



## REQUEST FOR PROPOSALS AND QUALIFICATIONS

**Project Title: Land Value Capture and Municipal Financing  
for Sea Level Rise Adaptation Infrastructure and Health  
Outcomes**

### Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	May 13, 2022
Optional Pre-Submittal Conference Via Web Meeting <i>Please notify City contacts of your interest in attending the pre-proposal meeting, so that they may share a virtual meeting link and manage any technical issues that arise.</i>	May 26, 2022, at 10:00 a.m. Pacific Time via Microsoft Teams
Deadline for Questions	June 2, 2022, at 5:00 p.m. Pacific Time
<b>Proposal Due</b>	<b>June 13, 2022, by 4:00 p.m. Pacific Time</b>
Interviews	Week of July 4, 2022
Announcement of Successful Proposer(s)	July 2022
Anticipated Negotiation Schedule	July / August 2022
Contract Execution	August / September 2022

*The City reserves the right to modify.*

# Procurement Contact Information

Procurement Contacts:

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Other Contact - Alberto J. Rodríguez [Alberto.Rodriguez@Seattle.Gov](mailto:Alberto.Rodriguez@Seattle.Gov)

Table 2: Delivery Address

<b>Email Submittals ONLY</b>
<a href="mailto:Ann.Grodnik-Nagle@Seattle.Gov">Ann.Grodnik-Nagle@Seattle.Gov</a>

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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*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 successful Consultant shall submit the City provided [Vaccine Attestation form](#) no later than 5 days prior to the start of the Work. During the performance of the Work, the Consultant shall provide an updated Vaccine Attestation form upon the City’s request. The Executive Order and Vaccine Attestation Form are available at <http://www.seattle.gov/contractorvax>.*

# 1. Purpose and Background

## Purpose

The City of Seattle (City) Office of Sustainability & Environment (OSE) is seeking a qualified consultant team to develop a strategy to implement land value capture (LVC) and/or other revenue-generating municipal finance mechanisms to finance:

1. infrastructure in the Duwamish Valley to protect the residential and industrial communities from expected sea level rise impacts, and,
2. improvements to improve health, equity, and wealth building outcomes for residents (e.g., affordable housing, parks, workforce development, and other supportive services).

This will be done in partnership with the impacted communities, as part of a holistic strategy to establish the Duwamish Valley [Resilience District](#) (DVRD). A “Resilience District” is a geographic strategy, focused on adapting to flood risk and other climate change impacts, as part of a comprehensive approach to enable residents and businesses to thrive in place. This work will be managed through a partnership with the Office of Planning & Community Development (OPCD) and Seattle Public Utilities (SPU).

This Request for Proposals (RFP) is meant to solicit qualifications and proposals from interested consultant teams.

## Background

OSE and OPCD lead the [Duwamish Valley Program](#) (DVP), an interdisciplinary, place-based effort to advance environmental justice and equitable development; address health and racial disparities; build community capacity; create economic opportunity; and build trust in government. OSE's mission is to partner with community to create strategies to meet the climate challenge, champion environmental equity, and grow sustainable communities. OPCD's mission is to lead cross-sector planning, advance equitable development, and create great places. Another key partner in this work is SPU, which is a community-centered utility that leverages infrastructure to support community priorities.

The DVP produced the 2018 [Duwamish Valley Action Plan](#). The Action Plan used a health equity lens and racial equity outcomes to advance environmental justice, equitable development, and anti-displacement strategy in Seattle's Georgetown and South Park neighborhoods. Since 2016, we've taken actions that directly respond to the priorities of Black, Indigenous, and people of color (BIPOC) communities, people with low income, and small merchants. Additionally, the Action Plan identified long-term goals for Anti-Displacement, Workforce Development, Climate Change, Parks & Open Spaces, and Health Equity. Our goal is to have detailed strategies to achieve these by 2023.

As sea level rises, by 2070, water from the Duwamish River is expected to inundate the industrial area of South Park multiple times a year. With Robert Wood Johnson Foundation (RWJF) funding, the City has begun working with community organizations on a long-term strategy to organize residents and industries, and expand partnerships to address health inequities, racial disparities, and prepare for climate change. We are laying the groundwork to establish a "[Resilience District](#)"—transforming the DVP (a City program) into a community-led, cross-sector, interdisciplinary entity that prioritizes health and centers the voices of those most affected by health inequities, racial disparities, and climate change, to ensure residents, workers, and businesses can thrive in place despite climate change.

Current and planned significant infrastructure investments, while critical, are raising concerns about gentrification and displacement of current residents and businesses. As a result, the City is interested in putting mechanisms in place to both finance infrastructure to protect the residential and industrial communities from expected sea level rise impacts and fund improvements to improve health and equity outcomes for residents.

International Inspiration: RWJF funding for this project is designed to draw on international approaches to solving interrelated climate, health, and equity challenges. São Paulo, Brazil is serving as a model for the LVC and municipal financing work.

Água Espraiada Joint Urban Operation (JUO) in São Paulo, Brazil. Água Espraiada JUO used LVC mechanisms and promoted equitable reinvestment of funds via a project to relocate and build healthy housing for low-income residents. Urban renewal in São Paulo was resulting in the displacement of low-income residents. JUO introduced LVC as a mechanism to equitably distribute benefits, in the following way:

- Land value was captured through zoning changes that increased the value of the land. Between 2004-2012, this mechanism yielded \$806 million to construct two bridges and six social housing buildings, as well as other projects in the area that promoted health and equity.
- The process championed a participatory process for setting investment priorities and monitoring expenditures that supported health and equity.

Ultimately, financing sea level rise adaptation throughout Seattle will involve a variety of partners and funding and financing mechanisms. At this early stage, the City is interested in prioritizing and advancing strategies that enable the Duwamish Valley community to recover and reinvest land value increases that could result from public investment in the industrial area of the neighborhood. **The City, in partnership with BERK & Associates, has completed an initial scan of potential revenue generating mechanisms and next steps for implementation (see attached SPU [LVC Tools](#) and BERK [Revenue Analysis](#)). This effort will build on this scan and analysis, identifying and/or designing new opportunities/approaches, and focusing on prioritization and progress on next steps towards legislation and implementation.**

This LVC and municipal financing project will happen in parallel with other aspects of the DVRD development. In addition to sea level rise adaptation strategy development and organizational development, there will be community engagement and racial equity evaluation taking place throughout the project timeline. The Land Value Capture and Municipal Financing Consultant will work with the Community Engagement Consultant to educate and engage community to develop a financing strategy. The Land Value Capture and Municipal Financing Consultant will also coordinate with the other consultants:

- 1. Physical Infrastructure (Sea Level Rise Adaptation Strategy):** Collaborate with the Sea Level Rise Adaptation Infrastructure Consultants to align financing and funding mechanisms with the scope and scale of preferred infrastructure. Additionally, the SLR Adaptation Infrastructure Consultants will develop detailed evaluation criteria for SLR adaptation infrastructure. These criteria, including economic, environmental, social, equity, administrative, and legal, should also be applied to financing and funding mechanisms in the process of developing a financing and funding strategy.
- 2. Organizational Infrastructure:** Collaborate with the Organizational Development Consultant, who is working with community stakeholders to establish a community entity (e.g., nonprofit, coalition, collaborative, public development authority, land trust, etc.) that

can undertake and guide climate and community resilience work in the Duwamish Valley for years to come, including building community power and resilience, participating in transactions and planning, and/or fostering land ownership. This entity may play a role in the funding and financial mechanisms.

The City, particularly OSE, SPU, and OPCD, will work to support the consultant team’s work by implementing policies to support the municipal financing strategy, establishing formal partnerships to foster collaboration and coordination, and developing a SLR adaptation strategy that fosters comprehensive climate and community resilience.

## 2. Performance Schedule

The performance schedule begins when the contract is executed by all parties and ends when this portion of the grant is completed, unless amended by written agreement or terminated earlier under termination provisions.

This will be a multi-year project through December 2023 and may be extended. The City anticipates negotiating a final scope of work and general schedule with the successful team.

The current planned schedule is as follows:

Tasks	2021 Q2	2021 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3	2023 Q4
RFP process and contracting							
Project start-up							
Monthly meetings with Project Team (City and Consultants)							
White paper delivery							
Quarterly community meetings / consensus building among partners							
Draft and final financing and funding strategy and recommendations delivery							
Policies and legislation analysis and recommendations							

## 3. Budget

The project budget is \$75,000. The City expects to negotiate a fixed fee contract and associate scope and deliverables.

## 4. Solicitation Objectives

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

## Land Value Capture and Municipal Financing

1. White Paper on best practices, lessons learned, and equitable financing elements from [Água Espraiada Joint Urban Operation \(JUO\) in São Paulo, Brazil](#) and value capture tools available/in use in Washington, including an analysis of regulatory gaps and opportunities in Washington to enable best practices.
2. Financing strategy for the DVRD, specifically addressing the costs of SLR adaptation infrastructure and defined health equity outcomes, summarizing the analysis and the equity impacts for preferred LVC options, and including a detailed plan for steps to implementation.
3. Defined “benefit areas” or analogous “increment areas” for the Duwamish Valley, with accompanying potential for LVC.
4. Relevant materials for community and partner convenings.
5. Coordination with consultant team and participating City departments.
6. Support for City staff with development of a legislative agenda and/or ordinance that would enable this work.

## 5. Minimum Qualifications

The following minimum qualifications are required for a consultant to submit a proposal response:

- **Public Financing Experience.** Demonstrated ability to develop public finance strategies in Washington State for programs that advance infrastructure, health equity, climate change adaptation, community resilience, and/or environmental justice. Knowledge and experience of land value capture legal framework in Washington State is required.
- **Project Management.** Demonstrated ability to manage a complex, multi-faceted project and interact with multiple collaborators, including other consultants who will work on parallel and complementary deliverables (e.g., Community Engagement, Racial Equity Evaluation, Sea Level Rise Adaptation Planning, Organizational Development, etc.).
- **Racial Equity.** Demonstrated experience and commitment to centering the voices and needs of those most affected by the combined impacts of racial inequities, health disparities, and climate change (i.e., Black, Indigenous, people of color, and low-income individuals).
- **Co-Creation.** Demonstrated experience successfully convening diverse stakeholder interests (such as residential and industrial community stakeholders) in co-designing and co-developing all aspects of the project (e.g., research, analysis, recommendations development, etc.).

## 6. Scope of Work

The financing and funding strategy for the DVRD is intended to both generate capital for critical SLR adaptation infrastructure, and to address protracted health equity challenges confronting the community. The goal of this work is to develop a financing and funding strategy that supports these paired goals, ultimately contributing to increased community (both residents and industries) resilience and ability to thrive in place.

**The scope provided below is intended to illustrate the work needed to achieve the outcomes desired by the City of Seattle and Duwamish Valley communities. The City expects that the scope will evolve based on expertise and guidance from the consultant team. The final scope will be negotiated with the input of the successful consultant team.**

## **Task 1: Research: Best Practices and Opportunities**

**Objective 1:** *Identify international best practices, lessons learned, and financing elements that inform the City of Seattle’s approach to just and holistic SLR adaptation financing strategies. Synthesize these best practices with Washington’s regulatory framework and existing value capture tools to identify what is possible now and to identify regulatory gaps to enable best practices.*

- Prepare a brief White Paper on municipal financing elements from the Água Espraiada Joint Urban Operation (JUO) and how they could be enacted in Seattle, given the Washington regulatory framework (See this [working paper](#) for more information on the JUO approach to LVC and the BERK Revenue Analysis for background research on Washington-specific value capture mechanisms and opportunities.)
  - Identify any LVC strategies employed in the JUO model that could be relevant to financing strategies for Seattle’s Duwamish Valley.
  - In partnership with City staff, identify and interview agency and nonprofit participants in the Água Espraiada JUO process to identify lessons and opportunities that are applicable to the SLR adaptation infrastructure financing scenario.
  - Identify regulatory and authority gaps and solutions to enable best practices in Seattle.
  - Expand on SPU [LVC Tools](#) and BERK [Revenue Analysis](#) to illustrate and detail value capture mechanisms that have been and could be implemented in Washington and may provide lessons for financing and funding for the proposed DVRD.
  - Explore two (2) to five (5) additional examples of LVC and/or outcomes-based financing that are directly relevant to the financing challenges in Seattle’s Duwamish Valley, for example (1) a special purpose district using the expanded property tax TIF (2021) funding model and (2) a citywide environmental equity levy. This will build upon the attached BERK Revenue Analysis.

**Objective 1 Deliverables:**

- Draft white paper summarizing relevant and applicable data and lessons from Sao Paulo’s Água Espraiada JUO and Washington-specific land value capture opportunities for City review.
- Updated draft for Community review.
- Final white paper

## **Task 2: Financing Strategies Recommendations**

**Objective 2a:** *Work with the City team, community, and other stakeholders to prioritize options and develop a preferred financing and funding strategy for the DVRD, specifically addressing the costs of SLR adaptation infrastructure, and defined health equity and community wealth-building outcomes. This strategy should prioritize financing and funding mechanisms based on the guiding principles and evaluation criteria established via the SLR Adaptation Infrastructure planning process and should include a clear implementation plan.*

- Based on research and analysis done in Task 1, develop funding and financing strategy and preferred LVC approach for the DVRD.
- Work with City team, community, and other stakeholders to confirm and refine recommendations.
- Summarize financial analysis, legal feasibility and implications, and equity impacts for



- preferred LVC and other financing mechanism options.
- If financing is outcomes-based, detail metrics that define outcomes.
- Develop a detailed plan for steps to implementation.
- Outline a legislative agenda and/or ordinance that would enable this work.

*Objective 2a Deliverables:*

- Draft financing and funding strategy for the proposed DVRD, including implementation plan.
- Updated draft for community review and consensus building.
- Final financing and funding strategy.

**Objective 2b:** Define “benefit areas” or analogous “increment areas” for the Duwamish Valley, with accompanying potential for LVC and scenarios for use of proceeds.

*Objective 2b Deliverables:*

- Coordinate with SLR Adaptation Infrastructure consultant to establish benefit areas that tie to the Sea Level Rise Adaptation Infrastructure Strategy.
- Maps identifying the potential for LVC in specific benefit areas in the Duwamish Valley.

### **Task 3: Racial Equity Evaluation**

**Objective 3:** Work with community and agency partners to integrate racial equity and social justice into the development and implementation of LVC and municipal financing mechanisms.

- Provide technical content in support of conducting a Racial Equity Toolkit (RET) or similar analysis on LVC options. The RET or similar analysis will build on the existing Duwamish Valley Action Plan Racial Equity Outcomes to identify, impacted communities, potential benefits and burdens, and inform the development of associated strategies that produce benefits which can equitably accrue to those most in need, and avoid or mitigate unintended consequences.

*Potential Products:*

- Technical support for the completion of racial equity evaluation.

### **Task 4: Supporting Inclusive Community Outreach & Engagement**

**Objective 4:** Support convenings (e.g., with residents, industries, and other partners) to present research and support decision-making to develop and refine the financing and funding strategy.

- Assist the Community Engagement consultant with developing inclusive community engagement for LVC and municipal financing work.
- Provide community outreach and engagement materials.

*Objective 3 Deliverables:*

- Outreach and engagement materials.

## **7. 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: to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

City will negotiate the scope of work and schedule after the consultant selection process. It is helpful for the Consultant to identify areas of concern in advance.

## **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 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 8.25). For assistance, call Julie Salinas at 206-684-0383.

### **8.2 Pre-Submittal Conference.**

The City will hold an optional on-line pre-proposal conference to respond to questions. Please notify City contacts of you interest in attending the pre-proposal meeting, so that they may manage any technical issues that arise.

### **8.3 Questions.**

Proposers may email questions to the Procurement Contact until Thursday, June 2 at 4:00 p.m. pm. 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 as revised by Addenda.

- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has a **16-page limit specified** (minimum 11 pt. font) in the Response and Submittals Section 9. 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.

### 8.7 Electronic Submittal.

#### The City allows and will only accept an electronic submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact, [Ann.Grodnik-Nagle@Seattle.Gov](mailto:Ann.Grodnik-Nagle@Seattle.Gov) by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it won't 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.

### 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 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 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.

### 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.

#### 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.

#### **8.11 State Business Licensing.**

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

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

#### **8.13 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.

#### **8.14 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.

#### **8.15 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.

#### **8.16 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.

#### **8.17 Readability.**

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

#### **8.18 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.

#### **8.19 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.

#### **8.20 Withdrawal of Proposal.**

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

#### **8.21 Rejection of Proposals.**

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

#### **8.22 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.

### 8.23 Independent Contractor.

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

### 8.24 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.

### 8.25 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 \(OMWBE\)](#).

### 8.26 Insurance Requirements.

Upon award of the Contract, the Consultant shall maintain continuously throughout the entire term of the Contract, at no expense to the City, the following insurance coverage and limits of liability as checked below:

- A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:**
- Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be \$1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL")

\$2,000,000 Products/Completed Operations Aggregate  
\$2,000,000 General Aggregate  
\$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability

**Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000** CSL.

**MSC-90 and CA 99 48 endorsements** required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.

**Worker's Compensation** insurance for Washington State as required by Title 51 RCW.

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.

### 8.27 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>.

### **8.28 Ethics Code.**

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

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

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

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

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation



of City business or on completion of an awarded contract. Update that information during the contract.

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

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

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

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

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

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

#### **8.29 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>.

#### **8.30 Notification Requirements for Federal Immigration Enforcement Activities.**

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

Such requests include, but are not limited to:

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

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

## 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 order requested, may cause the City to reject your response.

### 9.1 Mandatory - Letter of interest (2 page maximum).

Provide a letter of interest that indicates the lead, firm, team organization and team members, and briefly highlights the unique qualities that your team brings to the proposed work.

### 9.2 Mandatory – Minimum Qualifications (6 pages maximum):

Provide a summary that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

### 9.3 Mandatory - Proposed Approach and Preliminary Budget (8 pages maximum):

Provide a written approach to the draft scope of work described in Section 6. The tasks and products described in that section are intended to illustrate the work. The proposed approach should highlight any changes or specific methods the firm would like to use to deliver the desired outcomes. In particular, the proposed approach should identify the following:

- The tactics the team will use to undertake the proposed scope.
- The approach for identifying feasible LVC mechanisms and recommended funding and financing strategies.
- Cost allocation for tasks and/or products within the budget identified in Section 3.

### 9.4 Mandatory - Consultant Questionnaire (not included in page limit):

- Submit the following in your response, even if you sent one to the City for previous solicitations.
- <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>

### 9.5 Proof of Legal Business Name (not included in page limit):

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/>

### 9.6 References (not included in page limit)

Provide references for the project leads who will be responsible for delivering the scope and projects. To the best of your ability, the references should be for performance of similar work. References speak to different types of work or are a personal reference are acceptable; please

identify the characteristics and quality of work for which they are providing the reference (for example, ability to multitask or to balance competing ideas).

## 10. Selection Process.

### 10.1 Initial Screening

The City will review responses for responsiveness and responsibility, and Minimum Qualifications.

### 10.2 Proposal Evaluation

The City will then evaluate proposals using the criteria below. Responses will be evaluated, scored and given a preliminary ranking.

#### Evaluation Criteria:

Experience & Qualifications	30%
Proposal	40%
Proposed Budget Allocation	10%
References	20%

### 10.3 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.

### 10.4 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.

### 10.5 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.

### 10.6 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.

### 10.7 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.

### 10.8 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.

## **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.

### **11.2 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.

### **11.3 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) days, 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.

### **11.4 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)

### **11.5 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>

### **11.5 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>

### **11.8 Standard Consultant Contract Template**

Found here:

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