

# Request for Quotation

ISSUE DATE: June 1st, 2017



Department of Community and Human Services 401  
Fifth Avenue, Suite 500  
Seattle, WA 98104

## Request for Quotation (RFQ)

Title: Strengthening Immigrant and  
Refugee Community Organizing  
through Networked Organizations

Due Date:

June 22, 2017

The scope of work for this RFQ is to establish contracts to strengthen networked and backbone organizations that are supporting and connecting many others in our community to one another. This includes working closely with the Equity and Social Justice team in King County on all elements of the plan. It also includes attending some meetings with the appointed staff.

Quotations are hereby solicited and will **only** be received in accordance with Section 5.

## **SECTION 1 Instruction to Bidders**

### **1.1 Introduction**

The purpose of this Request for Quotation is to establish contracts to strengthen networked and backbone organizations that are supporting and connecting many others in our community to one another. This support can include:

- A. Efforts in King County towards the creation of information and resource hubs for our region to coordinate information for members of the immigrant and refugee communities as well as supporting ways for more people and organizations to be a part of this movement.
- B. Scaling efforts to convene immigrant and refugee communities to strengthen community response to unanticipated, and emerging challenges that affect the safety, security, and rights of immigrants and refugees.
- C. Centralizing best practice materials for trainings and awareness and Know Your Rights workshops, and developing tool kits to make available for use in King County.
- D. Support informational trainings for service providers in King county to help prepare providers to build safer and welcoming communities: public health providers, community service organizations, elected officials and etc.

### **1.2 Alterations to Document**

Any addition, limitation or provision made or attached to the quotation may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the quotation package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

### **1.3 Electronic Commerce and Correspondence**

King County requires that all eligible bidders for this RFQ be registered as a King County vendor before submitting a quotation.

King County Procurement & Payables Section features an Online Vendor Registration (OVR) program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to directly register their firm by creating a unique User ID.

Full information on vendor registration is available at the website.

[www.kingcounty.gov/procurement](http://www.kingcounty.gov/procurement)

Please call (206) 263-9400 or email [procurement.web@kingcounty.gov](mailto:procurement.web@kingcounty.gov) for assistance on registering your company with King County.

### **1.4 Examination of Quotation Documents**

The submission of a quotation shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the RFQ, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its quotation or to any Contract awarded pursuant to this RFQ.

No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFQ.

### **1.5 Cost of Quotation and Samples**

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of quotations submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

### **1.6 Quotation Effective Date**

All quotations submitted shall be firm quotations for a minimum period of 90 days after the due date, unless otherwise stated in writing in the quotation. The County may request a Bidder grant an extension of the quotation effective period.

### **1.7 Quotation Price and Tax**

The quotation price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this RFQ.

Quotation Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales tax shall be included in the quotation price. The County shall pay any Washington State sales taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the quotation price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

### **1.8 Questions and Interpretation of the RFQ**

No oral interpretations of the RFQ will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Project Manager no later than the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

**Days**, as referenced in this document, are calendar days unless otherwise specified.

## **SECTION 2 Quotation Evaluation and Contract Award**

### **2.1 Evaluation of Quotation**

Quotations will be evaluated by the County to determine which quotation, if any, may be deemed to be the most cost effective responsive quotation from a responsible bidder, and should be accepted in the best interest of the County.

In the event of a discrepancy between the unit price and the extended amount for a quotation item, the unit price will govern.

### **2.2 Responsive and Responsible**

Responsive

The County will consider all the material submitted by the Bidder, and evidence it may obtain

otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this RFQ.

#### Responsible

In determining the responsibility of the bidder, the County may consider:

- The ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award);
- The character, integrity, reputation, judgment and efficiency;
- History of relationships with immigrant and refugee communities, providing services to support members of the community and playing a leading role in coordinating and centrally supporting immigrant and refugee issues.
- Financial resources to perform the contract properly and within the times specified;
- The quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- Compliance with federal, state and local laws and ordinances relating to public contracts;
- Other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a quotation.

### 2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

### 2.4 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the quotation.

- [Internal Revenue Service Form W-9 \\*](#)
- **Certificate of Insurance and Endorsement \*** – Have Insurance Agent e-mail or Fax to Project Manager evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this RFQ.

\*If not on file with the County

### 2.5 Rejection of Quotations

The County reserves the right to reject any quotation for any reason or to waive informalities and irregularities in quotations.

In consideration for the County's review and evaluation of its quotation, the Bidder waives and

releases any claims against the County arising from any rejection of any or all quotations, including any claim for costs incurred by Bidders in the preparation and presentation of quotations submitted in response to this RFQ. In addition, Bidders waive the costs of providing additional information requested.

## **2.6 Public Disclosure of Quotation**

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.7 Contract Award**

Contract award, if any, will be made by the County to the responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any quotation, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

# **SECTION 3 Standard Contractual Terms and Conditions**

## **3.1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Project Manager for response.

## **3.2 Contract Amendments**

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended

scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

### **3.3 Invoices and Payment**

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **3.4 Rejection of Goods or Services**

After award, the Project Manager or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the quotation. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

### **3.5 Re-procurement Costs**

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

### **3.6 Termination for Convenience/Default/Non-appropriation**

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations. King County is not required to accept goods if the contract is terminated for convenience.

**B. Termination for Default**

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner. King County is not required to accept goods if the contract is terminated for default.

**C. Termination for Non-Appropriation**

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effective. If this Contract is terminated



for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year. King County is not required to accept goods if the contract is terminated for non-appropriation.

### **3.7 Force Majeure**

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

### **3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

### **3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and



liabilities of the Contract, known and unknown, and applicable law.

### **3.10 Indemnification and Hold Harmless**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained

herein shall survive the expiration, abandonment or termination of this Contract.

- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

### **3.12 Conflicts of Interest and Non-Competitive Practices**

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.13 Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10<sup>th</sup>) Day following receipt by the Project Manager.

In the event the Contractor disagrees with the determination of the Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

### **3.14 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$750,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Single Audit requirements, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and 2 CFR 200, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$750,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

### **3.15 Other Public Agency Orders**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **3.16 Environmental Purchasing Policy**

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

### **3.17 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

### **3.18 Patents and Royalties**

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

### **3.19 Supported Employment Program**

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your quotation. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

### **3.20 Nondiscrimination and Equal Employment Program**

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

### **3.21 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **3.22 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid

under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

## **SECTION 4      Specific Contractual Terms & Conditions**

### **4.1      Contract Value**

The value of this contract is not to exceed \$25,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this RFQ.

### **4.2      Contract Term**

The term of this Contract will be June 28<sup>th</sup>, 2017 – June 28<sup>th</sup>, 2018.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

### **4.3      Insurance Requirements**

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency; Employers Liability Stop Gap: \$1,000,000.

Contractor's Pollution Liability: \$1,000,000 per occurrence / aggregate, with Asbestos/lead/PCB Abatement Liability of \$1,000,000.

Except for Workers Compensation, the county, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

## **SECTION 5      Project Specifications**

### **5.1 Project Background and Scope of Work**

Providing equitable opportunities for all communities and individuals to realize their full potential is one of King County's goals under its Strategic Plan.

In April of 2017 the Metropolitan King County Council passed Ordinance 18499, which passed a total of \$750,000 in support rapid response of immigrant and refugee communities and services. \$300,000 of these funds are made available strictly for legal defense for people in need of legal representation. These \$300,000 for legal defense funds will be made available through an RFP with the City of Seattle, Office of Immigrant and Refugee Affairs. \$350,000 of these funds have been made available through a RFP from The Seattle Foundation, Resilience Funds. An additional \$100,000 is to be made available through this Request for Quotation directly from the Office of Equity and Social Justice aimed at strengthening networked and backbone organizations that are supporting and connecting many others in our community to one another. This support can include:

- A. Efforts in King County towards the creation of information and resource hubs for our region to coordinate information for members of the immigrant and refugee communities as well as supporting ways for more people and organizations to be a part of this movement.
- B. Scaling efforts to convene immigrant and refugee communities to strengthen community response to unanticipated, and emerging challenges that affect the safety, security, and rights of immigrants and refugees.
- C. Centralizing best practice materials for trainings and awareness and Know Your Rights workshops, and developing tool kits to make available for use in King County.
- D. Support informational trainings for service providers in King county to help prepare providers to build safer and welcoming communities: public health providers, community service organizations, elected officials and etc.

### **5.2 Schedule & Procurement Process**

- June 1st , 2017– Release of RFQ
- June 22, 2017 – Due date for RFQ submission
- June 23-27, 2017 – RFQ Evaluation
- June 28<sup>th</sup> , 2017 – Notification of selected vendor

### **5.3 Criteria for Evaluation**

- 1- Cost Effectiveness.
- 2- Experience with developing and writing implementation plans for similar projects.



- 3- The Respondent's ability to address the needs of scope of work, including a work plan that addresses specific milestones and metrics for achieving those milestones.

#### **5.4 Submittals**

A complete response to this RFQ will include the following:

1. Cover letter, including
  - a. RFQ Title
  - b. Other information the Respondent wishes to include, provided that the letter length does not exceed two (2) pages.
2. Summary of Respondent's qualifications to complete the proposed scope of work including qualifications of key personnel to be assigned to the project.
3. Project Background and Scope of Work as proposed in Section 5.1
4. Detailed Project Budget.
5. Customer List - List the names, addresses, contact persons and telephone numbers of community leaders from immigrant and refugee communities with whom the Bidder has provided similar services, preferably in King County.

##### **5.4.1 Submittals Procedures**

All Quotations should be submitted via email to Bookda Gheisar, Immigrant and Refugee Policy & Strategy Analyst, Office of Equity and Social Justice, King County Executive Office at [bgheisar@kingcounty.gov](mailto:bgheisar@kingcounty.gov) no later than 4:00pm on June 22nd, 2017. Proposals submitted after this deadline will not be considered.

Complete submissions will include all items described in Section 5.4. Incomplete submissions will not be considered.

Questions regarding this RFQ may be posed via email to Bookda Gheisar, Immigrant and Refugee Policy & Strategy Analyst, Office of Equity and Social Justice, King County Executive Office at [bgheisar@kingcounty.gov](mailto:bgheisar@kingcounty.gov).

## **SECTION 6 Quotation Response**

### **6.1 Rules of Price Evaluation**

Quotations meeting all requirements of this RFQ will be evaluated on price and the criterion in Section 5.3. Quotations stating price in effect at the time of shipment will not be accepted.

### **6.2 Pricing**

King County is using an expedited purchasing approach for this services contract. Therefore, the minimum quotation for this project is \$.01 and maximum contract cost can be no more than \$25,000 including all costs of services, sales tax and transportation. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

### **6.3 Customer List and Interviews**

List the names, addresses, contact persons and telephone numbers of community leaders



from immigrant and refugee communities with whom the Bidder has provided similar services, preferably in King County.

The Project Team will select from among these contacts and may choose to conduct interviews with them. Should any customer interview responses be found unsatisfactory, King County, at its sole option, may reject that bidder's quotation. King County shall be the sole judge in determining a satisfactory/ unsatisfactory customer interview response. **A contact list must be submitted with quotation.**

