



# Seattle

## REQUEST FOR PROPOSALS

*In pursuit of a Consultant Contract*

**FTA Funded Project**  
**Federal Award Identification Number: WA-2021-134-00**  
**CFDA #: 2-500**

This material can be made available in an alternate format by emailing Jane Klein at [jane.klein@seattle.gov](mailto:jane.klein@seattle.gov) or by calling 206.386.4010. In accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities.

**Equitable Transit Oriented Development  
Remnant Parcels Technical Consultant  
RFP#: OPCD-2-23-2024-REM**

### Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	February 23, 2024
Optional Pre-Submittal Conference <b>Microsoft TEAMS virtual conference</b> <b>Request invitation from the procurement contacts.</b> Meeting ID: 222 777 618 476 and Passcode: 28mKjL <a href="#">Download Teams</a>   <a href="#">Join on the web</a>	March 5, 2024
Deadline for Questions	March 20, 2024
Response Deadline	March 29, 2024
Interviews	Week of April 8, 2024
Announcement of Successful Proposer(s)	April 15, 2024
Anticipated Negotiation Schedule	May 15, 2024
Contract Execution	May 6, 2024

*The City reserves the right to modify this.  
Changes will be posted as an Addendum on the City website.*

# Procurement Contact Information

## Procurement Contacts and Electronic Submittal Email

Jenna Franklin, Jenna.Franklin@seattle.gov

Electronic Delivery of Submittal – E-Mail Address
<p style="text-align: center;"><a href="mailto:jenna.franklin@seattle.gov">jenna.franklin@seattle.gov</a></p> <p style="text-align: center;">SUBJECT: ETOD Remnant Parcels Technical Consultant</p> <p style="text-align: center;">Failure to type the title into the email subject line may result in your email and/or submittal not reaching the city contact within the time intended.</p>

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.

## Table of Contents

1. Purpose and Background.....	3
2. Performance Schedule.....	3
3. Solicitation Objectives.....	4
4. Minimum Qualifications.....	5
5. Responsibility Analysis.....	5
6. Scope of Work.....	6
7. Contract Modifications.....	8
8. Procedures and Requirements.....	8
9. Response Materials and Submittal.....	18
10. Selection Process.....	21
11. Award and Contract Execution.....	22
12. Contract Template.....	24

# 1. Purpose and Background.

## Background:

The buildout of the West Seattle and Ballard Link Extensions approved by voters in 2016 presents an opportunity for a generational investment in mass transit for Seattle and the Puget Sound region. Simultaneously, Seattle is experiencing a housing affordability and displacement crisis for low-income Black, Indigenous, and People of Color communities. With new transit coming in the next decade, putting more pressure on land and housing, The City of Seattle needs a strong vision for equitable development in neighborhoods that are at risk of displacement.

In 2019, the City of Seattle was awarded a grant from the Federal Transit Administration (FTA) to support equitable transit-oriented development along the West Seattle and Ballard Link Extension corridors. The purpose of the Pilot Program for Transit-Oriented Development (TOD) Planning grant is to do comprehensive planning for the West Seattle and Ballard Link Light Rail extensions, understanding that these investments in mass transit will have implications for equitable transit-oriented development citywide. The work is comprised of:

1. *Station Access and Catalytic Public Realm Project Coordination* to leverage public and private infrastructure investments within walking and biking distance to each station.
2. *Equitable Transit Oriented Development (ETOD) Strategy and Implementation Plan* to refine a community-driven strategy for Equitable Transit-Oriented Development, including a framework for remnant parcels and place-based strategies to build community capacity and community vision for ETOD.

The Equitable Transit Oriented Development (ETOD) Strategy and Implementation Plan will form the foundation of the City of Seattle’s approach to advancing community-driven outcomes in high-capacity transit station areas. By centering communities most impacted by investments in public infrastructure in the process—Black and Indigenous and people of color, immigrants and refugees, English language learners, LGBTQ people, youth, elders, and people living with disabilities—this approach attempts to address the root causes of displacement and support self-determination through community-led and - owned development. An Equitable TOD Strategy and Implementation Plan is actionable and may include identifying opportunity sites and funding mechanisms for key locations.

## Objectives:

The Office of Planning and Community Development (OPCD) is requesting proposals to conduct analysis of publicly owned land abutting the new light rail corridors. This analysis will include surplus and/or underutilized land owned by the City, County, State and other governmental agencies (other than Sound Transit) located near or adjacent to the planned West Seattle and Ballard light rail alignments. A key component of the analysis is parcels to be purchased by Sound Transit for the West Seattle and Ballard Link Extensions that may no longer essential for light rail operations once construction has been completed, and which are not identified by Sound Transit as priority sites for redevelopment as housing or other uses. The surplus and underutilized publicly owned parcels proximate to the planned light rail

alignment, and the excess small, difficult to develop land owned by Sound Transit, will collectively be referred to as “remnant parcels” in this RFP.

This analysis will be conducted in two phases. The first phase will center on a typology study focused on creating a set of categorization criteria to broadly represent which site condition best accommodates community priorities. The second phase will consist of a site-specific analysis, including an inventory of publicly owned parcels by public agencies as well as maps from Sound Transit of the parcels defined as remnant. This RFP is for the first phase of analysis only, and staff anticipate releasing the RFP for the phase two scope in Fall 2024.

The aim of this first phase analysis is to better understand the network of underutilized public land proximate to new light rail investments, analyze the adjacencies, identify potential process improvements for land acquisition, and generate an overall strategy for developing these parcels to better serve communities. This analysis will include a land use study of the remnant parcels and surrounding areas to ensure that zoning policies are supportive of future development for a variety of uses, including but not limited to housing for families of varying sizes, uses that further social and economic opportunity for current and future residents, and community-serving uses for difficult to develop parcels.

This contract maximum is \$75,000. It is anticipated that this contract will receive federal funds from the Federal Transit Administration and therefore will proceed under this assumption.

### Abbreviations

CAG	Community Advisory Group
COS	City of Seattle
BLE	Ballard Link Extension
EDI	Equitable Development Initiative
ETOD	Equitable Transit Oriented Development
OPCD	Office of Planning & Community Development
PBG	Place-Based Group
ST	Sound Transit
TOD	Transit-oriented Development
WSLE	West Seattle Link Extension

## 2. Performance Schedule.

The work under the resultant contract will begin upon contract execution (after issuance of a Notice to Proceed by the City) This project will continue through Q2 2025. Please note that the timeline of the West Seattle Link Extension (WSLE) and Ballard Link Extension (BLE) projects are dynamic due to Sound Transit Board approvals. Since this project is closely tied to the buildout of WSLE and BLE, the timeline for this contract may change, requiring the consultant to be flexible if unforeseen schedule changes arise changes.

### 3.Solicitation Objectives.

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

- Hire a creative, racial equity-centered, and experienced firm/team/consultant(s) to craft a strategy around the network of remnant parcels, including analyzing adjacencies, assessing zoning and land use policies, and identifying potential process improvements for land acquisition and development.
- Hire a team with familiarity around redlining and other discriminatory lending and real estate practices that have disproportionately harmed communities of color.
- Competitive proposals will be mission-aligned in the goal of reversing the impacts of previous discriminatory practices, utilizing expertise in planning, land use, and community development

### 4.Minimum Qualifications.

**No** minimum qualifications are required for a consultant to submit a proposal response.

### 5.Responsibility Analysis.

The City conducts a responsibility analysis before selecting consultants, prior to proceeding towards evaluation and prior to award. No award shall be made without an affirmative determination of responsibility. In the absence of information clearly indicating that the prospective Consultant is responsible, a determination of non-responsibility shall be made. This is further described in Section 10 (Selection Process).

Prior to declaring the Proposal to be responsible for purposes of proceeding to evaluation, the City shall consider at least the four following measures:

1. Be neither debarred nor suspended under DOT regulations, “Non-procurement Suspension and Debarment, “2 C.F.R. parts 180 and 1200 and are not listed on the federal General Services Administration System for Award Management (SAM) Excluded Parties list.
2. Not on any Washington state debarment list or any City debarment or suspension list.
3. Has no known conflict of interest, which is defined on page 19.
4. Agrees by the act of a proposal submittal to the provisions and requirements stated herein and within the proposed contract as amended by negotiations if any.

The City may also consider one or more of the following measures of responsibility, as appropriate to the scope of work in the sole opinion of the City:

- The financial resources adequate to perform the contract or the ability to obtain them; The ability to meet the required delivery or performance schedule, taking into consideration all existing commitments.
- Has no unsatisfactory performance experiences that reflect on the ability to perform the proposed scope of work.

- A satisfactory record of integrity and business ethics.
- The organization, experience, accounting and operational controls, and technical skills or the ability to obtain them to perform the scope of work.
- In compliance with applicable licensing and tax laws and regulations.
- Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them, as required to perform the scope of work.
- In compliance with applicable Disadvantaged Business Enterprise (DBE) requirements.
- Meets any other criteria that may be required to show responsibility in the opinion of the City and/or as specified in this solicitation.

## 6.Scope of Work.

### **Foundation: Alignment on Project Goals and General Process Design, May 2024**

The remnant parcels analysis forms an integral component of the ETOD Strategy and Implementation Plan. A draft summary of the ETOD definition, vision and values can be found [here](#). The consultant will coordinate closely with City staff, other project consultants, and community stakeholders throughout the process to produce the final deliverables (described in Part C). To be successful, the consultant will need to demonstrate exceptional communication and coordination across teams.

#### Work will include:

1. Facilitate a project kick-off and internal alignment meeting (s) with City staff to establish a shared understanding of the remnant parcels framework and how it fits into the City's overall ETOD Strategy.
2. Coordinate with City staff to develop meeting materials, including providing relevant information and analysis.
3. Co-develop questions for analysis phase

### **Part A: Assessment and Analysis, June – July 2024**

In the first phase of the contract, the consultant will analyze the network of current and future underutilized and/or surplus public land, including studying adjacencies, relevant zoning, and land use policies. Simultaneously, OPCD staff will convene and facilitate a series of meetings with the Community Advisory Group (CAG) as well as Delridge and CID Place-Based Groups (PBGs), with the goal of developing relationships with community stakeholders as well as establishing group norms and decision-making processes. The consultant will join these meetings on an as-needed basis to inform their research.

#### Work will include:

1. In partnership with OPCD staff, compile a list of publicly owned surplus and/or underutilized parcels owned by the City, State, County, and other jurisdictions, incorporating information on Sound Transit's remnant parcels as this information becomes available
2. Inventory current zoning and land use policies along the WSLE and BLE alignments, including mapping as needed.
3. Research neighborhoods surrounding the proposed WSLE and BLE alignments, including needs, assets, and opportunities.
4. Review previous planning documents (within the last 10 years), including ETOD materials. Participate in CAG and PBGs meetings to understand priorities emerging from CAG, PBG, and

other community processes.

5. In partnership with OPCD staff, collaborate with other departments and agencies to ensure alignment on framework end goals and approach. Relevant entities include (but are not limited to): Seattle’s Office of Housing, Seattle Department of Transportation, and Sound Transit.

Deliverables may include:

1. Distilling information into plain language for participants that are not familiar with technical planning language
2. Presentation to the CAG, PBGs, and OPCD staff on analyses of zoning and land use, community-based assets, challenges & opportunities
3. Incorporating feedback of the CAG, PBGs, and OPCD staff into presentation and other materials

**Part B: Crafting Categorization & Suitability Study, August – October 2024**

In this phase, the consultant will build on the work completed in Part A (Assessment and Analysis) to create a set of categorization criteria to broadly represent which site typology can accommodate which community priorities. These criteria will form the basis for a suitability study, incorporating additional detail around feasibility for various uses. The consultant will continue to participate in the CAG & PBGs on an as needed basis, providing visual representations of potential typologies to support CAG and PBGs in understanding opportunities and shaping priorities.

Work will include:

1. Generate a typology and create visual representation of remnant parcel types appropriate for a range of community needs and priorities; Analysis may include:
  - a. Zoning and land use analysis
  - b. Adjacencies
  - c. Size
  - d. Topography and related conditions
  - e. Site access
  - f. Neighborhood needs
2. Participate in CAG & PBGs as needed to ensure categorization & suitability align with community-identified priorities.
3. Develop strategies in partnership with OPCD staff, CAG, and PBGs on implementation of priority projects, including zoning and land use policy changes, as well as process improvements for land acquisition and development.

**Part C: Strategies & Tools Framework Final Report, November - February 2025**

In this final phase, the consultant will craft a culminating report documenting the insights gained through Parts A (Analysis and Assessment) and B (Categorization and Suitability), incorporating the feedback received from the CAG, PBGs, and OPCD staff. This report will contain a set of Recommendations and Strategies that will guide implementation of programs and projects moving forward. The consultant will present the final report back to the CAG and PBGs for review and feedback.

Work will include:

1. Create a set of strategies and tools with the guidance of the CAG and PBGs, incorporating the Financial Investment Strategy Report, a deliverable to be created by the CID Technical Consultant, and other materials generated through the processes underway as part of the ETOD initiative.

2. Craft a report incorporating the analysis conducted through Parts A and B to support the community-identified visions for Remnant Parcels including analysis of:
  - a. Use and Site Typologies
  - b. Zoning and Land Use Analysis
  - c. Policies & Programmatic recommendations on how to align the City’s policies and programs with the community priorities identified through the CAG, PBG, and other ongoing engagement processes

## 7.Contract Modifications.

The City consultant contract is attached (See Section 12). The contract to be awarded as a result of the solicitation will be a Firm Fixed price contract.

The City has attached its boilerplate contract terms to allow Proposers to be familiar with boilerplate and its non-negotiable terms before investing time to create and submit a proposal. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Disadvantaged Business Enterprise (DBE), Audit and Records Retention provisions, Confidentiality, Debarment or mutual indemnification. Exceptions to those provisions must be summarily disregarded.

## 8.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.

### 8.1 Registration into the City 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 8.26). For assistance, email FAS\_PC@seattle.gov.

### 8.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date, and location on page 1 (as amended, if applicable). 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.

### 8.3 Questions.

Proposers may email questions to the Procurement Contact on page 2 of this document, until the deadline for questions which is stated on page 1 (or as otherwise amended). 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.



#### **8.4 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.

#### **8.5 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.

#### **8.6 Proposal Submittal.**

- a. Proposals must be received by the City no later than the date and time on page 1 except if revised by published Addenda.
- b. All pages in your proposal submittal are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits that apply to the various submittal documents. These are specified in Section 9: Response Materials and Submittal. Any pages that exceed the page limits 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.

#### **8.7 Electronic Submittal.**

The City requires 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.

#### **8.8 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/RFQ 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.

### **8.9 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 firm or individual that is intended to, in the opinion of the City, 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.

### **8.10 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.

### **8.11 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/RFO, 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> <https://www.seattle.gov/city-finance/business-taxes-and-licenses/business-licenses>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help> <https://www.seattle.gov/city-finance/business-taxes-and-licenses/business-licenses/business-license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card <http://www.seattle.gov/self/> <https://www.seattle.gov/city-finance/business-taxes-and-licenses/manage-your-account-online>
- 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.

**8.12 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.

### **8.13 Federal Excise Tax.**

The City is exempt from Federal Excise Tax.

### **8.14 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.

### **8.15 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.

In addition to such limitations, the City may require certain changes, while recognizing that even a mandated change requires recognition and negotiation if it brings cost impacts to the Proposer in performing the work. Federal requirements that apply to a contract resulting from this RFP/RFQ may change as a result of changes in federal law, regulation, other requirements, or guidance, or changes in the City agreement with the federal agency. This may also include changes to any information incorporated by reference.

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

#### **8.16 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.

#### **8.17 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.

#### **8.18 Readability.**

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

#### **8.19 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.

#### **8.20 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.

#### **8.21 Withdrawal of Proposal.**

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

#### **8.22 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.

#### **8.23 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.

#### **8.24 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.

Contract workers shall not be given City office space. Consultants will perform most work from their own office space or the field.

### **8.25 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.

### **8.26 Contracting with Small and Minority Owned Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned (WMBE) subcontracts. The USDOT also requires such efforts, as well as contracting with small businesses and labor surplus area firms when selecting and performing on projects that include federal USDOT funds ((Master Agreement (28), page 53 and Circular 47201.F) All proposers must agree to SMC Chapter 20.42 and to federal regulations of 2 CFR 200.321 b (1) through (5) if this contract has federal funds. All proposers must seek meaningful subconsultant opportunities with WMBE firms, small businesses, and labor surplus area firms.

The City requires Proposers to certify compliance with this requirement as part of the submittal process. Proposers will submit responses to questions on the embedded Questionnaire that is provided in Section 9 of this solicitation.

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](#). Both the City and the USDOT recognize such firms, irrespective of whether they qualify as DBE’s, within these general outreach and participation efforts (Master Agreement 28, page 53 and Circular 4702.1F). The City uses the Small Business Act (SBA), 15 USC Section 632 and 13 CFR Part 121 to define a small business concern. In accordance with 20 CFR Part 654, a Labor surplus area firm (LSAF) means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. For more information on Labor Surplus Areas and eligibility criteria see the following website: [Labor Surplus Area | U.S. Department of Labor \(dol.gov\)](#)

### **8.27 Disadvantaged Business Enterprises (DBE).**

#### **Forms and accompanying information are in Section 11.9**

As a recipient of Federal Aid Funds, the City of Seattle is required to follow 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26, City of Seattle’s overall DBE goal for the three Federal Fiscal Years (FFY) 2023-2025 of 20.4% with 8.4% race-conscious and 12% race-neutral components for DBE participation on contracts assisted by the FTA. Therefore, all requirements under the City’s DBE Program and the City’s DBE Procedures for Consultant Contracts shall be followed.

Federally certified DBE’s and SBE’s are listed at <https://omwbe.wa.gov/directory-certified-businesses>. In accordance with the federal DBE program, out-of-state DBE’s that apply and are selected for intent to award must receive in-state DBE designation by contacting the Washington State Office of Minority and Women’s Business Enterprises for DBE Certification at <https://omwbe.diversitycompliance.com/> before Notice to Proceed.

Consultants are advised that any agreement, including subcontracts, awarded pursuant to this RFP shall include the following assurance: "The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

**Disadvantaged Business Enterprises (DBE) 0 %**

No minimum goal has been established for this Contract. The DBE goal for this consultant contract is race neutral. The City has an interest in ensuring non-discriminatory practices on all of its contracts; however, 49 CFR 26 does not allow good faith efforts requirements to be required on race-neutral contracts. The Consultant is not required to submit any documentation for DBE participation. Utilizing a DBE is voluntary. No DBE forms are required for submittal at the time of proposal. A DBE Utilization Plan and the written confirmation forms are to be provided upon contract execution, only if the selected Consultant is a DBE or intends to use a DBE and will be used to monitor race-neutral activities.

**8.28 Mandatory Civil Right Contract provisions.**

The contract template (see Section 12) and any executed contract shall include various mandatory provisions and these provisions are required for every subtier contract that results from award to a Proposer. The following assurance is one of multiple provisions:

"The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**8.29 Civil Rights and Title VI.**

The City of Seattle, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all submitters that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. To the extent applicable and except to the extent that the federal cognizant agency determines otherwise in writing, the submitter agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited

English Proficient (LEP) Beneficiaries,” 66 Fed. Reg. 6733 et seq., January 22, 2001 if awarded under a US DOT agency. The submitter further agrees to comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income.”

### **8.30 Insurance Requirements.**

Insurance requirements are provided as an embedded file in Section 11. 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.

### **8.31 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>.

This project includes federal funding. The Federal the Freedom of Information Act (FOIA), 5 U.S.C. 552, as amended, applies to information submitted to FTA and to the U.S. Department of Transportation, whether submitted electronically or in typewritten hard copy. FOIA has similar yet separate standards regarding the dissemination of records that the FTA and/or U.S. DOT may hold as a result of this project and this solicitation. Proposers should be familiar with the FOIA and may visit for further explanation at <https://www.foia.gov/faq.html>.

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>.

#### **8.32 Ethics Code and Conflict of Interest.**

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.

### **City and Federal Conflict of Interest criteria.**

City and federal conflicts of interest include but aren't limited to when a contractor is unable or potentially unable to provide impartial and objective assistance or advice due to other activities, relationships, contacts or circumstances, or (b) has unequal access to nonpublic information that offers an unfair competitive advantage during the performance of an earlier contract; and/or the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors or similar documents. The City shall make sole determination as to compliance.

### **Federal Limitations on Lobbying.**

Proposer and any awarded consultant shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the grant or project, including any extension or modification. This includes the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 as amended, and the U.S. DOT regulations on "New Restrictions on Lobbying," (49 CFR Part 20) to the extent it is consistent with 31 U.S.C. as amended, and any other applicable federal law, regulation, requirement, and guidance.

### **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.

### **8.33 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>.

### **8.34 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.

### **8.35 Preferred Paper and Binding:**

Proposers and any resultant contractor utilize recycled products in the preparation of their proposals and any resultant contract work, to the extent practicable. The City and U.S. DOT has an environmentally preferable procurement commitment. For this RFP, the competitive preferences that are required by both Federal and City regulations shall be in the form of recognition that all Proposers are compliant and responsive to this request on an equal basis. This solicitation therefore expects a package format to support the green expectations and initiatives. If an electronic submittal is utilized, that shall be compliance to this preference requirement. If the City prefers hard copy submittals, the Proposer shall use 100% PCF paper or the greatest recycled content product that is practicable for the Proposer. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your hard-copy submission, they should be fully 100% recycled stock or otherwise recycled stock content. Please double-side submittal. The draft contract provides additional provisions for the Proposer that is placed under contract.

## **9. 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. AS noted in Section 8.6, any pages that exceed the page limits for each particular section will be excised from the document for purposes of evaluation.

### **1. Mandatory - Consultant Questionnaire.**

Submit the following in your response, even if you sent one to the City for previous solicitations. This Consultant Questionnaire will be used, in part, to determine Responsibility and to meet certain federal requirements for certified agreements to various conditions.

For projects with federal funding use this link:



**2. Letter of interest (optional).**

**3. Proof of Legal Name.**

Provide a certificate or documentation from the Secretary of State in which you incorporated or are registered that provides your company legal name, charity or your non-profit name as it is registered. 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. Likewise, the legal name for your non-profit or organization must also be accurate. 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/> for corporations and <https://www.sos.wa.gov/corporations-charities> for non-profits.

**4. Mandatory - Proposal Response – Page Limit ten (10) single-sided pages.**

This section details the submittal questions for your proposal response. The City will evaluate proposals using the criteria describe in the following pages. Responses will be evaluated, scored, and ranked.

**A. Proposed Team & Qualifications (15 points total)**

- a. Provide the proposed team organization including all subconsultants if any. (10 points)
  - i. Identify your key team members, including the Project Manager, and include a description of their role, level of involvement, credentials, number of years of professional experience, number of years with their current firm, and location. Please confirm that the team members identified in the proposal will be completing the scope of work.
  - ii. If applicable, describe how the expertise of the subconsultants will be meaningfully incorporated into the final deliverables for this scope
- b. Describe your proposed approach to collaboration over the duration of the project. (5 points)
  - i. What strengths and challenges do you anticipate working on a multi-department effort with diverse perspectives? How would you overcome those challenges?

**B. Relevant Project Experience (20 points total)**

- a. Describe project team members’ experience in successfully delivering projects of similar scope, magnitude and complexity to the work proposed for this project within the last five years while employed with the current firm or in previous employment. You may respond either in narrative format or a summary of completed projects and/or cut sheets.
- b. Describe the team’s experience in project management with diverse stakeholders and BIPOC communities specifically in the intersection of transportation and equitable development. (10 points)
- c. Describe the team’s experience in being responsive to shifting priorities in community led decision making processes. (10 points)

**C. Project Understanding and Approach (40 points total)**

- a. Describe your understanding of the objectives of the project. (10 points)
  - b. Discuss and explain your approach to ensuring successful completion of the scope described in Section 5. (30 points)
- D. Proposal Response Questions (40 points total)
- In addition to describing your approach to the scope of work, please answer the questions below. Whenever possible, please reference previous experiences and examples in your response:
- a. Please describe the last three significant projects you have worked on, including whether the projects were completed within the planned timeframe and budget, any challenges experiences, hurdles, overcome, lessons learned, and any subsequent process improvements initiated. (10 points)
  - b. Please describe your experience developing a typology study or equivalent product for a project. (10 points)
    - i. Please describe your experience conducting project scoping and feasibility analysis.
    - ii. Please describe unique typology studies that you have worked on in the past.
    - iii. Please describe unique public policy frameworks you have worked on in the past.
    - iv. Please describe your experience conducting existing conditions research.
    - v. Please describe your experience conducting early planning analysis
  - c. Describe an experience where you worked with multiple community stakeholders and how you were able to support the group to make decisions. (10 points)
  - d. Describe how would you support discussions involving the lived experience of BIPOC community members in efforts to develop planning and development strategies, approaches, and recommendations. (5 points)
  - e. Describe an experience where you worked closely with a public agency and community organizations as a consultant and how you navigated the dynamic. (5 points)

**5. Mandatory – Cost and Pricing:**

The contract to be awarded as a result of the solicitation will be a Firm Fixed price contract. Provide a fully-loaded hourly rate, including a breakdown of the total number of hours to complete the Work and a firm fixed price based on the Scope of Work and deliverables provided in the solicitation. Costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the scope of work and to successfully execute their proposed approach.

Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours and any assumptions for the City to consider in your proposal.

The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

**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.  1. Mandatory - Consultant Questionnaire
2.  2. Letter of Interest (Optional)
3.  3. Proof of Legal Name (as available)
4.  4. Mandatory – Minimum Qualifications
5.  5. Mandatory – Proposal Response
6.  6. Mandatory – Cost and Pricing

## 10. Selection Process.

### Initial Screening

The City will first review all responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Timely submittal, the Consultant Questionnaire, Minimum Qualifications, 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. Those Proposals that are found responsive and responsible based on this initial review shall then continue to Proposal Evaluation. Note that responsibility will be considered at various steps in the process, so a Proposal that initially meets responsibility during this review may be found as not responsible during subsequent steps when additional information is considered.

Responsibility Analysis is detailed in Section [0](#) of this solicitation.

### 10.1 Proposal Evaluation

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked. The City reserves the right to have each evaluator score independently for a totaled result, or to have points assigned based upon an overall consensus of the Consultant Evaluation Committee.

#### Evaluation Criteria:

Criteria	Points
Proposed Team & Qualifications	35
Relevant Project Experience	20
Project Understanding and Approach	40
Proposal Response Questions	40
Cost	15
<b>Total</b>	<b>150 Points</b>

### 10.2 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, they will be worth 100 additional points; rankings of firms shall be determined by the City integrating the interview result points with the written evaluation points. 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.

### 10.3 References

The City may contact one or more prior contract agencies as listed in your Consultant Questionnaire or other references that are identified on your Consultant Questionnaire submittal. The City may use those who are named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects. References are used to determine responsibility and do not alter the ranking of firms by being assigned points. If the references indicate that a firm does not qualify as responsible, then that firm would be eliminated and no longer considered to be a ranked firm.

### 10.4 Selection

The City shall select the highest ranked Proposer(s) for award, including the scoring sum total of both the written proposal and the interview (if applicable).

### 10.5 Contract Negotiations

See 7.Contract Modifications. (Section 7) within this RFP.

### 10.6 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.

### 10.7 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.

## 11.Award and Contract Execution.

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

### 11.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact. For federally-funded FTA contracts, the City has the initial responsibility to resolve protests. The City shall notify the FTA of such protests and has appeal procedures to a City determination that denies a protest. Such an appeal must be made within five working days of the City denial. The rules are provided in the Common Grant Rule for government agencies and in the Master Agreement applicable to the work of the protest which is available from the City.

### 11.2 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.

### **11.3 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.

### **11.4 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 timeframe, 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.

### **11.5 Checklist of Requirements Prior to Award.**

The Consultant(s) should anticipate the Letter will require at least the following. The Letter of Award will typically include deadlines for a response, in order to assure the contract process can move timely. Consultants are encouraged to prepare any necessary documents as soon as possible, to eliminate risks of late compliance. The following should be

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

### **11.6 Indirect Cost Rate Documentation upon Award**

If awarded the contract, Federal FTA funds require the Consultant to submit Indirect Overhead Rate Documentation. Prime Consultant must confirm that teaming Subconsultants have a current ICR (preferably WSDOT) compliant with Federal Acquisition Requirements (FAR). Indirect Overhead/Indirect Cost Rate Documentation and Adjustment Requests

The use of an Indirect Cost Rate (ICR) shall be compliant with 48 CFR Part 31.2 of the Federal Acquisition Regulations (FAR 31.2). Consultant / Subconsultant(s) shall provide documentation substantiating their Indirect Cost Rate (ICR). Documentation includes approval and record of audited indirect cost rate pool.

The use of an Indirect Cost Rate (ICR) may also be compliant with Washington state law if approved by a Washington State agency such as the Washington State Department of Transportation. Consultant / Subconsultant(s) shall provide documentation substantiating their Indirect Cost Rate (ICR). Documentation includes approval and record of audited indirect cost rate pool.

The use of an Indirect Cost Rate (ICR) or Overhead rate may also be the result of audited financial statements and overhead pool as signed and approved by an independent, licensed financial auditor.

Consultant / Subconsultant(s) shall provide documentation substantiating their Overhead or Indirect Cost Rate (ICR). Documentation includes signed letter from the independent financial auditor and record of audited indirect cost rate pool.

If a Consultant / Subconsultant(s) does not have an independently audited and approved Overhead rate or approved ICR and can demonstrate that an audit poses an insurmountable financial impact, it may negotiate an appropriate overhead rate in a manner fully compliant with FAR 31.2 and may reach a negotiated rate with the Seattle Department of Transportation.

Consultants may submit ICR and overhead rate adjustments on an annual basis, beginning twelve months from the Execution Date of the Agreement, in compliance with FAR 31.2.

### 11.7 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>

### 11.8 Insurance Requirements.

- Insurance coverage requirements is embedded below



Parcels OCPD  
Insurance Sheet

### 11.9 Voluntary – Disadvantaged Business Enterprise (DBE) Utilization Plan

There is a zero (0%) goal for the contract; this agreement will be considered a “race-neutral contract.” The Consultant is not required to submit any documentation for DBE participation in order to be responsive. That said, the Consultant selected for award will submit a DBE Plan, if the selected firm intends to contract with (or is) a DBE. Information provided on the DBE Plan will be used to monitor race-neutral compliance and allows the City and USDOT insight into total utilization of DBE firms in City contracting. The DBE Plan will not be evaluated or scored and is therefore an option for submittal from the selected consultant during contract preparations. The embedded form includes:

- Instructions
- Voluntary Zero DBE Plan
- Form for a Written Confirmation (from each Subconsultant)



ZERO DBE  
Package

## 12.Contract Template





2-16-2024 OPCD  
CONTRACT