Community Outreach and Education Fund



Request for Proposals Consultant Contract

2024 - 2025

Important Dates

Events	Date / Time
RFP Release	Tuesday, Aug. 15, 2023 10:00 am
 Optional Information Session and Q&A via Zoom Session will be recorded and posted to website Spanish interpretation provided Other interpretation provided upon request 	Wednesday, Aug. 30, 2023 1:00-2:30 pm
Deadline for Questions	Tuesday, Sept. 19, 2023 12:00 pm
Application Deadline	Tuesday, Sept. 26, 2023 3:00pm
Optional Presentation	Oct. 4-6 2023 Times to be booked
Announcement of Successful Applicants	Oct. 17, 2023
Anticipated Negotiation Schedule	Oct. 18-Nov. 1, 2023
Contract Execution	Nov. 15, 2023

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

Contact Information

Procurement Contact:

Meredith Ruff
Labor Standards Engagement Specialist

OLS_RFP@seattle.gov

(206) 256-5297

Submissions will be accepted until 3:00 pm on Tuesday, September 26, 2023.

Submissions will only be accepted through the Adobe form listed below. Applicants are highly encouraged to submit application in advance of the deadline to allow for any technical assistance needed prior to the 3:00 pm deadline.

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 Applicant contacting other City officials or employees does so at Applicant's own risk. The City is not bound by such information.

Submission Form Link - Click here to prepare and submit your proposal

Table of Contents

OI. <u>Purpose and Background</u>	0.4
02.	
Available Funding	0 6
03.	
Soliticitation Objectives	07
04. Minimum Qualitifcations	07
05. Scope of Work	0 8
O6. Contract Modifications	14
07.	
How to Apply	15
08. Selection Process	19
09.	2.6
Award and Contract Execution	26
Procedures and Requirements	2 8

1. Purpose and Background

1.1 About the Office of Labor Standards

The City of Seattle Office of Labor Standards (OLS) aims to increase workplace equity and establish a fair and healthy economy for workers, businesses, and residents. The mission of OLS is to advance labor standards through thoughtful community and business engagement, strategic enforcement, and innovative policy development with a commitment to race and social justice.

1.2 Seattle's 15 Labor Standards

The Office of Labor Standards is responsible for educating businesses, hiring entities, employees, and workers, as well as enforcing, 15 different labor standards.

Ordinances Covering Most Seattle-Based Employers and Employees:

- <u>Paid Sick and Safe Time Ordinance (PSST)</u>, requiring employers to provide paid leave for absences due to medical conditions, domestic violence, or other critical safety issues.
- <u>Fair Chance Employment Ordinance (FCE)</u>, restricting how employers can use conviction and arrest records during the hiring process and course of employment.
- <u>Minimum Wage Ordinance (MW)</u>, establishing a minimum hourly wage that rises with the annual rate of inflation.
- <u>Wage Theft Ordinance (WT)</u>, requiring employers to pay all compensation owed to workers (including wages and tips).
- <u>Commuter Benefits Ordinance (CBO)</u>, requiring employers to provide commuter benefits on a pre-tax basis.

Additional Protections for Certain Retail and Food Service Establishments:

- <u>Secure Scheduling Ordinance (SS)</u>, establishing predictable scheduling requirements for large retail and food service establishments.
- <u>Cannabis Employee Job Retention Ordinance</u>, requiring employers to post written notice of change in ownership/control of the cannabis business and provide a preferential hiring list to the new owners of cannabis business in order to hire/retain workers from previous ownership for 90 days.

Additional Protections for Certain Hotel Employees:

- <u>Hotel Safety Protections Ordinance</u>, requiring employers to take measures to prevent, address, and respond to violent or harassing guest conduct.
- <u>Improving Access to Medical Care Ordinance</u>, requiring employers to make monthly healthcare expenditures to, or on behalf of, covered employees to increase their access to medical care.
- <u>Hotel Employees Job Retention Ordinance</u>, requiring employers to provide advanced notice to covered employees of changes in ownership and requiring the incoming employer to retain covered employees for a certain time after the change in ownership.
- <u>Protecting Hotel Employees from Injury Ordinance</u>, restricting the workload of hourly employees who clean the guest rooms of a covered hotel or motel to reduce the frequency and occurrence of injuries associated with room cleaning.

Protections for Workers Not Covered by Other Labor Standards

Domestic Worker Protections

• <u>Domestic Workers Ordinance (DWO)</u>, establishing protections for independent contractors and employees who provide domestic services in and around the homes of thousands of Seattle families.

Independent Contractor Protections

• <u>Independent Contractor Protections Ordinance</u>, requiring hiring entities to provide independent contractors with disclosures prior to entering into a contract and at the time of payment and to provide timely payment.

App-Based Worker Protections

- <u>App-Based Worker Minimum Pay Ordinance</u>, effective January 13, 2024, requiring certain network platform companies to guarantee workers receive minimum pay, upfront disclosures of offer-information, receipts and payment records, and other rights.
- <u>App-Based Worker Paid Sick and Safe Time Ordinance</u>, requiring app-based workers
 receive payment for PSST based on the worker's "average daily compensation" for
 each day worked for the hiring entity. The ordinance is effective May 1, 2023, for food
 delivery network workers and effective January 13, 2024, for all app-based workers
 who work at a network company of 250 or more workers.

1.3 About the Community Outreach and Education Fund

The Community Outreach and Education Fund (COEF) provides funding to community organizations to increase workers' awareness and understanding of rights provided by Seattle's labor standards. OLS seeks to partner with community to facilitate outreach and education, provide individualized services to workers in Seattle, and develop collaborative approaches to enforcement.

OLS is committed to ensuring racial and social equity in the administration of the Fund. Here is how OLS works to accomplish those goals:

- OLS selects partnerships with organizations that have existing, trusted connections with communities most impacted by labor violations.
- OLS provides training and technical assistance to our organizational partners to help build their capacity to deliver outreach and education in the communities they serve.
- OLS provides a robust library of translated vital documents and works with organizations to ensure they are prepared to provide language-specific and culturally appropriate outreach and education.
- OLS communicates consistently with organizations to address barriers, progress, best practices, and lessons learned that result from the funding process.

2. Available Funding

The next funding cycle will run for two years from 2024-2025. Total funds available for 2024 are \$1,495,000 contingent upon approval by City Council. An amount equal to or greater shall be proposed for 2025 and is contingent upon approval by the City Council.

3. Soliticitation Objectives

The City expects to achieve the following outcomes through this consultant solicitation:

OLS partners with community organizations and collaboratives that prioritize race and social justice. OLS seeks proposals to increase worker understanding of Seattle labor standards, provide language-specific outreach and technical assistance, and build trust with low-income worker communities to access labor standards enforcement and complaint resolution throughout Seattle. Through these funded partnerships, OLS envisions an interconnected network of organizations that will expand awareness and understanding of Seattle's labor standards for low-wage workers and worker communities most likely to experience violations of worker rights. OLS expects this network of organizations to collectively have connections to focus populations in all geographic areas of the city and, when possible, areas outside of the city where Seattle-based workers reside.

Ideally, organizations will have experience or demonstrated ability in two or more of the following areas:

- Conducts outreach to low wage workers;
- Conducts outreach to BIPOC communities:
- Conducts outreach to immigrant and/or refugee communities;
- Creates culturally relevant and language specific resources and outreach materials;
- Develops culturally relevant and language specific trainings and teaches complex subject matter, such as labor laws, to worker communities;
- Provides intake counseling, referrals, or complaint resolution services to worker communities.

4. Minimum Qualifications

No minimum qualifications are required to submit a proposal response.

5. Scope of Work

5.1.1 Background on Fund and Focus Populations

The Community Outreach and Education Fund provides funding to community organizations to increase workers' awareness and understanding of rights provided by Seattle's labor standards. OLS seeks to partner with community to facilitate outreach and education, provide individualized services to workers in Seattle, and develop collaborative approaches to enforcement.

While all workers are at risk for workplace violations, data shows that low-wage workers experience the highest rates of workplace violations. Demographic populations most likely to occupy low-wage jobs and experience workplace violations include:

- Black workers
- Indigenous workers and workers from tribal communities
- Latino workers
- Workers of color
- Immigrant and refugee workers
- LGBTQ+ workers
- Women workers
- Workers with disabilities
- Veterans
- Young workers

5.1.2 Approach

The Fund seeks to establish and grow collaborative relationships with community-based organizations to achieve the following.

- Increase workers' knowledge and understanding of the rights provided by Seattle's labor standards through methods that are:
 - community centered,
 - culturally relevant,
 - accessible, and
 - language specific.
- Expand workers' access to resources to enforce labor standards and ensure their rights are protected.
- Build capacity among community organizations to provide labor standards services and information to a diverse range of workers.



5.2 Service Strategies

The Seattle Office of Labor Standards seeks proposals for innovative and engaging outreach and education strategies to help low-wage workers fully understand their rights and provide supportive resources to assist workers in formal and informal channels to resolve their claims under the law.

New in this RFP cycle: The growing number of Seattle Labor Standards has drastically expanded the number of workers covered by these protections. To ensure all covered workers are receiving assistance, OLS has created different service strategy options. These service strategies are intended to create more specialization of services for different communities of workers within Seattle. OLS seeks to fund multiple service strategies and contract with a varied group of consultant organizations to serve diverse communities and geographic areas of Seattle. Applicants may apply for more than one service strategy. (For example, an organization may have a deep connection with both domestic workers and hotel workers. That organization may submit two different service strategy proposals that address their outreach and organizing work with each community.)

All service strategies shall be responsible for conducting outreach and education related to:

- 1. Minimum Wage
- 2. Wage Theft
- 3. Paid Sick and Safe Time
- 4. Fair Chance Employment
- 5. Commuter Benefits Ordinance
- 6.Independent Contractor Protections

Service Strategy Options:

1. Broad-Based Labor Standards:

- a. Provides broad-based outreach and education that covers all 15 current Seattle Labor Standards and, if passed, the App-Based Workers Deactivation Ordinance.
- b. Consultant agrees to negotiate with OLS over the impact of additional labor standards enacted during the course of this funding cycle to the existing scope of work.

2. Retail & Restaurant Workers:

- a. Provides focused outreach and education to workers within the retail and food service sectors.
- b. In addition to the 6 labor standards above, this service strategy will provide detailed training and assistance regarding the Seattle Secure Scheduling Ordinance for covered workers as well as the Cannabis Employee Job Retention Ordinance for covered workers.
- c. Consultants will also be responsible for outreach and education related to labor standards enacted during the course of this funding cycle if the new ordinance(s) directly affects the service strategy focus population. E.g., a new retail or restaurant specific ordinance. Consultant shall negotiate with OLS over the impact to the existing scope of work.

3. Hotel Workers:

- a. Provides focused outreach and education to workers within the hotel and ancillary hospitality services sectors.
- b. In addition to the 6 labor standards above, this service strategy will provide detailed training and assistance regarding the Seattle Hotel Employees and Ancillary Employees suite of Labor Standards.
- c. Consultants will also be responsible for outreach and education related to labor standards enacted during the course of this funding cycle if the new ordinance(s) directly affects the service strategy focus population. E.g., a new hotel specific ordinance. Consultant shall negotiate with OLS over the impact to the existing scope of work.

4. Domestic Workers:

- a. Provides focused outreach and education to domestic workers.
- b. In addition to the 6 labor standards above, this service strategy will provide detailed training and assistance regarding the Seattle Domestic Workers Ordinance for covered workers.
- c. Consultants will also be responsible for outreach and education related to labor standards enacted during the course of this funding cycle if the new ordinance(s) directly affects the service strategy focus population. E.g., a new domestic worker specific ordinance. Consultant shall negotiate with OLS over the impact to the existing scope of work.

5. App-Based (Gig) Workers:

- a. Provides focused outreach and education to app-based workers.
- b. In addition to the 6 labor standards above, this service strategy will provide detailed training and assistance regarding our new App-Based Worker PSST, App-Based Worker Minimum Compensation, and, if signed into law, the App-Based Worker Deactivation Ordinance.
- c. Consultants will also be responsible for outreach and education related to labor standards enacted during the course of this funding cycle if the new ordinance(s) directly affects the service strategy focus population. E.g., a app-based worker specific ordinance. Consultant shall negotiate with OLS over the impact to the existing scope of work.

6. Construction and Trades Workers:

- a. Provides focused outreach and education to construction trades workers.
- b. Provides detailed training and assistance to relevant worker populations regarding labor standards protections for construction industry, including the six labor standards listed above.
- c. Consultants will also be responsible for outreach and education related to labor standards enacted during the course of this funding cycle if the new ordinance(s) directly affects the service strategy focus population. E.g., a new construction or trades specific ordinance. Consultant shall negotiate with OLS over the impact to the existing scope of work.

7. Arts and Entertainment Workers:

- a. Provides focused outreach to workers within the arts and entertainment industry sectors.
- b. Provides detailed training and assistance to relevant worker populations regarding labor standards protections for the arts and entertainment industry sectors, including the six labor standards listed above.
- c.Consultants will also be responsible for outreach and education related to labor standards enacted during the course of this funding cycle if the new ordinance(s) directly affects the service strategy focus population. E.g., a new arts or entertainment sector specific ordinance. Consultant shall negotiate with OLS over the impact to the existing scope of work.

5.3 Reporting

Consultants will be expected to provide the following reports. Organizations are encouraged to consider this reporting responsibility as a budgeted resource in proposals. Please see Sample Reports for reference (Attachment E). Respondents are encouraged to review the sample contract document (Attachment D) for document storage, retention, and production requirements.

1. Monthly:

- a. Invoice and quantitative data report on workplan activities (Attachment E)
- b. Monthly verification reports for selected workplan activities agreed upon at contract negotiation. (Attachment E)
- c. Copies of all materials developed and used as part of work plan.
- d. Monthly report of all OLS-created materials used as part of work plan.

2. Quarterly:

a. Quarterly narrative report to describe successes and challenges (Attachment E)

3. Every 6 months:

a. Expenditure Report (Attachment E)

4. Upon Request:

a.OLS will periodically conduct site visits and evaluate outreach materials, training methods, financial reporting, and related documents.

Reporting documents are samples and are subject to change.

5.4 Contract Obligations and Relationship with OLS

- 1. Recipients will provide the following to OLS:
 - a. Required reporting and invoicing for activities completed from scope of work.
- 2. Recipients will attend the following:
 - a. Quarterly COEF meetings attended by all COEF partners.
 - b. Monthly check-ins with the contract manager
 - c.One all-day (8-hour) orientation retreat in January or February 2024 for program administrators/staff. One all-day (8-hour) retreat in January or February 2025 for program administrators/staff.
 - d.On-going training on existing ordinances and any new ordinances.
 - e.Community events and OLS-hosted engagement activities, as outlined in the scope of work.
 - f. Training for executive-level staff of organization on Seattle Labor Standards.
 - g.Quarterly service strategy cohort meetings
 - h.For Domestic Worker Service Strategy, at least 2 Domestic Workers Standards Board meetings per year.

6. Contract Modifications

6.1 Boilerplate Provided

The City has attached its boilerplate contract terms so Applicants can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

6.2 Proposed Exceptions & Proposed Modifications

If an Applicant seeks to modify the Contract, the Applicant must request that within their Proposal response as taking an "Exception". The Applicant must provide a revised version that shows their proposed alternative contract language in track changes or redline format. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Applicant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

Although the City may open discussions with selected Applicants to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the Applicant through the exception process above.

7. How to Apply

OLS will not consider incomplete applications. Applications are due on Tuesday, September 26, 2023 at 3:00 pm PST. Applicants must use the <u>Adobe Forms link</u> to submit application materials.

7.1 Application Requirements

Organizations can apply individually or as part of a collaborative group with one organization as the lead. OLS encourages organizations to apply in the capacity that best fits their needs and helps achieve desired worker engagement goals. There will be no penalty or preference for either individual or collaborative applications.

Applicants are highly encouraged to thoroughly review the Evaluation Criteria below prior to finalizing application materials.

A strong individual organization applying will:

- Have a clear vision of worker engagement goals;
- Have a comprehensive plan to meet worker engagement goals; and
- Have organizational infrastructure and staff capacity to submit reports, process invoices and have dedicated staff to complete work goals.

In addition to the above, a strong collaborative group applying will:

- Have 2-3 unifying reasons for why they are working together and have a clear vision for worker engagement to accomplish their goals;
- Have a lead organization that has the infrastructure and staff capacity to collect reports, disperse funds, and provide consistent training and technical support to other sub-contracting organizations as needed. We strongly encourage the lead organization to have at least one dedicated staff to oversee this work and to ensure collective goals are reached; and
- Have a well-developed process for how the collaborative group will delegate and share work, disperse and receive payments, and hold each other accountable.

7.2 Application Elements

For organizations applying for more than one service strategy, please submit all materials with each Service Strategy submission.

Cover Page (Attachment A)

 For organizations applying as a collaborative, please submit one Cover Page per organization in the collaborative.

Application Questions (Attachment B)

• If applying as a collaborative, please submit only one response for the collaborative.

Budget (Attachment C)

- Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours and any assumptions for the City to consider in your proposal.
- Applicants should thoughtfully consider and include all costs associated with performing this work including interpretation and translation costs, event costs, printing costs, or other costs that may be incurred from the proposed work plan/scope of work.
- The City may request additional clarification or a breakdown of the hours and costs with finalists.

Consultant Questionnaire:

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

http://www.seattle.gov/Documents/Departments/FAS/ PurchasingAndContracting/Consulting/fas-cpcsconsultant-questionnaire.docx

Proof of Legal Business Name (if applicable): Provide a certificate or documental Secretary of State in which you incorporate the second of the

• 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/

06

Consultant Inclusion Plan:

- You must submit the following in your response.

07

Contract Exceptions (optional):

o If an Applicant seeks to modify the Contract, the Applicant must request that within their Proposal response as taking an "Exception". The Applicant must provide a revised version of the attached boilerplate contract that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Applicant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records). WMBE and EEO, Confidentiality, Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

7.3 Submittal Checklist

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

Cover Page
Application Questions
Budget
Consultant Questionnaire
Consultant Inclusion Plan
Proof of Legal Business Name (if applicable)
Contract Exceptions (optional)



8. Selection Process

8.1 Initial Screening

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

8.2 Proposal Evaluation

Each service strategy will be scored separately. The proposal review committee will evaluate proposals using the following criteria

Proposal Evaluation Criteria

1. Who are you? (40 points possible)

- Applicant(s) provides a clear description of their organization or the proposed collaborative. (10 points)
- Applicant(s) has the organizational capacity (individually or as a collaborative), including the financial controls, to process and submit invoices and reports in a timely manner. (10 points)
- Applicant(s) demonstrates connections to focus demographic populations, focus labor sectors, geographic areas around the City, or to Seattle-based workers residing outside of the city limits and has articulated clear strategies to grow those connections throughout the duration of the contract period. (10 points)
- Applicant(s) leads with a race and social justice framework in internal and external practices. (10 points)

Rating Criteria:

- Clearly describes the organization's history, experience, and work.
- Organization(s) are led by people who reflect the community they intend to reach. Organization(s) have demonstrated a commitment to race and social justice and have articulated a framework or plan to ensure further action on organizational goals related to race and social justice.
- Organization(s) have a strong relationship with the community(ies) they intend to reach.
- Clearly demonstrates the organizational capacity to adhere to City of Seattle Consultant Contracting requirements for financial controls, reporting, and ethical practices.

High (25-40): Effectively addresses all and/or most of the criteria Medium (17-24): Adequately addresses most of the criteria Low (0-16): Does not meet and/or address the criteria

Proposal Evaluation Criteria

2. Who will benefit? (30 points possible)

- Applicant(s) has
 established connections
 with low-wage worker
 communities and can
 provide culturally
 relevant and language specific support to
 worker populations as
 needed. (10 points)
- Applicant(s)
 demonstrates clear
 strategies for engaging
 with low-wage worker
 communities to increase
 workers' knowledge of
 their rights, awareness
 of how to file a
 complaint, and/or other
 ways to work with OLS.
 (10 points)
- Applicant(s)
 demonstrates successful
 experience educating
 worker populations on
 technical information
 (this can include, but is
 not limited to, Seattle's
 labor standards). (10
 points)

Rating Criteria:

- Services must be located in the City of Seattle
 or, if outside the City of Seattle, must show that
 participants regularly work within the City of
 Seattle limits.
- Clearly describes the demographics of the focus population(s).
 - Demographics can include information about race, ethnicity, immigration or refugee status, languages, gender, LGBTQIA+, religion, age, employment sector or industry, or other relevant details.
- Clearly demonstrates a vision for engaging lowwage workers and has shown a history of successfully communicating complex, technical information to focus worker populations.
- Language Access: Applicant has demonstrated the organizational infrastructure to provide inlanguage materials and services to focus population(s) as needed or required.

<u>High (20-30)</u>: Effectively addresses all and/or most of the criteria

Medium (10-19): Adequately addresses most of the criteria

<u>Low (0-9):</u> Does not meet and/or address the criteria

Proposal Evaluation Criteria

3. What do you want to do? (30 points possible)

- Applicant(s) has completed a comprehensive scope of work that covers the contract period (two years). (10 points)
- Applicant(s) has a comprehensive plan to complete the scope of work. (10 points)
- Applicant(s) has a comprehensive budget proposal. (10 points)

Rating Criteria:

- Proposal includes a comprehensive scope of work that includes a multifaceted approach to engage, educate, and empower focus population(s) on the selected service strategy.
- Proposal includes a realistic work plan that outlines the steps or processes needed to achieve the proposed scope of work.
- Proposal includes a thorough proposed budget that reasonably accounts for the scope of work, labor, and other resources needed to effectively complete work plan.

High (20-30): Effectively addresses all and/or most of the criteria

Medium (10-19): Adequately addresses most of the criteria

Low (0-9): Does not meet and/or address the criteria

4. How will it make a difference? How will you know it made a difference? (10 points possible)

 Applicant(s) has described how their work plan addresses the needs of the focus population(s) as it relates to understanding Seattle labor standards and seeking assistance from OLS. (10 points)

Rating Criteria:

- Proposal identifies community(ies) needs and struggles that may cause barriers to accessing services from OLS.
- Proposal addresses how work plan will address those needs.
- Proposal identifies ways in which organization may collect information, including qualitative and quantitative data, to assess impact of work plan.

High (7-10): Effectively addresses all and/or most of the criteria

Medium (4-6): Adequately addresses most of the criteria

Low (0-3): Does not meet and/or address the criteria

Proposal Evaluation Criteria

5. Consultant Inclusion Plan (12 points possible)

- Applicant(s) has completed a Consultant Inclusion Plan. (12 points)
- For Consultant Inclusion Plan, points are awarded for good faith responses that evidence:
 - Responsible, sincere good faith efforts to develop aspirational goals that are meaningful. (3 points possible)
 - WMBE firms integrated into your team and within core work. (1 point possible)
 - WMBE firms integrated within value-added work opportunities. (3 points possible)
 - Evidence of effective mentoring, training, or capacity-building. (1 point possible)
 - Strategies that assure WMBE utilization in all likely phases. (3 points possible)
 - Evidence of strong past performance using effective models. (1 point possible)

High (9-12): Effectively addresses all and/or most of the criteria

Medium (5-8): Adequately addresses most of the

Low (0-4): Does not meet and/or address the criteria

8.3 Presentations

- Optional presentation with the selection committee
 - The selection committee recognizes that some organizations may feel more comfortable expressing themselves verbally rather than in written format. Therefore, organizations may elect to attend a 1-hour online presentation with the selection committee to be scheduled from October 4-6. This interview is optional and is intended to allow organizations to communicate their proposal verbally. There will not be additional formal questions for the presentation portion, but selection committee members may ask clarifying questions.
 - This is an optional presentation. No additional points will be added to the organization's score for the presentation.
 - Organizations invited to present are to bring the assigned key person(s) named by the Organization in the Proposal and may bring other key personnel named in the Proposal. The Organization 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.
 - Presentations will be scheduled after your proposal is received.
 - Organizations with 3 or more collaborative members may request additional presentation time.
 - Organizations may request an interpreter. Additional time will be added to accommodate interpretation.
 - Please include interpretation requests or any accommodations requests when prompted in the submission form.

8.4 References

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

8.5 Selection

The City intends to select between 8-15 applicants for funding. Requests for funding are expected to exceed the total available funding. In the event an applicant is offered less funding than they originally requested, the City and the Apparently Successful Applicant shall negotiate modifications to proposed original scope of work as needed. The City reserves the right to make a final selection based on the combined scoring results, distribution among service strategies, demographic groups, and geographic coverage, and/or the consensus of the Consultant Evaluation Committee.

8.6 Contract Negotiations

The selected Applicants will be asked to bring forward a pricing proposal for the scope of work for negotiation and discussion with the City. Proposed modifications to the agreement must be included in the exceptions attachment to this RFP submission. Modifications not included as exceptions will not be considered.

If applying as a collaborative, Applicants must submit the proposed agreements between and among the collaborative partners. Final, signed agreements among the collaborative partners must be submitted prior to contract execution.

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.

8.7 Right to Award to next ranked Consultant

If a contract is executed resulting from this solicitation and is terminated within 90 days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

8.8 Repeat of Evaluation

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

9. Award and Contract Execution

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

9.1 Protests

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

9.2 Protests - Purchasing and Contracting

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at https://www.seattle.gov/purchasing-and-contracting/doing-business-with-the-city/solicitation-and-selection-protest-protocols. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

9.3 Limited Debriefs

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

9.4 Instructions to the Apparently Successful Consultant(s)

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

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

9.5 Checklist of Requirements Prior to Award

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)

9.6 Taxpayer Identification Number and W-9

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

http://www.irs.gov/pub/irs-pdf/fw9.pdf

9.7 Insurance Requirements

• 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. 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 Applicant response that fails to comply with the instructions.

10.1 Registration into the Online Business Directory

If applicable and if you have not previously done so, register at: http://www.seattle.gov/obd The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, email FAS_PC@seattle.gov.

10.2 Pre-Submittal Information Session

The City offers an optional pre-submittal information session at the time, date and location on page 1. Applicants are highly encouraged to attend but are not required to attend to be eligible to propose. The meeting answers questions about the RFP, the submission process, and clarifies issues. This also allows Applicants to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

This session will be recorded and posted to the OLS RFP website after the session. Requests for interpretation must be made no later than 7 days prior to the information session.

10.3 Questions

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

10.4 Changes to the RFP

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

10.5 Receiving Addenda and/or Question and Answers

It is the obligation and responsibility of the Applicant 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 Applicant 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.

10.6 Proposal Submittal

- Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- All pages are to be numbered sequentially, and closely follow the requested formats.
- The City does not page limits specified in Section 8: Response Materials and Submittal. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- 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.

10.7 Electronic Submittal

The City requires an electronic submittal in lieu of an official paper submittal.

- The electronic submittal is through this <u>Adobe Form</u>: (see also page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- Any risks associated with an electronic submittal are borne by the Applicant.

10.8 Applicant Responsibility to Provide Full Response

It is the Applicant's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Applicant is to provide all requested materials, forms and information. The Applicant is to ensure the materials submitted properly and accurately reflect the Applicant'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 Applicant 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 Applicant but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

10.9 Prohibited Contacts

Applicants shall not interfere in any way to discourage other potential and/or prospective Applicants 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 Applicant or another person acting on behalf of the Applicant) 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 Applicant that initiates such contacts may be rejected from the process.

10.10 License and Business Tax Requirements

The Applicant must meet all applicable licensing requirements immediately after contract award or the City may reject the Applicant. 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

- 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.
- 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).
- 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".
- 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.

- 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.
- 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
- You can find Business License Application help here: http://www.seattle.gov/licenses/get-a-business-license/license-application-help
- Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- 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.
- The licensing website is http://www.seattle.gov/licenses
- 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.
- 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 Applicant 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.

10.11 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.

10.12 Federal Excise Tax

The City is exempt from Federal Excise Tax.

10.13 No Guaranteed Utilization

The City does not guarantee utilization of any contract(s) awarded through this RFP process. The solicitation may provide estimates of utilization; such information is for Applicant 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 Applicant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

10.14 Expansion Clause

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

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 Applicant 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, and time extensions. 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.

10.15 Effective Dates of Offer

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

10.16 Cost of Preparing Proposals

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

10.17 Readability

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

10.18 Changes or Corrections to Proposal Submittal

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

10.19 Errors in Proposals

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

10.20 Withdrawal of Proposal

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

10.21 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.

10.22 Incorporation of RFP and Proposal in Contract

This RFP and Applicant'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 Applicant.

10.23 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.

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.

10.24 Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Applicants 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.

10.25 Insurance Requirements

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Applicants must promptly provide proof of insurance to the City upon receipt of the notice of intent to award. Applicants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Applicant is selected as a finalist. Applicants may elect to provide the requested insurance documents within their Proposal.

10.26 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/Applicants 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 Applicant also acknowledges that the City will have no obligation or liability to the Applicant 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.

10.27 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/fagcontractorexplan.htm.

Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities

Applicants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Applicant. 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 Applicants.

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.

10.28 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.

10.29 Notification Requirements for Federal Immigration Enforcement Activities

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- 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
- 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.

10.30 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 Applicants 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.

Mini Timeline:

Events	Date / Time
Optional Information Session and Q&A via Zoom	Aug. 30, 1:00-2:30 pm
Deadline for Questions	Sept. 19, 12:00 pm
Application Deadline	Sept. 26, 3:00pm
Optional Presentation	Oct. 4-6 Times to be booked

Submit your proposal here

Submission checklist:

- Cover Page
- Application Questions
- Budget
- Consultant Questionnaire
- Consultant Inclusion Plan
- Proof of Legal Business Name (if applicable)
- Contract Exceptions (optional)

Contact

Meredith Ruff OLS_RFP@seattle.gov (206) 256-5297

Attachment E

Part 1: Invoice and Data Report

(sample template from 2023 COEF reporting)

INVOICE DATE	INVOICE NUMBER	CONTRACT NUMBER	Contract Title	BILLING	G PERIOD
	24OLSCOXX_1	2024-OLSCO-XX	Community Outreach and Education Fund	January	1-31, 2024
OLS	Program Manager		Consultant C	Contract Administrator	
Name			Name		
Seattle Office of Labor Standards			Organization		
<u>Email</u>			<u>Email</u>		
810 Third Ave. Suite 375, Seattle W	/A, 98104		Address		
Contract Prior # to Date	Jan-24 Balance		Description	Rate	Total Cost

810 Third Ave. Sui	te 375, Seattle W									
Contract Maximum 2024	Prior # to Date	Jan-24	Balance		Description		Rate	Total Cost		
12	0	1	11	Monthly Base		\$	4,333.33	\$	4,333.33	
4	0	0	4	Quarterly Narrative Repo	orts	\$	1,354.75	\$	-	
25	0	2	23	Training on Labor Standa		\$	700.00	\$	1,400.00	
4	0	0	4	Restaurant Workers Know	w Your Rights Video	\$	600.00	\$	-	
1	0	1	0	OLS Retreat		\$	1,083.00	\$	1,083.00	
						TO	TAL Invoice Amount	\$	6,816.33	
		Base	-Budget Mo	nthly Installments	Objective Commitments Achieved		To	otal		
2023 Contract Bu	dget		\$52,0	00.00	\$26,402.00		\$78 <i>,</i>	402.00)	
Total Reimbursed	to Date		\$0	0.00	\$0.00		\$0	0.00		
Requested Amou	nt this Invoice		\$4,3	33.33	\$2,483.00		\$6,8	6,816.33		
2023 Contract Bal	ance to Date		\$47,6	566.67	\$23,919.00		\$71,·	,585.67		

INVOICE CERTIFICATION - I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Seattle, and that I am authorized to authenticate and certify to said claim.

Name	Signature	Date
(

						A	A						TOTAL
Reporting and Objective Commitments (shaded)	Jan	Feb	Mar	Anr	I	Activity Jun	Jul		Cont	Oct	Nov	Dec	IOIAL
f of hours of self Study of Seattle Labor Laws		reb	IVIdI	Apr	May	Juli	Jui	Aug	Sept	OCI	NOV	Dec	
	4												4
Conducting internal staff trainings on Labor tandards	0												0
hours prep for OLS Sponsored Event	5												5
Attending OLS Trainings & 1on1 Investigator Mtgs													0
DLS Meetings (1on1 Check In, Quarterly Meetings, Stakeholder Sessions, Strategic Enforcement Meetings)	1												1
Quarterly Narrative Report	0												0
Fraining on Labor Stadard	2												2
Restaurant Worker Know Your Rights Video	0												0
DLS Retreat	1												1
Lon1 Outreach (All Partners)	10												10
ublic Speaking at Community Events	1												1
Norker Community Event Participation	1												1
Meetings with Community Partners in Priority ndustries via in-person, workplace, and digital outreach	2												2
Social Media	5												5
News Articles	0												0
nfo Only Intake (worker doesn't want to report)	8												8
Referral to OLS (filed online or Community Intake)	4												4
eferral to Other Agencies or Organizations	3												3
Organization is Resolving Intake w/o OLS	1												1
Total COEF Worker Intakes	16												

Monthly Report Part 2

Widiting Report Fart 2													
Alleged Labor Violations Reported													
in Intakes	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
Minimum Wage	4												4
Paid Sick and Safe Time	4												4
Wage Theft	2												2
Fair Chance Employment	1												1
Commuter Benefits	0												0
Secure Scheduling	5												5
Hotel Worker Safety													0
Hotel Worker Protection from Injury													0
Hotel Worker Access to Medical Care													0
Hotel Worker Job Retention													0
Gig Worker Premium Pay													0
Gig Worker PSST													0
TNC Minimum Compensation													0
Grocery Employees Hazard Pay													0
Monthly Total	16												16
													0

Monthly Report Part 3

Industries of Worker Intakes	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL Workers
Construction													0
Food Services and Drinking Places	10												10
Health Care													0
Hotel & Motel													0
Manufacturing, Transportation & Warehousing TNC Drivers													0
App Based Workers													0
Personal & Repair Services													0
Retail & Grocery Stores	6												6
Security, building and grounds services													0
Other (please describe in notes)													0
No Information													0
Monthly Total													

OTES	

NOTES

Attachment E

Part 2: Training Log

(sample template from 2023 COEF reporting)

Sample Monthly Training Log

Organizatio	ın.	Date	Type of Training	Online/In Person	Training Name	Number of Workers in Training	Did you conduct Worker Survey? Yes or No? If No, please explain in Notes	worker survey		NOTES		this training	all of the law 3. These are I Seattle work	aws that apply	y Pl:	ace a 1 nex	t all of the laws	that were taugh	it in this training. T	hese are laws tha	t are industry spec	fic and do not appl	y to every Seattle	worker.
			(drop down list)	(drop down list)							Min Wage	Paid Sick and Safe Time	Wage Theft	Fair Chance Employment	Secure Scheduling	Commuter Benefits	Hotel Employee Protections 14.26	Hotel Employee Protections 14.27	Hotel Employee Protections 14.28	Hotel Employee Protections 14.29	Gig Worker Premium Pay	Gig Worker Paid Sick and Safe Time	Transportation Network Company Min Compensation	Grocery Employees Hazard Pay
															1									
											-		_											
	_											_			 									
	_										-		_		1									_
											+		_		1									
											1				1									
												1			1									
											!	<u> </u>			<u> </u>									
													_											
						-					1	-	_		1						1			-
	_					1			l		1	+	+		 	-				-	-			
						+			 		-	+	+		+						 			_
	_										1	1	+		1									
											t -		1		t -									

Attachment E

Part 3: Quarterly Narrative

(sample template from 2023 COEF reporting)



COEF Quarterly Narrative

Q1: January – March 2024

1. Worker Stories and Quotes

- a. Do you have any worker stories that highlight the impact of your outreach and education work these past three months?
- b. Are there any worker quotes you would like to share with OLS?

2. Challenges

a. What challenges have you experienced this quarter in your outreach and education work? How will you address these challenges in the next three months?

and/or

b. What challenges have you observed for community members this quarter in understanding and accessing their labor rights?

3. OLS Materials

- a. Have you used any materials from the OLS website this quarter?
 - i. Do you have suggestions for updates to existing materials or new materials from OLS?
- b. Have you used any translated materials from the OLS website this quarter?
 - i. If so, what materials have you used and do you have any feedback about the quality of the translations? (i.e. Fact Sheets, Q&A's, etc.)
 - ii. Are there any languages that OLS should translate its materials into to reach more workers in that demographic? Please cite which materials should be translated and in what languages.
- 4. Based on your experience this quarter, are there any needs or services you would like to be able to provide to workers that you are not able to due to capacity and funding? Please share and include resources required to address these needs.
- 5. What are the responses you are getting from workers in the industries below when they learn about their rights? Do you see any trends? Are there ideas or plans for any industry strategic approach to supporting these workers more in the next quarter?
 - a. Restaurant and Food Service workers
 - b. Contingent and Gig workers



- c. Other (depending on quarter)
- 6. **(For collaboratives only)** How has Collaborative been working inter-organizationally this quarter? What are some strengths of Collaborative and what are some areas of growth or improvement? Are there future projects or plans for collaboration?
- 7. What leadership prep and training did you do this quarter? Can you share one leadership story with us?
- 8. Are there any political or social events that are impacting workers and your outreach to them? (in a positive or negative way)

Attachment E Part 4: Expenditure Report

YEAR-END EXPENDITURE REPORT

Consultant Name:	Date:	
Reporting Period:	Contract # and Project Name:	
Person Completing Form & Title:	Phone Number:	

Instructions:

- 1. List the total receipts/reimbursements received from the Office of Labor Standards (OLS) under the contract.
- 2. List actual expenditures of contract funds by activity category.
- 3. Answer the question below regarding projected excess payment (described in EXHIBIT A: SCOPE OF WORK, item #11 Reporting Guidelines).
- 4. Provide an explanation of why excess payment is projected, if applicable.
- 5. Sign the report (must be signed by an authorized signer) and submit to the contract Labor Standards Engagement Specialist by the deadline outlined in Scope of Work.

Reporting Period	Total Project Receipts/ Reimbursements
January - December 2024	\$0.00

Reporting Period	ACTIVITY CATEGORIES	Total Project Expenditures
January - December 2024	1) Personnel	\$0.00
January - December 2024	2) Other Expenses*	\$0.00
	TOTAL EXPENDITURES	\$0.00

^{*} Please use the accompanying itemization sheet to document expenses.

REIMBURSEMENTS LESS EXPENDITURES (Excess Payment)	\$0.00
---------------------------------------------------	--------

^{*} Includes expenses paid to subcontracts with individuals or agencies to perform specified work regarding this program.

Are reimbursements projected to exceed or fall below actual expenditures by more than 10% or more than \$10,000 at year end? (highlight one)

If yes, provide a narrative explanation for this variance from the negotiated contract budget:											
my knowledge and belief a	I, the undersigned, do hereby certify under penalty of perjury under the lafter diligent inquiry, that the expenditure information provided is accurate and certify the information.										
authorized to authenticate	and certify the information.										
Print Name	Authorized Signature	Date									
Reviewed by OLS Labor St	andards Engagement Specialist:										
Print Name	Signature	Date									

2024 Expenses-Budge	t Final Racad									2025 Expenses-Budget F	inal Racad								
•																			
Upon Awar	<u>'d</u>	2024 Expenses	-6 Month Actual			2024 Expense				Upon Award	2025 Expenses	s-6 Month Actual			2025 Expense				
Item	Approved COEF Funding	Actual COEF Payments	Actual Expenses	Variance \$ Amount	Variance %	Actual COEF Funding	Actual Expenses	Variance \$ Amount	Variance %	ltem	Item Requested COEF Funding Act		Actual Expenses	Variance \$ Amount	Variance %	% Actual COEF Funding Actual Expe		Variance \$ Amount	Variance %
	Personnel Expenses (Autopopulates from Personnel Detail Budget)													-	-	•		-	
Salaries & Wages	\$ -		\$-	#VALUE!	#VALUE!		\$-	#VALUE!	#VALUE!	Salaries & Wages				\$ -	#DIV/0!			\$ -	#DIV/0!
Personnel Benefits	\$ -		\$-	#VALUE!	#VALUE!		\$-	#VALUE!	#VALUE!	Personnel Benefits				\$ -	#DIV/0!			\$ -	#DIV/0!
Totals per Year	\$ -		\$-	#VALUE!	#VALUE!		\$-	#VALUE!	#VALUE!	Totals per Year				\$ -	#DIV/0!			\$ -	#DIV/0!
				SUPPLIES, C	THER SERVIC	ES & CHARGES								•	•	-		•	
Office Supplies										Office Supplies									
Operating Supplies ³										Operating Supplies ³									
Repairs & Maintenance Supplies								1		Repairs & Maintenance Supplies									
Expert & Consultant Services								1		Expert & Consultant Services									
Independent Contractors*								1		Independent Contractors*									
Data Processing										Data Processing									
Other Professional Services ⁴										Other Professional Services ⁴									
Telephone										Telephone									
Postage										Postage									
Automobile Expense										Automobile Expense									
Convention & Travel										Convention & Travel									
Advertising										Advertising									
Printing & Duplicating										Printing & Duplicating									
Insurance										Insurance									
Public Utility Services										Public Utility Services									
Repairs & Maintenance										Repairs & Maintenance									
Rentals - Buildings										Rentals - Buildings									
Rentals - Equipment										Rentals - Equipment									
Education Expense										Education Expense									
Other Miscellaneous Expenses ⁵										Other Miscellaneous Expenses ⁵									
Administrative Costs/Indirect Costs	s ⁶									Administrative Costs/Indirect Costs ⁶									
SUBTOTAL - SUPPLIES, OTHER										SUBTOTAL - SUPPLIES, OTHER									
SERVICES & CHARGES	\$ -									SERVICES & CHARGES	\$ -								
TOTAL EXPENDITURES	\$ -									TOTAL EXPENDITURES	\$ -								

^{*} Organizations utilizing independent contractors must demonstrate compliance with Seattle's Independent Contractor Protections Ordinance, including sufficient evidence of proper classification as Independent Contractor.

ldentify specific funding sources inc	luded under the	er the		
	\$			
	\$			
	\$			
	\$			
Total	\$			
Other Miscellaneous Expenses - Ite	mize below:	:		
Other Miscellaneous Expenses - Ite	mize below:	:		
Other Miscellaneous Expenses - Ite	mize below: \$ \$:		
Other Miscellaneous Expenses - Ite	mize below: \$ \$ \$:		
Other Miscellaneous Expenses - Ite	mize below: \$ \$ \$ \$:		

2024 Personnel Expenses-Projected										ersonne	l Expens	es-Actual First	6 Montl	าร				2024 P	2024 Personnel Expenses-Actual EOY								
Organizati	ions's Full-		hours/week	Amount b	y Fund So	urce(s)			Organizati	ions's Full-		hours/week	Amount b	y Fund Sou	ırce(s)			Organizati	ions's Full	-	hours/week	Amount b	by Fund Soເ	ırce(s)			
Position Ti	FTE	# of Hours Employed	Hourly Rate	Requeste Other Other Other d COEF Fund Fund Fund Total Funding Source Source Source Program F							# of Hours Employed		COEF	Fund	Fund	Other Fund Source	Total Program	Position Title	FTE	# of Hours Employed	Hourly Rate	Requeste d COEF Funding	Other Fund Source	Other Fund Source	Other Fund Source	Total Program	
								\$ -									\$-									\$-	
								\$ -									\$-									\$-	
								\$ -									\$-									\$-	
								\$ -									Ş-									Ş-	
								\$ -							+		Ş-	1								Ş-	
Subtotal -	Folorios 9	Magas		\$ -	\$ -	\$ -	\$ -	\$ - \$ -	Cubtotal	Salaries & V	Magas		Ś-	ć	ė	Ś-	\$- \$-	Cubtotal	Calarias 9	Magas		ċ	ć	ċ	ė	\$- ¢	
Personne) -	 \$ -	\$ -	\$ -	 		el Benefits:			-	3 -	>-)) -] 3 -	Subtotal - Salaries & Wages \$- \$- \$- \$- \$- \$-									
FICA	i bellellts	•						T\$ -	FICA	dellellts.							lė_	FICA	Bellelit	5.						lė_	
Pensions/	Retiremen	+						\$ -		Retirement							ς ₋	Pensions/	Ratiramai	nt .						\$- \$-	
Industrial								\$ -	Industrial								\$-	Industrial								\$-	
Health/De								\$ -	Health/De								\$-	Health/De								\$-	
Unemploy		pensation						\$ -		ment Comp	ensation						\$-			npensation						\$-	
Other Emp								\$ -		ployee Bene							\$-	Other Em								\$-	
Subtotal -	Personnel	Benefits:		\$ -	\$ -	\$ -	\$ -	\$ -	Subtotal -	Personnel B	Benefits:		\$-	\$-	\$-	\$-		Subtotal -				\$-	\$-	\$-	\$-	\$-	
TOTAL 202	24 PERSON	NEL COSTS (SA	LARIES & BENEFITS):	\$ -	\$ -	\$ -	\$ -	\$ -	TOTAL 202	24 PERSONN	NEL COSTS (S	ALARIES & BENEFITS)	: \$-	\$-	\$-	\$-	\$-	TOTAL 202	24 PERSOI	NNEL COSTS (SA	LARIES & BENEFITS):	\$-	\$-	\$-	\$-	\$-	

2025 Personnel ExpensesProjected									2025 P	ersonn	el Expens	es-Actual First	6 Montl	ns			2025 Personnel Expenses-Actual EOY									
Organizatio	ons's Full-		hours/week	Amount b	y Fund So	urce(s)			Organizati	ions's Full-		hours/week	Amount b	y Fund Sou	urce(s)			Organizat	ions's Full	-	hours/week	Amount b	oy Fund Soບ	ırce(s)		
Position Ti	FTE	# of Hours Employed	Hourly Rate		Other Fund Source	Other Fund Source	Other Fund Source	Total Program	Position Title FTE	FTE	# of Hours Employed			Fund	Fund	Other Fund Source	Total Program	Position Title	FTE	# of Hours Employed	Hourly Rate	Requeste d COEF Funding	Other Fund Source	Other Fund Source	Other Fund Source	Total Program
								\$ -									\$-									\$-
								\$ -									\$-									\$-
								\$ -									\$-									\$-
								\$ -									\$-									\$-
								\$ -									\$-									\$-
								\$ -									\$-									\$-
Subtotal - :				\$ -	\$ -	\$ -	\$ -	\$ -	Subtotal -				\$-	\$-	\$-	\$-	\$-	Subtotal -				\$-	\$-	\$-	\$-	\$-
Personne	Benefits	:							Personne	l Benefits	5:							Personne	el Benefit	s:						
FICA								\$ -	FICA								\$-	FICA								\$-
Pensions/F		t						\$ -	Pensions/								\$-	Pensions/								\$-
Industrial I								\$ -		Insurance							\$-	Industrial		!						\$-
Health/De								\$ -	Health/De								\$-	Health/D								\$-
Unemploy								\$ -			pensation						\$-			npensation						\$-
Other Emp				1				\$ -	Other Emp						1		\$-	Other Em					1		1	\$-
Subtotal -				\$ -	\$ -	\$ -	\$ -	\$ -	Subtotal -				\$-	\$-	\$-	\$-	\$-	Subtotal -				\$-	\$-	\$-	\$-	\$-
2025 TOTA	L PERSON	NEL COSTS (SA	ALARIES & BENEFITS):	\$ -	\$ -	\$ -	\$ -	\$ -	TOTAL 202	25 PERSON	INEL COSTS (S	ALARIES & BENEFITS)	: \$-	\$-	\$-	\$-	\$-	TOTAL 20	25 PERSO	NNEL COSTS (SA	LARIES & BENEFITS):	\$-	\$-	\$ -	\$-	\$-

COMBINED TOTAL PERSONNEL COSTS (SALARIES & BENEF \$ - \$ - \$ - \$ -