

**REQUEST FOR PROPOSALS**

FTA Funded Project

Federal Award Identification Number: WA-2021-134-00

CFDA #: 20500

**Consultant Contract**

**Equitable Transit Oriented Development Strategy**

**Recruitment and Facilitation**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release | February 21st, 2023 |
| Optional Pre-Submittal Conference  **Microsoft Teams Meeting, 2:00pm**  **Invitation available upon request** | March 2nd, 2023 |
| Deadline for Questions | March 8th, 2023  2:00 PM PST |
| Response Deadline | March 17th, 2023  11:59 PM PST |
| Interviews | March 29th, 2023 |
| Announcement of Successful Proposer(s) | April 5th, 2023 |

*The City reserves the right to modify this.*

*Changes will be posted on the City website or as otherwise stated.*

**Procurement Contact Information**

Procurement Contact: Andrew Tran, Strategic Advisor

[andrew.tran@seattle.gov](mailto:andrew.tran@seattle.gov) | (206) 256-6218

**Table 2: Delivery Address**

|  |
| --- |
| **Electronic Delivery – E-Mail Address** |
| [andrew.tran@seattle.gov](mailto:andrew.tran@seattle.gov)andrew.tran@seattle.gov |

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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# Purpose and Background.

Background:

Seattle is experiencing growth and investments that have added pressure to the 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 and the Office of Planning and Community Development needs a strong vision for what equitable development could be 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 Ballard Link Extension (WSBLE) corridor. The purpose of the Pilot Program for Transit-Oriented Development (TOD) Planning grant is to do comprehensive planning for the light rail line from Ballard to West Seattle and will have implications for equitable transit-oriented development throughout the City. The main categories of work will be:

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.

Objectives:

The Equitable Transit Oriented Development (ETOD) Strategy and Implementation Plan will refine the City of Seattle’s approach to advancing community-driven outcomes in high-capacity transit station areas. By centering communities who are 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 deliver 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.

This RFP focuses on the ETOD Strategy and Implementation Plan deliverables. The consultant will be expected to provide the following services: recruit, select and on-board members for a community advisory group (CAG), develop a structure for how advisory groups will function, and facilitate a process in which the CAG will lead the development of an ETOD Strategy and Implementation Plan. The consultant team will develop a recruitment and facilitation approach that represents ETOD Values previously developed by a small steering group (see ‘ETOD Summary’ attachment under section 5a).

This contract is estimated to range from $75,000 and not to exceed $125,000. It is anticipated that this contract will receive federal funds and therefore will proceed under this assumption.

# Performance Schedule.

This project will begin upon completion of contracting and continue through Q4 2024. Designing and recruiting advisory groups will begin when the contract is signed through Q3 2023. Facilitating advisory group process may begin in Q3 2023 and continue through Q4 2024.

Please note that the timeline of the West Seattle Ballard Link Extensions (WSBLE) project is dynamic due to Sound Transit Board approvals. Since this project is related to WSBLE, the timeline for this contract may change and will require the consultant to be flexible to accommodate unforeseen schedule changes.

# Solicitation Objectives.

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

* Hire a creative, racial equity-centered, and experienced firm/team to recruit a community advisory group
* Hire a skilled consultant firm/team that has a strong record and experience in leadership development, community building and facilitating community-centered processes
* Hire a skilled firm/team with experience facilitating community centered processes using practices that are restorative to individuals and populations that have historically experienced institutional racism

# Minimum Qualifications.

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

* The consultant must have demonstrated experience working with a public agency in an urban environment similar to the City of Seattle within the last 5 years providing facilitation, planning, public policy and/or community development services.
* The consultant must have demonstrated experience working with community members, community organizations and populations with high risk of displacement similar to that of Seattle within the last 5 years providing facilitation, planning, public policy and/or community development services.
* The consultant must have experience designing and facilitating a minimum of two advisory group or leadership development processes related to public policy, urban planning, or community development in an urban environment similar to the City of Seattle within the last 5 years.

# Scope of Work.

The City is seeking consultant services to select and on-board members for a community advisory group (CAG), develop a structure for how advisory groups will function, and facilitate a process in which the CAG will lead the development of an ETOD Strategy and Implementation Plan.

In addition to the consultant scope below, the consultant will coordinate with project staff from the City as necessary to complete the scope associated with this project. The consultant scope of work is comprised of two main parts:

Part A: Designing and Recruiting Advisory Groups

Part B: Facilitating Advisory Group Process

**Part A: Designing and Recruiting Advisory Groups**

A key component to the ETOD Strategy and Implementation Plan is designing a community advisory group that centers people and communities who have ex­perienced harm and ensure representation from communities often left out of planning processes. These groups include Black and indigenous and people of color, immigrants and refugees, English language learn­ers, LGBTQ people, youth, elders, people living with disabilities, people who are un‐housed, and people with intersecting identities and multiple community ties. As part of the recruitment of community members that represent these communities, the consultant will design a process for identifying and selecting members that is accessible and upholds ETOD process values. A draft summary of the ETOD definition, vision and values can be found at:

<https://seattle.gov/documents/Departments/OPCD/OngoingInitiatives/ETODSummary2023.pdf>.

Work may include:

1. Facilitate a project kick-off and internal alignment process with City staff to confirm an approach for recruiting a community advisory group (CAG) that centers the ETOD Strategy process and implementation values (see attachment)
   1. Consultant convenes series to meetings for City staff to reach consent regarding the goals recruitment
2. Finalize recruitment approach that maximizes representation of CAG based on criteria and ETOD Values
   1. Propose timeline process with milestones that considers the following:

* Nomination process/identifying potential CAG members
* Process for prospective members to apply
* Process to review and select candidates
  1. Develop a marketing and outreach plan that outlines how the advisory group opportunity is solicited

1. Market/solicit committee participation including facilitation of info sessions if necessary
   1. Manage communications with interested parties/prospective applicants
   2. Create platform for staff to answer questions such as info sessions and 1-on-1 meetings
2. Select CAG members through a review process
   1. Develop and facilitate selection process
   2. Organize and prepare applications for review committee
   3. Facilitating meetings for selection and help City staff reach consent

**Part B: Facilitating Advisory Group Process**

The City has already developed a preliminary structure for a community advisory group process and potential outcomes. The success of the CAG in developing an ETOD Strategy and Implementation Plan will require a thoughtful and meaningful process that the consultant will design and facilitate with support from City staff.

Work may include:

1. Facilitating and on-boarding Community Advisory Group (CAG) and Technical Advisory Group (TAG) with Healing and Trust Building retreat:
   1. Propose facilitation approach and staffing
   2. Co-develop Healing and Trust Building curriculum that centers ETOD Values
   3. Facilitate Healing and Trust Building module
   4. Integrate restorative practices and be able to facilitate discussion and interactions around experiences with institutional racism
   5. Organize ETOD staff and TAG in developing curriculum, content, and agenda for CAG meetings
   6. Document, organize and distribute information from each meeting and work session
2. Facilitating ETOD Core work program modules (Refine Foundational Work and Establish Workgroups & ETOD Tactics):
   1. Co-develop participatory work sessions to refine foundational ETOD elements using decision-making protocol established in Task 1:

* Facilitate discussion on historical context and ethos of ETOD (may be done in the Healing and Trust Building Module)
* Facilitate discussion on what ETOD can be (ETOD Vision)
* Facilitate discussion on how we can achieve an ETOD vision (ETOD Values)
* Facilitate discussion on what we mean when we say ETOD (ETOD Strategies)
  1. Work with City staff to develop a committee structure based on ETOD strategies
  2. Manage and coordinate CAG committees (may include some meeting facilitation)
  3. Organize ETOD staff and TAG in developing curriculum, content, and agenda for CAG meetings
  4. Document, organize and distribute information from each meeting and work session

1. Facilitate Development of ETOD Strategy and Implementation Plan:
   1. Develop and facilitate decision-making process for CAG to reach a final ETOD Strategy and Implementation Plan
   2. Schedule and design separate and joint work sessions with CAG and TAG
   3. Document, organize and distribute information from each meeting and work session

# Contract Modifications.

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

# Procedures and Requirements.

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

7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, email FAS\_PC@seattle.gov .

7.2 Pre-Submittal Conference

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

7.3 Questions.

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

7.4 Changes to the RFP/RFQ.

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

7.5 Receiving Addenda and/or Question and Answers.

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

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

7.6 Proposal Submittal.

###### Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The City has page limits specified in Section 8: Response Materials and Submittal. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.7 Electronic Submittal.

The City allows and will accept an electronic submittal.

1. 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).
2. Title the e-mail so it will not be lost in an e-mail stream.
3. Any risks associated with an electronic submittal are borne by the Proposer.
4. The City’s e-mail system will typically allow documents up to 20 Megabytes.

7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer’s offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/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.

7.10 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e., in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition.  If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

7.11 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

1. 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.
2. 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.).
3. 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”.
4. 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.
5. 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.
6. 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>
7. You can find Business License Application help here: [http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
8. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/)
9. 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.
10. The licensing website is <http://www.seattle.gov/licenses>
11. 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.
12. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

7.12 State Business Licensing.

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

7.13 Federal Excise Tax.

## The City is exempt from Federal Excise Tax.

7.14 No Guaranteed Utilization.

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

7.15 Expansion Clause.

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

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

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

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

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

7.16 Effective Dates of Offer.

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

7.17 Cost of Preparing Proposals.

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

7.18 Readability.

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

7.19 Changes or Corrections to Proposal Submittal.

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

7.20 Errors in Proposals.

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

7.21 Withdrawal of Proposal.

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

7.22 Rejection of Proposals.

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

7.23 Incorporation of RFP/RFQ and Proposal in Contract.

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

7.24 Independent Contractor.

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

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

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

7.25 Equal Benefits.

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

7.26A 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.”

7.26B Disadvantaged Business Enterprise (DBE) Program.

As a recipient of Federal Aid Funds, the City of Seattle is required to follow 49 Code of Federal Regulations (CFR) Part 26 “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The Seattle DBE goal at the date of this solicitation is 20.4%. It is anticipated that the agreement resulting from this solicitation will utilize federal funds. Therefore, all requirements under the City’s DBE Program and the SDOT DBE Procedures for Consultant Contracts shall be followed. Washington DBEs are registered here. The U.S. Department of Transportation DBE website hosts links for all state DBE registries for out-of-state entities: <https://www.transit.dot.gov/dbe>.

Consultants are advised that any agreement, including subcontracts, awarded pursuant to this RFQ 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."

7.26C Indirect Overhead and Indirect Cost Rates and Adjustment Requests

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 to the Consultant / Subconsultant(s), the Consultant / Subconsultant(s) may negotiate an appropriate overhead rate. The Consultant / Subconsultant(s) are responsible for charging 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.

7.27 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

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

7.28 Proprietary Materials.

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

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

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

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

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

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

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

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

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure.  While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540).  If you fail to obtain a Court order within the ten days, the City may release the documents.

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

## Requesting Disclosure of Public Records

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

7.29 Ethics Code.

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

No Gifts and Gratuities.

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

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

Campaign Contributions (Initiative Measure No. 122)

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

7.30 Background Checks and Immigrant Status.

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

7.31 Notification Requirements for Federal Immigration Enforcement Activities.

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

Such requests include, but are not limited to:

1. 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
2. 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.

# Response Materials and Submittal.

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

1. **Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you previously submitted one to the city for a different solicitation.

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

1. **Letter of interest – Page Limit (1) (single sided)**
2. **Proof of Legal Business Name (if applicable):**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see [**http://www.secstate.wa.gov/corps/**](http://www.secstate.wa.gov/corps/)

1. **Mandatory – Minimum Qualifications – Page Limit (3) (single-sided):**

List each Minimum Qualification, and exactly how you achieve or exceed 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.

1. **Mandatory - Disadvantaged Business Enterprise (DBE) Requirements:**

The FTA requires implementation of49 CFR Part 26, which requires the City to require contractor responsiveness in engaging DBEs on federally funded projects and to ensure non-discrimination by contractors. The Seattle DBE goal at the date of this solicitation is 20.4% with an 8.4% race conscious component. This solicitation has a mandatory race conscious utilization goal of 4%.

To be considered responsive under this solicitation, Consultant are required to submit the following forms:

* DBE Plan
* Written Confirmation (from each Subconsultant), and
* Proposer’s List

Additional information on these requirements are outlined in the attached Notice to Proposers document.

1. **Mandatory – Proposal Response – Page Limit (10) (single-sided):**

This document details the submittal requirements for your proposal response. The City will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

1. Proposed Team & Qualifications (15 points total)
   1. Provide the proposed team organization including all subconsultants if any. (10 points)
      1. Identify your key team members, including the Project Manager and designated facilitator, 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.
      2. Identify how the proposed staff and team members have successfully worked together on previous projects.
   2. Describe your proposed approach to collaboration over the duration of the project. (5 points)
      1. What strengths and challenges do you anticipate working on a multi-department effort with diverse perspectives? How would you overcome those challenges?
2. Relevant Project Experience (20 points total)
   1. Describe project team members’ experience in successfully delivering projects of similar scale and work elements as required for this project.
      1. Provide example projects performed within the last five years. Example projects should be similar in scope, magnitude and complexity to the work proposed for this project.
      2. Describe the team’s relevant experience in building community relationships and practicing relational culture.
      3. Describe the team’s experience in facilitating the development of equitable planning and policy outcomes with diverse stakeholders and BIPOC communities specifically in the intersection of transportation and equitable development.
      4. Describe the team’s experience in leadership development, community building and facilitating community-centered processes.
3. Project Understanding and Approach (40 points total)
   1. Describe your understanding of the objectives of the project. (10 points)
   2. Discuss and explain your approach to ensuring successful completion of the scope described in Section 5. (30 points)
4. Proposal Response Questions (25 points)

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:

* 1. Describe different decision-making models you would use when facilitating a community advisory group made up of diverse BIPOC voices. (5 points)
  2. Describe how you would facilitate discussions involving complex planning and policy topics to community members without a technical background. Conversely, describe how would you facilitate discussions involving the lived experience of BIPOC community members in efforts to develop planning and policy strategies, approaches, and recommendations. (10 points)
  3. Describe how you would center racial equity and restorative practices in your facilitation approach with individuals from communities that have experienced historical institutional racism. Describe how you would center the lived experience of BIPOC community members. (10 points)

1. **Mandatory – Cost and Pricing:**

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 Work.

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.

1. **Mandatory – Certification Regarding Lobbying:**

49 Code of Federal Regulations (CFR) Part 20.110 requires a signed certificate to be included with your submittal. To be considered responsive, submittals must contain a signed copy of the attached Federal Lobbying Certification.

1. **Mandatory – Debarment Certification**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that the Consultant, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined in 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. To be considered responsive, submittals must contain a completed and signed copy of the attached Federal Debarment Certification.

**Submittal Checklist.**

**Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:**

1. Mandatory - Consultant Questionnaire

2. Letter of Interest

3. Proof of Legal Business Name

4. Mandatory – Minimum Qualifications

5. Mandatory – Disadvantaged Business Enterprise (DBE) Requirements – DBE Plan, Written Confirmation (from each Subconsultant), and Proposer’s List

6. Mandatory – Proposal Response

7. Mandatory – Cost and Pricing

8. Mandatory – Certification Regarding Lobbying

9. Mandatory – Debarment Certification

# Selection Process.

9.1 Initial Screening

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

9.2 Proposal Evaluation

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

**Evaluation Criteria:**

|  |  |
| --- | --- |
| **Criteria** | **Points** |
| Proposed Team & Qualifications | 15 |
| Relevant Project Experience | 20 |
| Project Understanding and Approach | 40 |
| Proposal Response Questions | 25 |
| **Total** | **100 Points** |

9.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact.If interviews are conducted, they will be worth 100 additional points.

9.4 References

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

9.5 Selection

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

9.6 Contract Negotiations

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), DBE and EEO, Confidentiality, Debarment, or mutual indemnification.

9.7 Right to Award to next ranked Consultant.

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

9.8 Repeat of Evaluation:

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

# Award and Contract Execution.

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

10.1 Protests.

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

10.2 Protests – Purchasing and Contracting.

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

10.3 Limited Debriefs.

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

10.4 Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) daytime frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

10.5 Checklist of Requirements Prior to Award.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

* Seattle Business License is current and all taxes due have been paid.
* State of Washington Business License.
* Evidence of Insurance (if required)
* Special Licenses (if any)

10.6 Taxpayer Identification Number and W-9.

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

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

10.7 Insurance Requirements

Proof of insurance is required, link to Insurance Transmittal Form below.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx>

10.8 Standard Consultant Contract Template

Found here:

[http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-PC-consultant-standard-roster-consultant-agreement.docx](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-standard-roster-consultant-agreement.docx)

Additional clauses for Federal Transit Administration funded projects apply to this contract and will be inserted into the contract:



10.9 Federal Information and Forms

1. Notice to Proposers

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1. DBE Plan



1. DBE Written Confirmation



1. Proposer’s List



1. Federal Lobbying Certification



1. Federal Debarment Certification

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