



# City of Seattle

## REQUEST FOR PROPOSALS

### Consultant Contract

#### I-5 Lid Feasibility Study

### Procurement Schedule

Table 1: Procurement Schedule

| Schedule of Events  | Date/Time   |
|---|-------------|
| Solicitation Release  | December 13 |
| Optional<br>Pre-Submittal Conference<br><b>3<sup>rd</sup> Floor City Hall, 10:30am</b><br><b>Conference room 370</b><br><b>Seattle City Hall, 400 4<sup>th</sup> Avenue</b> | December 20 |
| Deadline for Questions  | January 11  |
| RFP Response Deadline   | January 28  |
| Interviews  | February 15 |
| Announcement of Successful Proposer   | February 19 |
| Anticipated Negotiation Schedule  | February 21 |
| Contract Execution  | February 28 |

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

# Procurement Contact Information

Procurement Contact:  
 Lyle Bicknell, Principal Urban Designer, [lyle.bicknell@seattle.gov](mailto:lyle.bicknell@seattle.gov) 206 684 0763

**Table 2: Delivery Address**

**It is important to use the correct address for the delivery method you chose.**

| Fed Ex & Hand Delivery - Physical Address   | US Post Office - Mailing Address                                   |
|---|--|
| Lyle Bicknell<br>Office of Planning and Community Development<br>600 Fourth Avenue, Floor 5<br>Seattle, Washington, 98104 | Lyle Bicknell<br>P.O. Box 94788<br>Seattle, Washington, 98124-7088 |

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

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# 1. Purpose and Background.

## Purpose

The purpose of this RFP is to seek consultant services to support the I-5 Lid Feasibility Study. This study will investigate structural, urban design and financial solutions necessary to bridge the existing highway and reconnect neighborhoods. The contract amount is anticipated to be \$1 million to \$1.2 million. The contract will be administered by the City of Seattle, Office of Planning and Community Development. OPCD contact: Lyle Bicknell, (206) 684-0763, lyle.bicknell@seattle.gov

## Background

The lidding, or covering, of Interstate 5 (I-5) in central downtown Seattle is an opportunity to improve a publicly-owned right of way by creating land for a variety of uses such as affordable housing, open space, transportation, civic facilities and commercial development. Existing lids in the area—the ground-breaking Freeway Park and the Washington State Convention Center—are precedents for this solution, spanning over I-5 to reconnect the street grid, improve pedestrian and bicycle mobility, expand open space, and create activity and opportunity while mitigating freeway noise.

The City and the proponents advocating for lidding I-5 recognize that it will require a multi-year, multi-phase approach, with significant consensus-building, technical analysis, inter-agency coordination and a viable financing strategy. The first phase of the project, and the only phase currently funded, is a Feasibility Study, for which the City is seeking a highly qualified consultant team. Funding for the Study was secured by the community proponents for lidding the interstate, the advocacy group “Lid I-5,” as part of the Public Benefits Package resulting from expansion of the nearby Washington State Convention Center.

The Feasibility Study will identify and evaluate development program options, conceptual design solutions, and technical requirements for different lidding scenarios, as well as the associated capital and operating costs, financing options and potential phasing approaches and/or schedules.

## OBJECTIVES

This work will be guided by the following value propositions:

- Reconnect neighborhoods separated by I-5 through the creation of new development and public spaces.
- Connect to the Washington State Convention Center and Freeway Park lids to create a seamless urban experience.
- Support other City of Seattle and community objectives, potentially including the creation of affordable housing; new and expanded park space and recreation facilities, including sports fields; other community-serving uses; and commercial development.
- Reestablish the street grid and improve mobility, safety and access for all modes.
- Support a variety of building typologies found in the surrounding context, including low-, medium-, and high-rise buildings.
- Support a variety of landscape typologies including parks with intensive planting and active recreation as well as those that support habitat and manage run-off.

- Mitigate the environmental impacts of I-5 including air, water and noise pollution.
- Create outcomes that reduce or eliminate existing inequities, identify strategies to prevent residential displacement, and provide inclusive public spaces that are welcoming and accessible to all.
- Support and improve the long-term safety and functionality of I-5 as the primary north-south connection through the city, region and state, serving passenger vehicles, transit and freight.
- Reduce or eliminate safety conflicts between vehicles, people on bikes, and people on foot, especially at I-5 entry and exit points.
- Provide opportunities for utility infrastructure otherwise limited by I-5.

In achieving these objectives, the study will integrate with other work efforts, such as the Freeway Park improvements, being funded through the public benefits package as well as related urban design initiatives, including the Terry Avenue Promenade, Melrose Promenade, and the Pike/Pine Renaissance.

The intent of the study is to produce a preliminary but credible technical analysis that identifies design opportunities and constraints; provides a range of development and structural alternatives; and generates viable economic models that can lead to implementation. It will not define a preferred alternative or articulate a “go/no-go” recommendation.

## **STUDY AREA**

The proposed Study Area is illustrated in Attachment A, extending from Denny Way to Madison Street along the I-5 corridor.

## **CONSULTANT SELECTION**

The consultants will be selected by the City in a standard qualifications-based process. The Consultant Team should demonstrate expertise, at a minimum, in the following disciplines:

- Structural engineering, including seismic analysis and retrofits
- Civil engineering/Utilities
- Real estate and development economics,
- Urban planning and design, including land use law
- Landscape architecture, including green stormwater systems
- Environmental analysis
- Transportation planning and operational analysis
- Road traffic noise analysis and abatement
- Cost estimating

The consultant team should have familiarity with design of highway bridges and tunnels; the permitting and scheduling of large infrastructure projects; and the standards, design processes, methodologies and tools used by WSDOT, SDOT and other city and state agencies relevant to the bidding process. Basic understanding of the service and system requirements of Seattle Public Utilities, Seattle City Light and franchised utilities is also desirable.

## 2. Performance Schedule.

This contract is anticipated to commence in February of 2019 and run 12 -14 months.

## 3. Solicitation Objectives.

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

The most qualified consultant to produce a feasibility study for lidding I-5 within the constraints of budget and timeframe.

## 4. Minimum Qualifications.

The project manager shall have a minimum 15 years experience with relevant projects of similar size and scope.

The team shall have 10 years professional experience in each of the following disciplines: civil engineering; structural engineering; urban design and real estate development.

The team shall demonstrate their experience using examples of relevant projects in complex urban environments in cities similarly sized or larger than Seattle within the last ten years.

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

## 5. Scope of Work.

The feasibility study is composed of the following parts, which will be implemented through an iterative process as proposed by the consultant team. In other words, this is not a linear list of tasks; each area of work will need to inform the others within a clearly defined and well-managed process, with clear milestones.

### **Part A: Assessment**

- 1) Document and evaluate existing infrastructure and geotechnical conditions.
- 2) Evaluate the relative cost, schedule and permitting requirements, and constructability differences between:
  - a. Building a lid over the existing freeway, including assessment of the existing freeway structures, roadways, retaining walls, bridges, ramps, utilities, etc. and if lid construction would necessitate repair, upgrade, or reconstruction of any existing freeway structures in light of seismic considerations, operations or general structural conditions.

- b. Building the lid as part of an overall rehabilitation of I-5 and what opportunities exist in re-designing the freeway to achieve optimal lid configurations.
- 3) Understand the ventilation and life safety requirements for different lid lengths, including tunnels, and their relative cost, schedule and permitting requirements, and constructability differences.
- 4) Compilation and analysis of relevant case studies and best practices for lids built separately from original freeway construction and those integrated into freeway rehabilitation projects.

## **Part B: Scenario Analysis**

- 1) Analysis of the structural and civil engineering requirements for multiple development options on different portions of the lid, considering changes in grade within and adjacent to the site and potential design responses.
- 2) Develop design alternatives to achieve the stated Lid objectives. Alternative development programs should be based on building and landscape typologies represented in the urban pattern surrounding the project site. This will require collaboration between the City, the structural engineering team and the architectural, landscape, and urban design consultants.
- 3) Preliminary engineering analysis of utilities and infrastructure systems required to service typical building and landscape typologies, as well as opportunities for system improvements resulting from the lid's development.
- 4) Preliminary analysis of different scenarios relative to the basic operations of the freeway and access points with consideration of column placement, vertical clearances, and construction impacts. Analysis should identify anticipated impacts as well as opportunities afforded by re-designing the freeway and/or entry/exit points to achieve optimal lid configurations.
- 5) Analysis of different scenarios' impacts on adjacent neighborhoods, including transportation, potential displacement impacts and strategies to help ensure equitable outcomes.

## **Part C: Finance and Management**

- 1) Economic analysis including construction costs as well as entitlements/air rights and property needed for implementation. Factor in economic benefits, such as increase to value of existing land, value of land created through lidding, and potential economic impact for both public and private entities.
- 2) Identify maintenance obligations and costs for the lid structure, including maintenance and the impacts to the lid structure resulting from different development scenarios, and propose sustainable operations and maintenance models.
- 3) Define potential management models, including coordination with WSDOT and their current and forecasted maintenance and capital improvement work on I-5.
- 4) Identify potential funding strategies and sources, including revenue from ground leases and sales of parcels for public and private development; public-private partnerships; local improvement districts; and other strategies.

- 5) Identify follow-up steps required to refine the project vision with cost estimates that can be used for budgeting purposes. Identify required permits needed for construction and any regulatory constraints that might impact project design, timeline and/or feasibility.

#### **Part D: Visualization**

- 1) Present information from the Scenario Analysis in a manner that allows for:
  - a. Evaluating a scenario on any portion of the lid.
  - b. Evaluating a portion of the lid for any scenario.

Tools used for visualization could include, but are not limited to: Unearth Labs, Tableau, or Citybldr, as well as 3D modeling tools such as Rhino.

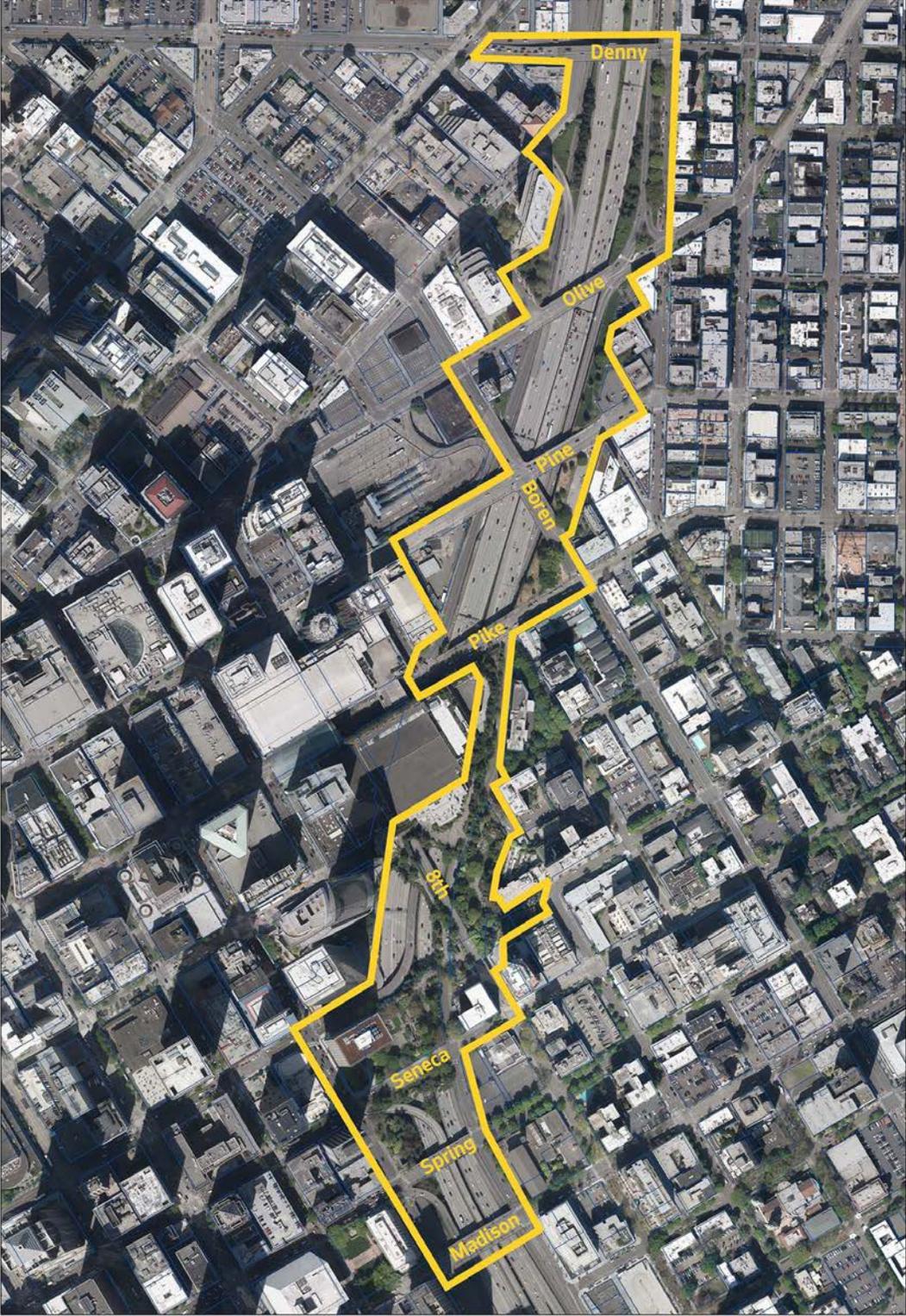
- 2) Present information with text and graphics understandable to both the general public and professionals. Graphics should include tables, charts, and maps, as well as basic 3-dimensional representations of schematic framing and massing of both the lid engineering and the engineering of components supported by the lid. Additionally, graphics and other information should depict changes in modal networks, travel patterns, etc.

Visualizations should be accessible by all and be useable as an outreach and engagement tool in future phases.

#### **Part E: Communication and Engagement**

- 1) Work with the City team to support the work of the I-5 Lid Feasibility Study Committee, including development of meeting agendas and supporting materials; presentations; meeting facilitation; and meeting summaries. The Committee will be formed by the City in advance of the project's launch. A critical first step will be to review and refine the proposed scope, approach and schedule with the Committee as well as the City staff team to ensure it aligns with expectations.
- 2) Develop and manage a project website to clearly communicate the project's schedule, milestones and deliverables, and provide opportunities for community review and input at key steps in the process.
- 3) Support the work of the Department of Neighborhoods in conducting targeted equity outreach with populations that may be impacted by the Lid's development, including appropriate materials to support in-language outreach and engagement. The consultant team will be expected to provide relevant materials but will not lead this portion of the engagement work.
- 4) Provide clear and compelling public-facing documentation that helps communicate the study's results; helps people understand the potential costs and benefits, including how it may affect them, their property or their business; articulates next steps; and helps people understand how they can remain informed and involved.

Attachment A Project Area Map



## 6. Contract Modifications.

The boilerplate is not open to negotiation.

The City consultant contract is attached (See Attachments Section).

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

## 7. Procedures and Requirements.

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

### 7.1 Registration into the Online Business Directory

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

### 7.2 Pre-Submittal Conference

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

### 7.3 Questions.

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

### 7.4 Changes to the RFP.

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.

### 7.5 Receiving Addenda and/or Question and Answers.

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

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the

Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

### **7.6 Proposal Submittal.**

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

### **7.7 Hard Copy Submittal.**

Delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound copy and five (5) bound copies. In addition to the hard-copy submittals include one electronic copy of the submittal on a USB flash drive

The City will not accept Fax and CD copies as originals in lieu of paper submittals

- a. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person's name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
- b. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock.

### **7.8 Electronic Copy Submittal.**

See 7.7

### **7.9 Proposer Responsibility to Provide Full Response.**

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

### **7.10 Prohibited Contacts.**

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any

contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

### **7.11 License and Business Tax Requirements.**

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

#### **Seattle Business Licensing and associated taxes.**

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

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

**7.13 Federal Excise Tax.** The City is exempt from Federal Excise Tax.

**7.14 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 Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**7.15 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 Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

**7.16 Effective Dates of Offer.**

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

**7.17 Cost of Preparing Proposals.**

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

**7.18 Readability.**

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

**7.19 Changes or Corrections to Proposal Submittal.**

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

**7.20 Errors in Proposals.**

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

### **7.21 Withdrawal of Proposal.**

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

### **7.22 Rejection of Proposals.**

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

### **7.23 Incorporation of RFP and Proposal in Contract.**

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

### **7.24 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.

### **7.25 Equal Benefits.**

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

### **7.26 Women and Minority Subcontracting.**

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

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

### **7.27 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 Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

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

## **7.28 Proprietary Materials.**

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

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

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

### ***Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)***

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction

to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

### ***Requesting Disclosure of Public Records***

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

### **7.29 Ethics Code.**

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

#### **No Gifts and Gratuities.**

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

#### **Involvement of Current and Former City Employees.**

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

#### **Contract Workers with over 1,000 Hours.**

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

#### **No Conflict of Interest.**

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

#### **Campaign Contributions (Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov).

### 7.30 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/city-purchasing-and-contracting/social-equity/background-checks>.

### 7.31 Notification Requirements for Federal Immigration Enforcement Activities.

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

Such requests include, but are not limited to:

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

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

## 8. Response Materials and Submittal.

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

#### 1. **Mandatory - 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-cpcs-consultant-questionnaire.docx>

#### 2. **Proof of Legal Business Name (if applicable):**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms

below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

### 3. **Mandatory – Minimum Qualifications:**

In no more than three pages list each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

### 4. **Mandatory – Potential Inclusion Plan Disciplines:**

- Structural engineering, including seismic
- Civil engineering
- Real estate and development
- Urban planning and design
- Architecture
- Landscape architecture
- Environmental analysis

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx>

### 5. **Mandatory - Proposal Response:**

#### **The response**

This document details the submittal requirements for your proposal response.

Significant weight will be given how the team proposes to approach and address the scope elements, see section 5, and how the consultant team is structured to optimize outcomes.

The response portion should not exceed seven (7) pages

#### **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:**

1. Mandatory – Consultant Questionnaire.
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Minimum Qualifications Sheet
4. Mandatory – Consultant Inclusion Plan
5. Mandatory – Proposal Response (see Proposal Response Section, above).
6. Mandatory – Non-Disclosure Agreement form(s), signed (if applicable)

## 9. Selection Process.

### 9.1 Initial Screening

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

### 9.2 Proposal Evaluation

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

#### Evaluation Criteria:

|                        |     |
|------------------------|-----|
| Approach               | 30% |
| Organization Structure | 25% |
| Relevant Experience    | 15% |
| References             | 10% |
| Inclusion Plan         | 10% |
| Interviews             | 10% |

### 9.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact

### 9.4 References

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

### 9.5 Selection

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

### 9.6 Contract Negotiations

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached. See section 10.8 for standard consultant contract.

### **9.7 Right to Award to next ranked Consultant.**

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

### **9.8 Repeat of Evaluation:**

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

## **10. Award and Contract Execution.**

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

### **10.1 Protests.**

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

### **10.2 Protests – City Purchasing and Contracting Services.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/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.

### **10.3 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.

### **10.4 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.

### **10.5 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)

### **10.6 Taxpayer Identification Number and W-9.**

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

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

### **10.7 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>

### **10.8 Standard Consultant Contract Template**

Found here:

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