeal may affect the interest of other firms or individuals who submitted an RFP, such firms or individuals will be given an opportunity to submit their views and any relevant information on the appeal to the Department of Finance and Administrative Services.

5) Upon receipt of an appeal, an appeal review will be conducted by the Director of the City's Contracting Services Division/Department of Finance and Administrative Services, or its delegee, to review the RFP process. This appeal review is not a review of responses submitted or the evaluation scores received. The purpose of the appeal review is to insure that procedures described in the RFP document were followed, all requirements were met and all firms or individuals were treated equally and fairly.

6) Appeals will not be accepted prior to selection of the successful firm or individual. Appeals may be sent by mail, fax or be hand-delivered. **Appeals must be received by the Department of Finance and Administrative Services by 5:00 pm no later than three (3) business days after the date of the official Notice of Intent to Award.** Firms or individuals are solely responsible for ensuring that appeals are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for the receipt of Appeals.

Section 11. Additional Information

General Guidelines and Requirements

- This RFP should be interpreted in a manner consistent with the terms of this RFP.
- It is the Proposer's responsibility to carefully review all specifications, requirements, General

Conditions, insurance requirements, and other requirements herein. Submittal of a Proposal is conclusive evidence that the Proposer understands all requirements and specifications without exception. The City is under no obligation to accept any exceptions requested or marked by the Proposer to the RFP and the City may choose to disregard any such exceptions.

- This RFP does not, under any circumstances, commit the City to pay any costs incurred by any Proposer in the submission of a proposal. The Proposer is responsible for all costs associated with its response to this RFP.
- The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.
- All materials submitted in response to this RFP will become the property of the City upon delivery to the RFP Coordinator.
- Provisions of this RFP may become part of the Contract. The Proposer's written response to the RFP may also become a part of the Contract. The City reserves the right to reject items in the response to the RFP.
- The City reserves the right to revise the RFP schedule, to revise the RFP and/or to issue addenda to the RFP. The City reserves the right to cancel or to reissue the RFP in whole or in part prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all firms or individuals and/or to contract with a qualified firm at a date later than the date specified in this RFP. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.
- If a Proposer wishes to withdraw its response, they must submit a written request to the RFP Coordinator expressing their desire to withdraw its response. Any Proposer that withdraws from this RFP process understands that its written proposal to the RFP will not be returned.
- As part of the evaluation process, and at the discretion of the RFP Coordinator and/or Evaluation Committee, Proposers may be asked to clarify specific points in their respective responses. The City reserves the right to request oral presentations from applicants. The City's requests for a clarification of a Proposer's response shall not be construed as giving that Proposer the right to amend its response or to provide additional written materials, unless expressly requested by the City and/or the Evaluation Committee.
- The City may attempt to negotiate a contract with the Proposer selected on terms that it determines to be fair and reasonable and in the best interest of the City, including the best interests of the population served by the contract. If the City is unable to negotiate such a contract with the Proposer first selected on terms that it determines to be fair and reasonable and in the best interest of the City, including the best interests of the population served by the contract, negotiations with that Proposer shall be terminated or suspended and another qualified Proposer may be selected in accordance with the procedures set forth in this RFP. If the City decides to continue the process of selection, negotiations shall continue with a qualified Proposer in accordance with this RFP at the sole discretion of the City until an agreement is reached with one of the Proposers. The process may be repeated until an agreement is reached.
- Any contract resulting from this RFP will be between the City of Seattle's Office of Emergency Management and the Proposer. It is required that the selected Proposer will provide all services and will not subcontract or otherwise assign any of the work awarded through this contract without formal, written authorization from the RFP Coordinator. This does not apply to the use of expert services.
- The selected Proposer will be required to maintain administrative books, records, documents, and other evidence directly related to performance of the work and financial records in accordance with generally acceptable accounting procedures. All such records must be retained for a period of six (6) years after completion of work. The City of Seattle, or any of its duly authorized representatives, shall have access to any such books, records and

documents for inspection, audit and copying during the contract and retention periods. Disclosure of this information shall not include information which falls within attorney/client privilege.

- Proposers participating in this RFP shall not coordinate or discuss their bids to provide consultant services to the City of Seattle. Federal and Washington State antitrust laws make it per se illegal for such competitors to agree to fix prices, reduce output, allocate customers, or rig bids. See 15 U.S.C. § 1; RCW 19.86.030. Any agreement to, for example, coordinate bids, refuse to bid, or establish the rates at which services would be offered, would be a per se violation of the antitrust laws and could subject the participants to criminal penalties. Any firms or individuals participating in such activities shall be disqualified from the RFP process. See *Federal Trade Commission v. Superior Court Trial Lawyers Association*, 493 U.S. 411 (1990) (Antitrust laws prohibit lawyers from colluding as to the amount they would charge the District of Columbia government for their services.)

Public Disclosure

- The City requests that Proposers refrain from requesting public disclosure of Proposal/Bid information until a Notice of Intent to Award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by State Law.
- Proposers and Bidders should understand that any records (including, but not limited to Proposal submittals, the Agreement, and any other Contract materials) they submit to the City become public records under Washington State law (See RCW 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (See RCW 42.56.540 and RCW 19.108). However, public-disclosure exemptions are narrow and specific. Proposers and Bidders are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.
- All proposals and materials submitted under this RFP shall be considered public documents at the time of the proposal deadline and may be reviewed by appointment by anyone requesting to do so. If a Proposer considers any portion of their Proposal to be protected under Washington State law, the Proposer shall clearly mark any proposal or proposal records they believe are exempt from disclosure with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." Proposers should mark as CONFIDENTIAL "PROPRIETARY" or "BUSINESS SECRET" only that information they believe legitimately fits within a public-disclosure exemption. The City may reject solicitation responses that are marked proprietary in their entirety.
- If a request is made for disclosure of such portion, the City will determine whether the material should be made available under Washington State law. If the material does not appear to be exempt from public disclosure under the law, the City will notify the Proposer of the request; briefly postpone the disclosure; and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests or enjoin disclosure.
- If the Proposer fails or neglects to take such action within said period, the City will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the City on account of actions taken under such procedure.
- The City has no obligation to assert an exemption from disclosure. If the Proposer believes that its records are exempt from disclosure, the Proposer is obligated to seek an injunction under RCW 42.56.450. By submitting a Proposal the Proposer acknowledges this obligation; the Proposer also acknowledges that the City will have no obligation or liability to the

Proposer if the records are disclosed.

Addenda

- Addenda may be issued to modify or clarify the RFP Documents. A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objective of this RFP. A change to this RFP will be made by formal written addendum issued by the City. Addenda shall become part of this RFP and included as part of the Contract.
- Questions regarding the meaning or intent of the RFP Documents shall be submitted to the City in writing as provided by this RFP. Modifications or clarifications will be provided by addenda and only questions answered by formal written addenda will be binding. Oral or other interpretations or clarifications will be without legal effect. It is the responsibility of the interested Proposers to assure that they have received addenda if any are issued. Addenda will be posted on the eBid Exchange Website at: <https://www.ebidexchange.com/seattle> which can also be accessed at: <http://www.Seattle.Gov>.
- The City will make efforts to provide courtesy notices, reminders, addenda and similar announcements directly to interested Proposers via eBid. Notwithstanding efforts by the City to provide such notice to known Proposers, it remains the obligation and responsibility of the Proposers, to learn of any addenda, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the Website do not relieve the Proposers, from the sole obligation of learning of such material.
- The Proposer should check with Lise Northey, RFP Coordinator the day before Proposals are due to confirm the number of addenda issued. Lise Northey can be reached at: lise.northey@Seattle.Gov.

Section 12. Non-Discrimination

The terms of any contracts resulting from this selection process must be in full compliance with all Non- Discrimination in Benefits and equal employment opportunity provisions required by the City of Seattle's laws, ordinances, rules and regulations.

Equal Benefits

- In order to contract with the City, the selected Proposer must comply with the requirements of the Equal Benefits Program, Seattle Municipal Code Ch. 20.45, and related Rules. The law requires certain consultants to the City to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the consultant provides to its employees with spouses. At the City's request, the selected Proposer shall provide complete information about their benefits programs, including verification of compliance with this non-discrimination requirement. We encourage Proposers to contact the City in advance of proposing if you have any concerns about whether or not your benefits program does or can be brought into compliance with this requirement. For further information about the Equal Benefits Program or to review the Equal Benefits Compliance Worksheet, call 206-684-0430 or review program information at <http://www.cityofseattle.net/contract/equalbenefits/default.htm>
- Compliance with the Equal Benefits statements made by the Proposers is required for the duration of the Contract. If the Successful Proposer indicates they provide Equal Benefits, and then discontinues during the term of the Contract, this can cause Contract termination and/or a Proposer's debarment from future City contracts. Equal Benefits may be audited at any time during the Contract.
- The Successful Proposer must comply with the City's Equal Benefits requirements before Award. A copy of the Equal benefits (EB) Compliance Declarations can be found at: <http://www.seattle.gov/contracting/docs/ebDeclaration.pdf>. The successful Proposer must fill

out the EB Compliance Declaration completely and properly. The RFP Coordinator can answer most questions.

- However, any questions regarding the EB Compliance Declaration may be addressed to either the RFP Coordinator or the Contracting Services Division at: 206.684.0430 to ensure that the Declaration is completed correctly. If you do not receive a response to your EB questions, please contact the RFP Coordinator for direction.
- There are 6 options on the Compliance Declaration. They range from full compliance (Options A, B, C), to several alternatives that require advance authorization by the City before you submit your Proposal (Option D, E), to Non Compliance. Select the option that is true of your company's standing. Option D and Option E are used only if you have an official waiver from the City. Waivers are issued by the Contracting Services Section at 206-684-0430. You must request and receive the waiver from Contracting Services. If information on the Successful Proposer's EB Compliance Declaration is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure the City properly classifies their compliance. Failure by the Successful Proposer to comply with the City's EB requirements will mean that the contract will not be awarded to them.
- Please note that the selected consultant will be required to complete and sign an Equal Benefits Compliance Declaration form prior to negotiations and execution of the contract resulting from this solicitation.

Remedies for Violations of SMC Ch. 20.45:

Any violation of this Section shall be a material breach of Contract for which the City may:

- (1) Require the Consultant to pay actual damages for each day that the Consultant is in violation of SMC Ch. 20.45 during the term of the Contract; or
- (2) Terminate the Contract; or
- (3) Disqualify the Consultant from bidding on or being awarded a City contract for a period of up to five (5) years; or
- (4) Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

Nondiscrimination in Employment, Contracting

The Proposer that is selected by the City as a result of this RFP will be required to comply with all applicable federal, state, and local non-discrimination laws, particularly the requirements of Seattle Municipal Code Ch. 20.42. This Code encourages the use of Women and Minority Business Enterprises and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

Affirmative Efforts to Use Women and Minority Business Enterprises:

A. Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of the Contract.

B. Affirmative efforts shall include those that have been agreed upon between the City and the Consultant as a result of the Consultant proposal response, and are incorporated herein by this reference as Exhibit.

C. Record-Keeping: Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Contract, relevant records and information necessary to document Consultant affirmative efforts to solicit to women and minority business participation, including solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Contract. The City shall have

the right to monitor the affirmative efforts of the Consultant and to inspect and copy such records of the Consultant as are necessary to ensure compliance with the requirements of this Section.

D. Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

E. Non-Discrimination: Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

F. Sanctions for Violation: Any violation of the mandatory requirements of the provisions of this section, or a violation of SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, SMC Ch. 20.45, or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Contract and by applicable law. Consultants found to be in violation of the requirements shall be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

Note: Women and minority owned firms are asked to self-certify by registering in the City Vendor Registration System at <http://seattle.gov/purchasing/VendorRegistration.htm>. If you do not have computer access, please call 206-684-0444 for assistance.

Non-Collusion Requirement

The Proposer, by submitting its Proposal, declares that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of its Proposal to the City for consideration in the Award of Contract for this RFP.

Irregular Proposals

A Proposal will be considered irregular and non-responsive, and will be rejected if:

- The Proposal does not constitute a definite and unqualified offer to meet the material terms of the RFP; or
- The Proposer has been disqualified or otherwise debarred from doing business with the City of Seattle; or
- A Proposer is a member of a Joint Venture or partnership and the Joint Venture or partnership also submits a Proposal for the same Project (in such an instance, both Proposals may be rejected)
- More than one Proposal is submitted for the same Project from a Proposer under the same or different names; or
- Sufficient evidence of collusion exists with any other Proposer or potential Proposer. Participants in collusion will be restricted from submitting further Proposals and may be debarred pursuant to SMC 20.70.

Disqualification of Proposers

At the sole discretion of the City, a Proposer may be deemed not responsible and its Proposal rejected and the Proposer disqualified if:

- A Proposer, in the opinion of the City, is not qualified for the Work specified; or
 - An unsatisfactory performance record exists as shown by past or current Work for the City, or for others, as judged from the standpoint of conduct of the Work, environmental or safety compliance records, workmanship, progress, affirmative action, or equal employment opportunity practices; or
- There is uncompleted work (City or otherwise) which might hinder or prevent the prompt

- completion of the Work; or
- The Proposer failed to settle bills for labor or materials on past or current contracts; or
- The Proposer has failed to complete a public contract or has been convicted of a crime arising from a previous public contract; or
- The Proposer is unable, financially or otherwise, to perform the Work; or
- A Proposer is not authorized to do business in the State of Washington; or
- The Proposer failed to meet the Affirmative Efforts requirements of SMC Ch. 20.42; or
- The Apparent Successful Proposer fails to have or take efforts to immediately obtain a City of Seattle Business License; or
- For any other reason deemed proper by the City.

Rights of the City

In addition to such other rights as may be reserved elsewhere in the Contract, the City reserves the right to:

- Reject any or all Proposals,
- Waive informalities or immaterial irregularities in the Proposal,
- Correct arithmetical errors in a Proposal,
- Re-advertise for Proposals,
- Revise or cancel the RFP.

Ethics

- The Seattle Ethics Code provides rules about employee work activities, business relationships, and the use of City resources. The City requires that Proposers who contract with the City, or are interested in pursuing a Contract, comply with the City Ethics Code. Proposers shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may reasonably appear intended, to benefit the Proposers by way of award, administration, or in any other way to influence contracting decisions of the City. This includes, but is not limited to, Office of Emergency Management and City employees that have decision-making for this RFP and its Scope of Services. The Proposers shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows.
- It is also unlawful for anyone to offer another such items to influence or cause them to refrain from submitting a Proposal.
- Proposers must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City business.
- The Web site for the Code of Ethics is: http://www.seattle.gov/ethics/etpub/et_home.htm
- Upon receipt of an Intent to Award, Proposer shall promptly notify the City, in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was an official, officer or employee of the City. Proposers shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City.
- Proposer confirms that it does not have a business interest or a close family relationship with any City elected official, officer or employee who was, is, or will be involved in the Proposer's selection, negotiation, drafting, signing, administration or evaluating the Proposer's performance. Should any such relationship exist, Proposers shall notify the RFP

Coordinator in writing and the City shall make sole determination as to compliance.

Screening

The Proposer represents that they have the qualifications and characteristics required to perform the Scope of Work in the RFP.

Reporting

The successful Proposer shall submit all reports required by OEM and local, state and federal law. Payments under the Consultant Contract may be withheld if any required reports are not submitted on time.

Conflict of Interest

In the event any Proposer or the Selected Proposer suspects or has a conflict of interest, then they must notify the RFP coordinator immediately.

END OF RFP