



# Seattle

## REQUEST FOR PROPOSALS

### Consultant Contract

**Project Title: Technical Analysis for Reconnect South Park**

### Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	9/7/22
Optional Pre-Submittal Conference <b>Teams Meeting, 2:00pm</b> <b>Invitation available upon request</b>	9/16/22
Deadline for Questions	9/24/22
Response Deadline	9/30/22
Interviews	Week of 10/18/22
Announcement of Successful Proposer(s)	10/27/22
Anticipated Negotiation Schedule	10/31/22
Contract Execution	11/4/22

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

#### **Mayor’s Executive Order 2021-08 Vaccination Requirements for City Contractors**

The Consultant, by submitting its Proposal, agrees that it will comply with Mayor’s Executive Order 2021-08, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, the Consultant shall submit the City provided Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax)) no later than 5 days prior to the start of the Work. During the performance of the Work, Consultant shall provide an updated Vaccine Attestation form upon the City’s request.

The Executive Order and Vaccine Attestation Form are incorporated herein and are available at: [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax).

All costs related to the Mayor’s Executive Order shall be considered included with or incidental to other Bid/Cost items.

# Procurement Contact Information

Procurement Contact: Cayce James, Strategic Advisor, cayce.james@seattle.gov

**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
Cayce James Office of Planning and Community Development 600 Fourth Avenue, Floor 5 Seattle, Washington, 98104	Cayce James Office of Planning and Community Development P.O. Box 94788 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.

The State has provided Seattle’s Office of Planning and Community Development (OPCD) with \$600,000 for the development of a Community Vision Plan and technical analysis on the potential removal or restructuring of State Route 99 through South Park. (Section 219 of [ESSB 5689](#)) This contract is for the technical analysis work, and there is a companion RFP for the Community Vision Plan development. The Scope of Work described in this RFP is for a maximum of \$300,000, depending on the final negotiated. The City intends to select one project team to conduct the entire Scope of Work, but may elect to divide the work into multiple sequential contracts. The companion RFP for the Community Vision Plan for up to \$300,000, and is open to neighborhood-based organizations that are active in the Duwamish Valley area of King County, WA (South Park, Georgetown, and nearby neighborhoods). During the negotiation process, the selected neighborhood-based organization will have the option to have an independent contract or to add their funding and scope to this contract(s) and work as a subconsultant. Under either scenario, the City will reserve \$50 thousand of the \$600 thousand available as a contingency. Please direct questions to: Cayce James, [cayce.james@seattle.gov](mailto:cayce.james@seattle.gov).

### Project Background:

South Park is a unique and beloved neighborhood that could not be mistaken for any other in Seattle. The majority of South Park residents are people of color, and about 25% are recent immigrants. A number of active and committed community groups give life to this distinct and dynamic neighborhood, and residents support one another by dedicating a tremendous amount of volunteer hours to advocacy and stewardship. However, South Park residents also face a number of environmental challenges, including pollution from nearby industrial activity, highways, and overhead flight paths. Cumulatively, these environmental burdens cause South Park residents to have a 13-year shorter life expectancy than residents of other Seattle neighborhoods. State Route 99 cuts diagonally across the neighborhood’s street grid and divides South Park in two. Living near highways has been shown to be very harmful to health and well-being, especially for youth and the elderly. South Park has the most youth per capita of any neighborhood in the city, and every place where neighborhood children congregate—the elementary school, two parks, the library, and the community center—is directly adjacent to State Route 99. In addition to pollution and health impacts, the highway also causes many public safety concerns and makes it difficult to walk or bike in the neighborhood. There is currently only one on-grade crossing point on a busy freight route and one pedestrian overpass. Reconnect South Park is a community-developed initiative aiming to address the current harms caused by State Route 99 and improve community health, well-being, and economic opportunity.

### Objectives:

The objective of this contract is to evaluate the current impacts of SR-99 in South Park and potential impacts of multiple alternative configurations. The team will evaluate these alternatives using many different considerations such as mobility, safety, environmental quality, health, and economic opportunity. We are also soliciting proposals for a neighborhood-based organization to lead a Community Vision Plan process that will engage interested parties from within the impacted residential, business, and industrial communities. These two bodies of work will inform one another. The goals and vision developed through the engagement process will inform which alternatives are studied and what evaluation methods are used or prioritized. This team will be responsible for

conveying the results of this analysis in accessible formats to then allow for a more informed engagement process.

#### Study Area:

Reconnect South Park developed with a focus on the segment of SR-99 that cuts through South Park from the connection with SR-509 to the north to the cloverleaf interchange at the intersection with Des Moines Memorial Dr S in the south. This study will need to additionally consider impacts and potential changes to 99/599 through Tukwila as well as East Marginal Way S. Traffic impacts will need to be assessed along alternative routes including SR-509 and I-5 as well as along nearby arterials, bridges, and local streets, including 14<sup>th</sup> Ave S. Health impact assessments will focus on the residential communities of South Park, Georgetown, Riverton-Boulevard Park, and Tukwila.

#### Alternatives Exploration:

As mentioned, the alternatives studied will be determined through engagement. There will be up to five alternatives studied, including a no action alternative. The alternative exploration may be developed to support a future EIS, but does not need to adhere to that format as part of this contract's scope. These alternatives may include:

1. A no action alternative. No changes are made.
2. A removal and rerouting alternative. The segment of SR-99 between the intersections with SR-509 and Des Moines Memorial Dr S is removed and traffic is diverted to alternative routes such as SR-509, E Marginal Way, and I-5, while discouraging additional freight traffic on 14<sup>th</sup> Ave S and the South Park Bridge. The land formerly occupied by SR-99 is used for grid reconnection and other land uses defined through stakeholder engagement, such as housing, retail, industry, and green space.
3. A redesign alternative. The segment of SR-99 cutting through the residential area of South Park is redesigned with improvements defined through community engagement. These could include additional intersections, safety improvements, sidewalks and multi-modal infrastructure, green infrastructure, and noise mitigation.
4. A cut-and-cover alternative. SR-99 is moved below grade through the residential portion of South Park and the area above the highway is converted to other land uses, similar to alternative 2.

This study will need to additionally consider impacts and potential changes to SR-99/599 through Tukwila as well as East Marginal Way S.

#### Consultant Selection:

The consultants will be selected by the City in a standard qualifications-based process. The Consultant Team should demonstrate expertise with the following topics:

- The Federal Reconnecting Communities Program and other efforts to address the disproportionate impacts of urban freeways on communities of color
- Environmental and Climate Justice
- Induced Demand
- Equitable Development and Anti-Displacement Strategies

The Consultant Team should also demonstrate experience, at a minimum, in the following disciplines:

- Transportation planning, traffic modeling, and operational analysis

- Public Health
- Environmental analysis and greenhouse gas emissions calculations
- Urban planning and design, including land use law
- Landscape architecture
- Road traffic noise analysis and abatement
- Cost estimating
- Civil and structural engineering
- Real estate and development economics
- Emergency Response modeling

The consultant team should have familiarity with 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 project.

## 2. Performance Schedule.

This contract is anticipated to commence in November of 2022 and run through January 1, 2025. See attachment for approximate timeline.

## 3. Solicitation Objectives.

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

The most qualified consultant to produce a technical analysis on alternatives for SR-99 in South Park that responds to community-defined values and objectives within the constraints of budget and timeframe.

## 4. Minimum Qualifications.

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:

The project manager shall have a minimum of 5 years experience with relevant projects.

The team shall have representatives from all of the disciplines and subject areas needed to perform this work. Teams do not necessarily need representatives with a terminal degree in every discipline listed in Section 1, however, teams must have representatives with enough subject matter expertise to competently perform the studies and evaluations described in Section 5.

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.

## 5. Scope of Work.

The technical analysis is composed of the following parts, which will be coordinated with and informed through community engagement and 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. An approximate schedule of phases is attached for guidance on timelines and process.

Acronyms and definitions used below

**“The highway”**: SR-99 from the connection with SR-509 to the north to the cloverleaf interchange at the intersection with Des Moines Memorial Dr S in the south

**LCO**: Lead Community Organization (organization responsible for community engagement and developing the Community Vision Plan)

**City**: Project Manager at the City of Seattle

**Community-selected alternative**: Alternative that team decides to move forward with based on alternatives exploration and stakeholder input

## Part A: Assessment and Data Collection

- 1) Existing Conditions Analysis
  - a. Document and evaluate existing infrastructure and geotechnical conditions. Evaluate the contamination of underlying soils. Create a site survey of the project area.
  - b. Collect data on the current health, mobility, safety, environmental, and economic impacts of the highway.
    - i. Work with City and LCO to develop conditions, metrics and methodology for analysis. These metrics may include both raw data, such as asthma rates, and secondary analyses, such as the economic impacts of missed work, medical bills, fatalities and hospitalizations due to increased asthma rates.
  - c. Analyze current and predicted usage of the highway.
  - d. Assess the highway from an emergency management perspective, including ways in which the highway might both facilitate and prohibit movement across the spectrum of emergency scenarios.
- 2) Initial Alternatives Exploration
  - a. Uncover potential fatal flaws or major issues with stakeholder-identified alternatives by reviewing relevant plans and documents and by engaging relevant agency staff.
  - b. Develop a high-level report on findings for use in community engagement
- 3) Final Alternatives Exploration
  - a. Coordinate with agency staff to define study area and time horizons for analysis.
  - b. Develop guiding assumptions for future forecasting that account for government and agency-identified action plans to meet climate goals.
  - c. Work with LCO, City, and stakeholders to determine alternatives to be studied and the evaluation methods and objectives that will be applied.
  - d. Evaluate the relative cost, schedule and permitting requirements, and constructability differences between multiple alternatives (see part 1 for possible alternatives).
  - e. Assess the health, mobility, safety, environmental, and economic impacts of multiple alternatives. Assess potential interactions between alternatives and sea level rise and climate change impacts in coordination with the City’s Duwamish Valley Program. Traffic analysis for this contract will be performed at the planning level, and not include the development of a full travel demand model.
  - f. Work with LCO and City to engage community, elected officials, and agency stakeholders in selecting an alternative to advance forward with.

## Part B: Design, Graphics, and Visualization

- 1) Develop maps, graphics, and charts as needed to present and communicate study findings.
- 2) Based on LCO-led Community Vision Plan process, develop conceptual designs for the project area of the community-selected alternative.
- 3) Create visualizations of the conceptual design. Visualizations should be accessible by all and be useable as an outreach and engagement tool in current and future phases.

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

- 1) Preliminary Construction Cost Estimates and Timeline
  - a. Identify a predicted timeline for construction and develop preliminary projected cost estimates for the community-selected alternative, including demolition and soil remediation and construction or redevelopment.
  - b. Identify high level maintenance obligations and costs for the community-selected alternative and propose sustainable operations and maintenance models.
  - c. Identify required permits needed for construction and any regulatory constraints that might impact project design, timeline and/or feasibility.
- 2) Planning Grants and Funding
  - a. Assist the City in identifying funding opportunities for further planning and technical studies and assist with the development of application materials.
- 3) Funding Plan and Equitable Development Plan
  - a. Support the LCO and collaborate with the City's Duwamish Valley Program in the development of a community-driven Equitable Development Plan that lays out strategies for preserving affordability and creating economic opportunities for disadvantaged communities and businesses. Strategies may include locally-driven land use and zoning reform, property tax and homebuyer assistance, community land trusts and publicly-owned affordable housing, small business support, and jobs and workforce training.

## **Part D: Coordination, Communication and Engagement**

- 1) Work with the City to lead interagency advisory meetings, including development of meeting agendas and supporting materials; presentations; meeting facilitation; and meeting summaries.
- 2) Research and document other efforts that may influence this work, such as the Puget Sound Gateway Program.
- 3) Coordinate timelines and efforts with the City's Duwamish Valley Program and other major related efforts and initiatives.
- 4) Coordinate work with input from LCO-led community engagement efforts and communicate and coordinate milestones and deliverables with the City and LCO.
- 5) Develop partnerships with other local and national organizations working toward similar objectives and keep informed of any developments in the regional and national political landscape that may impact the project.

- 6) Provide clear and compelling public-facing documentation that helps communicate study results. Present findings at LCO-led public meetings and to elected officials, boards and commissions, and government/agency staff.

## 6. Contract Modifications.

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

## 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 7.26). For assistance, email [FAS\\_PC@seattle.gov](mailto:FAS_PC@seattle.gov) .

### 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 clarifies 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/RFQ.

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

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

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

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



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

#### **7.6 Proposal Submittal.**

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

#### **7.7 Electronic Submittal.**

The City allows and will accept an electronic submittal in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it will not be lost in an e-mail stream.
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard copy, the hard copy has precedence.

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

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFPQ 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/RFQ, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](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/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

### 7.15 Expansion Clause.

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

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

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

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

#### **7.16 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/RFQ and Proposal in Contract.**

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

### **7.24 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.

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

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36-month on-site placement.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The City will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

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

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

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

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

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

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

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in

selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

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

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

### **7.30 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/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 Immigration 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 the 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. Letter of interest (optional).**

**3. 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/>

**4. Mandatory – Minimum Qualifications:**

Provide up to three pages that 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 section. The evaluation committee is not obligated to check references or search other materials to make this decision.

**5. Mandatory – Consultant Inclusion Plan:**

Potential Disciplines for Inclusion Plan:

- Transportation planning
- Public Health
- Environmental analysis
- Urban planning and design
- Landscape architecture
- Cost estimating
- Engineering
- Real estate
- Emergency Response

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>

**6. Mandatory - Proposal 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.

In addition to describing your approach to the scope of work, please answer the questions below. Whenever possible, please reference previous experiences in your response:

1. What are some ways that you could empower and work with local youth, community members, or community organizations to collect data for this project?
2. How do you plan to approach the technical studies in ways that center community values, objectives, and narratives?

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. Proof of Legal Business Name (if applicable)
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)
7. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5” x 11” page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

## 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:

Proposal Response: Approach	30%
Proposal Response: Questions	10%
Organization Structure	10%
Relevant Experience	20%
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 highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

## 9.7 Right to Award to next ranked Consultant.

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

## 9.8 Repeat of Evaluation:

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

# 10. Award and Contract Execution.

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

## 10.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

## 10.2 Protests – Purchasing and Contracting.

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

## 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)
- Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax))

#### **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-PC-consultant-standard-roster-consultant-agreement.docx>