

**REQUEST FOR QUALIFICATIONS**

**Consultant Contract**

**Project Title: Planning and Mobility Studies for Reconnect South Park**

FHWA Funded Project

Grant Agreement: LA10806 (*Reconnect South Park*)

CFDA #: 20.940

The City of Seattle in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Cayce James at [cayce.james@seattle.gov](mailto:cayce.james@seattle.gov) or by calling 206-256-5106.

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release | 2/23/24 |
| Optional Pre-Submittal Conference  **Teams Meeting**  **Invitation available upon request** | 3/5/24  2:00 PM PST |
| Deadline for Questions | 3/21/24  2:00 PM PST |
| Response Deadline | 3/28/24  2:00 PM PST |
| Interviews | Week of 4/15/24 |
| Announcement of Successful Proposer(s) | 4/22/24 |
| Anticipated Negotiation Schedule | 4/23/24 |
| Contract Execution | 4/29/24 |

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: Cayce James, Strategic Advisor, [cayce.james@seattle.gov](mailto:cayce.james@seattle.gov)

Table 2: Delivery Address

|  |
| --- |
| **Electronic Delivery – E-Mail Address** |
| [cayce.james@seattle.gov](mailto:cayce.james@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.

Seattle’s Office of Planning and Community Development (OPCD) received a planning grant from the federal (FHWA) Reconnecting Communities Pilot Program to study the potential removal or restructuring of State Route 99 through South Park, Seattle.

This contract aims to assess different options for the South Park segment of SR 99, with the objective of improving community conditions and local mobility, while also fostering efficient multimodal connectivity within the regional transportation network. Reconnect South Park is a community-developed initiative aiming to address the current harms caused by SR 99 and improve community health, well-being, and economic opportunity. The majority of South Park residents are people of color, and 25% are recent immigrants. South Park has the most youth per capita of any neighborhood in the city, and most areas where neighborhood children congregate—the elementary school, parks, the library, and the community center—are directly adjacent to SR 99. South Park residents face several environmental challenges, including pollution from nearby industrial activity, highways, and overhead flight paths­. Cumulatively, these environmental burdens cause South Park residents to have a 13-year shorter life expectancy than residents of other Seattle neighborhoods. State Route 99 cuts diagonally across the neighborhood’s street grid and divides South Park in two. There is currently only one on-grade crossing point on a busy freight route and one pedestrian overpass. The project aims to address travel demand, mobility analyses and broader technical analysis that will contribute to ongoing efforts to explore options for the future of SR 99 in South Park.

Study Area:

Reconnect South Park developed with a focus on the segment of SR 99 that cuts through South Park from the 1st Ave S Bridge to the north to the cloverleaf interchange at the intersection with Des Moines Memorial Dr S in the south. This study will need to consider impacts and potential changes to SR 99/599 through Tukwila as well as East Marginal Way S. Traffic impacts will need to be assessed along alternative routes including SR 509, SR 518, and I-5 as well as along nearby arterials, bridges, and local streets, including 14th Ave S and S Cloverdale St. The Consultant Team will identify key origins and destinations associated with different modes of travel and refine the draft study area (shown in the jpg below) accordingly as part of this Scope.

Map

Description automatically generated

# Performance Schedule.

This Contract is anticipated to run from Q2 2024 – Q3 2026. The anticipated schedule is as follows. Refer to Section 5 (Scope) for further details on tasks and objectives for each Part listed below:

* **Q2 2024-Q4 2024** |Part IA: *Potential Futures Analysis and Community Vision Plan* and Part IB: *Defining Methodologies and Regional Travel Demand*
* **Q4 2024-Q3 2025** | **Community Vision Plan Release** (state legislature deadline of end of 2024 is being considered in the current session for extension to June 2025)
* **Q4 2024-Q3 2026** |Part II: *Multimodal Mobility Analysis and Preliminary Environmental Review*
* **Q3 2026: Mobility Analysis Report Release**

The City anticipates possibly awarding for an initial contract amount of **$1,000,000.** The initial contract value and duration may be increased in varying contract dollar amounts and time. The **Budget Period End Date for the subject FHWA Grant is June 30, 2029.**

# Solicitation Objectives.

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

1. Support OPCD’s project management through a tight timeline and use of state and FHWA transportation funds. Support interagency coordination and engagement.
2. Conduct travel demand and multidisciplinary planning analyses to evaluate multiple options for SR 99 and inform community visioning efforts. Combine inputs from community visioning efforts (outside this Scope) with analysis summaries to develop a Community Vision Plan.
3. Identify and model potential impacts to local and regional multimodal mobility associated with different options, develop strategies to mitigate negative impacts and maximize benefits, and reiterate analyses to test these strategies.
4. Identify and assess how each option may impact the environment and air quality.
5. Document findings in ways that are accessible to a wide variety of audiences, well-organized, graphic-rich, and compelling.

# Reserved.

# Scope of Work.

The technical analysis is composed of the following parts, which will be coordinated with and informed through community engagement and implemented through an iterative process as proposed by the Consultant Team in accordance with the approximate timeline set forth in Section 2.

The tasks described in this Scope will be building off previous technical studies and community engagement efforts. This [Story Map](https://storymaps.arcgis.com/stories/c49c70668d9b415a8d848d1755ba3ec3) provides background information on the project. The [2023 Annual Report](https://www.beautiful.ai/player/-NnM1Ot3EOchBJtLJawW/Reconnect-South-Park-2023-Annual-Report) summarizes community engagement activities and findings from last year.

Acronyms and definitions used below

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

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

**Coalition:** The Reconnect South Park Coalition or any future organization tasked with leading community engagement efforts on this project.

**Interagency Partners:** The facility owner (WSDOT) and other agencies that may be interested/impacted by this work such as the Port of Seattle/NWSA, King County, Puget Sound Regional Council, the City of Tukwila, etc.

**Potential Futures:** High-level options for highway reconfiguration currently being considered. The Potential Futures will consist of three to six (3-6) options potentially including highway to boulevard conversion, full removal, undergrounding the highway, mitigation, and no change.

**Community Vision Plan (CVP):** A high level plan for the future of the highway that will be informed by the Potential Futures Analysis and defined through community input (engagement is scoped under a separate contract).

**Community-Selected Future (CSF):** A singular or composite Potential Future put forward in the Community Vision Plan. Determined through community engagement, the CSF may represent a single option, a limited spectrum of options, or a hybrid of different options.

**Multimodal:** Walking, cycling, driving, public transit, assisted mobility, and freight.

**Part IA. Potential Futures Analysis and Community Vision Plan**

1. **Develop a Potential Futures Analysis and Community Vision Plan**

*Objective: Conduct cross-disciplinary analyses to evaluate multiple Potential Futures and inform community visioning efforts. Format and design inputs from community visioning efforts alongside the Potential Futures Analysis to develop the Community Vision Plan.*

1. Review and finalize initial fatal flaw and engineering assessments to determine which Potential Futures will be evaluated in the analysis.
2. Work with the City to finalize the draft evaluation methods that will be applied, based on community goals that have already been developed and vetted. Use those goals and methods to assess the health, mobility, safety, environmental, and economic impacts of each Potential Future. For more information on draft goals and methods refer to the following document:  
   
3. Evaluate the relative cost, schedule and permitting requirements, and constructability of each Potential Future.
4. Finalize the Potential Futures Analysis as a document and associated presentation.
5. Combine findings from the community visioning and engagement efforts (conducted outside this Scope) with the Potential Futures Analysis to develop and design the Community Vision Plan. Work with the City and Coalition to develop the organization and key elements of this document. The Community Vision Plan will put forward and focus on a Community-Selected Future, derived through engagement (outside this Scope), however it will also include engagement and technical findings on the other Potential Futures that were considered. Both the Potential Futures Analysis and Community Vision Plan need to be accessible to a wide variety of audiences, well-organized, graphic-rich, and compelling.

**Part IB. Regional travel demand analysis**

1. **Define methodologies**

*Objective: Develop methodologies and assumptions that will be used for mobility analysis work conducted throughout this Scope.*

* 1. Coordinate with City and interagency partners to define study area and time horizons for analysis.
  2. Conduct market analyses (origin/destination patterns, desired modes, travel needs, etc.) on current and future users of the highway and travelers on local street networks.
  3. Identify planned projects that may impact modeling inputs and results (such as SR 509 expansion and terminal development projects).
  4. Develop guiding assumptions for future forecasting that reflect anticipated growth in the region, as well as community-led priorities and agency-led climate action plans and mode shift targets.
  5. Determine evaluation methods and objectives that will be applied throughout the project Scope described herein.

1. **Regional travel demand analysis**

*Objective: Identify how each Potential Future under consideration may impact regional travel patterns and emergency response scenarios in order to aid stakeholders in selecting a Potential Future for the Community Vision Plan.*

* 1. Use methodologies defined through the above to revise (if needed), calibrate, and run regional models to identify future travel patterns that may emerge in association with each Potential Future.
  2. Conduct emergency response analysis to evaluate how each Potential Future might impact Incident Response Times, seismic lifeline routes, and function in other emergency scenarios.
  3. Develop maps, summaries, and memos describing findings that can be incorporated into the Potential Futures Analysis and Community Vision Plan (CVP).

**Part II. Multimodal mobility analysis and preliminary environmental review**

1. **Multimodal mobility analysis**

*Objective: Identify and analyze multiple concepts for the Community-Selected Future identified in the Community Vision Plan. For each concept, identify potential impacts to local and regional travel, develop strategies to mitigate negative impacts and maximize benefits, and reiterate analyses accordingly.*

* 1. Work with City, Coalition, and interagency partners to define three to five (3-5) concepts for the Community-Selected Future (CSF). For example, if the CSF is a boulevard option, these will be three to five different types/configurations of boulevards or arterials.
  2. Use methodologies defined in Part IB to calibrate and run macro-, meso-, and microscopic models, as determined above, to evaluate potential impacts to local and regional multimodal mobility associated with each concept defined above.
  3. Conduct emergency response analysis on each concept.
  4. Work with City and interagency partners to identify potential mitigation measures that could alleviate possible negative impacts identified through modeling efforts. Refine options and update analyses to reflect these mitigation measures.
  5. Identify a phasing plan for the concepts.

1. **Early environmental issues review**

*Objective: Identify and assess how each concept under consideration may impact the environment and air quality.*

* 1. Assess environmental impacts (particularly emissions and air quality) alongside traffic and mobility studies.
  2. Identify and elevate potential environmental issues associated with each concept under consideration, including in relation to flooding and sea level rise, pollution and contamination, habitat, and the Superfund site cleanup efforts.

1. **Report development**

*Objective: Summarize and describe analysis findings.*

* 1. Distill and communicate findings for review by City, interagency partners, and public at key milestones.
  2. Develop a final report summarizing findings with a clear and accessible executive summary.

**Part III. Coordination, Project Management, and Communication**

1. Regularly coordinate with the City and key interagency partners and internally coordinate and manage all contributors on the Consultant Team.
2. Work with the City to develop an interagency engagement plan and implement this plan. Lead interagency advisory meetings or workshops, including development of meeting agendas and supporting materials; presentations; meeting facilitation; and meeting summaries.
3. Research and document other efforts that may influence this work, such as the Puget Sound Gateway Program, Sound Transit Expansions, I-5 Master Plan, Port Facility Developments, etc.

1. Work with the City to coordinate timelines and work plan with related efforts and initiatives.
2. Coordinate work with input from Coalition and community engagement efforts and communicate and coordinate milestones and deliverables with the City and Coalition.

**Anticipated Core Functions:**

* Project Management
* Traffic/ multimodal analysis and modeling
* Transportation planning
* Environmental planning and analysis and greenhouse gas emissions calculations
* Road traffic noise analysis and abatement
* Emergency response modeling
* Environmental health and environmental planning
* Health impact assessments
* Urban and regional planning, including land use planning
* Civil and structural engineering
* Landscape architecture and street design
* Cost estimating

The consultant team should have familiarity with the permitting and scheduling of large infrastructure projects; and the standards, design processes, methodologies and tools used by SDOT, WSDOT, and FHWA and other city, state, and federal agencies relevant to the project.

# Contract Modifications.

The contract boilerplate is attached (See Attachments Section).

The City has attached its boilerplate contract terms and conditions to allow potential proposers the opportunity to be familiar with boilerplate terms prior to investing time in a submittal. This contract is funded with federal aid program funds by the Federal Highway Administration (FHWA). The Federal clauses applicable to this contract are in the Standard Consultant Contract Template with Federal Clauses and shall be included in all subcontracts. Consultants submitting proposals understand all contract terms and conditions are mandatory. Your submittal in response to the RFQ indicates your agreement to the contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

# Procedures and Requirements.

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

**7.1 Registration into the Online Business Directory**

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, email [FAS\_PC@Seattle.gov](mailto:FAS_PC@Seattle.gov).

## 7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to submit. The meeting answers questions about the solicitation and clarifies any issues or 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.

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## 7.4 Changes to the RFQ.

The City may make changes to this 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 RFQ will be made by formal written addendum issued by the City and shall become part of this 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 and encourages potential submitters to go directly to the City’s procurement platform.

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.

###### Submittals 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 the Response Format section 8. 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 Reserved.**

**7.8 Electronic Submittal.**

The City requires an electronic submittal

The electronic submittal is e-mailed to the Electronic Delivery – E-Mail Address (see table 2).

Include the Solicitation Title and Number in the e-mail subject so it won’t be lost in an e-mail stream.

Any risks associated with an electronic submittal are borne by the Proposer.

The City’s e-mail system will typically allow documents up to 20 Megabytes.

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

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

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## 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 can be found 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 resolicit 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**.

Generally, all work including option and option pricing must be priced and agreed upon in the Agreement. However, this Agreement scope may be expanded for new or revised work in compliance with changes and amendment options afforded to the City of Seattle as a federal grant recipient provided for within 2 CFR 200 and in compliance with state law, and City requirements. Generally new or modified work (a) may not have been reasonably known by the City or Consultant at time of solicitation, (b) would not attract a different field of competition, (c) does not change the identity or main purpose of the Agreement, (d) and otherwise does not result in a cardinal change in scope or size of 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 for new or revised work 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 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 consultants 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. The completed Consultant Questionnaire will become an exhibit to the contract for the selected consultant.

**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.”

**A contract goal of 19% has been established for this procurement. The DBE goal for this procurement is race conscious.**

Therefore, all requirements under the City’s DBE Program and WSDOT and Federal DBE Procedures for Consultant Contracts shall be followed.

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

Consultants are advised that any agreement, including subcontracts, awarded pursuant to this 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**

**The resulting contract from this RFQ will require that all Consultants and SubConsultants have Indirect Overhead / Indirect Cost Rate Documentation and Adjustments that comply with federal requirements by the time the contract is to be executed.**

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 use a Safe Harbor 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 City of Seattle.

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 as outlined in the Insurance Transmittal detailing the specific evidence of insurance required for this contract. The apparent successful consultant 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. Alternatively, consultants 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).

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

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

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

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

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

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

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

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

## Requesting Disclosure of Public Records

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

**7.29 Ethics Code.**

Familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. 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.For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or [**polly.grow@seattle.gov**](mailto:polly.grow@seattle.gov).

**7.30 Background Checks and Immigrant Status.**

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

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

Unless prohibited by federal law, 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 order requested, may cause the City to reject your response.**

1. **Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you sent one to the City for previous solicitations.

## 

1. **Letter of interest (Page Limit 1 single-sided)**
2. **Proof of Legal Business Name (Page Limit 1 single-sided)**

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

The FHWA requires implementation of 49 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.

**This solicitation has DBE utilization goal of 19%.**

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

1. **Mandatory - Proposal Response**: **(Page limit 12 single-sided)**

This document details the submittal requirements for your proposal response.

1. Qualifications of Key Personnel

1. Provide short biographies for your proposed team. Specifically identify your Project Manager and Key Leads. For each key contributor, describe how their background and experience aligns with the proposed project. Include (1) applicable licensures, (2) experience in their proposed role on this solicitation, (3) experience working on FHWA and/or WSDOT funded projects, and (4) a concise list of relevant projects within the past seven years.
2. Describe how the team’s composition is suited to the project needs. Describe the strengths the proposed team will bring to this project.

2. Firm Experience

Provide a description of 3-7 projects showing:

1. Proposed team has relevant experience conducting all areas of work described with the scope described in Section 5.
2. Proposed team has experience with community reconnection projects. (Projects aiming to address health or mobility concerns related to a highway or arterial and/or projects that focus on building or restoring a more complete multimodal network).
3. Proposed team has experience uplifting community expertise in a mobility analysis project or transportation planning project and using community goals to evaluate different transportation concepts.
4. Proposed team has experience working with Duwamish Valley communities and/or communities with similar qualities, concerns, and conditions.
5. Proposed team has relevant experience conducting mobility analyses for all modes (walking, cycling, driving, public transit, assisted mobility and freight) and scales (macro-, meso-, and microscopic) described within the scope.
6. Proposed team has experience efficiently utilizing the modeling data and tools relevant to this region.
7. Proposed team has relevant experience developing modeling assumptions and techniques that balance and reflect diverse needs and concerns. (Such as community public health concerns and freight mobility needs).
8. Proposed team has relevant experience identifying issue areas with a mobility network concept, identifying potential mitigation measures, and testing and refining the concept.
9. Proposed team has experience conducting emergency response modeling.
10. Proposed team has experience performing environmental analyses and evaluating the potential emission impacts of mobility network concepts.
11. Proposed team has experience developing compelling, informative, and accessible analysis reports and documentation for multiple audiences including agency subject matter experts, policy-makers, and community members.

***Only include project examples which were performed by staff that are proposed to perform equivalent work in an equivalent or similar role on this project. For each project, list the staff involved and their role.***

3. Ability to Meet Schedule

1. Describe the capacity of the project team to support and complete the work as described. Include organizational depth demonstrating your team’s flexibility to provide staffing based on project demands, emergent project needs, and the anticipated availability of key individuals for the year of this project (prime and subconsultants). Consider the project team’s current and planned workload, and any concurrent projects to determine if staff are sufficiently available.
2. Provide an organizational chart outlining the team’s structure and reporting relationship between individual team members.
3. Briefly describe the team’s proposed approach to communication and coordination. Propose ongoing and overall processes for coordinating and collecting input amongst the Consultant Team as well as with the City, Community, agency partners, key stakeholders, and policy-makers within timeline and budget constraints. Also discuss how the team plans to communicate project findings and collect input from the broader public, with the understanding that community engagement is being led under a different contract.

4. Approach to Work

1. Demonstrate understanding of project concept and required services, including (1) technical challenges likely to be encountered in the course of project development; (2) concerns of the local communities and stakeholders to be served by the project, (3) federal, state, or local process requirements or approvals and their implications for project development; and (4) other risks to successfully implementing the project in accordance with scope, schedule and budget. Describe the team’s proposed project delivery approach for meeting the project Scope and describe a clear process, key milestones, and a proposed timeline.
2. Describe the team’s proposed approach to addressing the issue of induced demand. Describe how your team will approach navigating potential conflicts and contradictions between conventional modeling practices, climate and mode-shift goals, different agency expectations, growth predictions, and the needs of current roadway users and surrounding communities while conducting the mobility analysis work described within the Scope. Wherever possible, provide examples from past projects. Structure your response such that your approach and high level strategies are clear to all reviewers, while also providing any important technical details.
3. The Potential Futures Analysis will evaluate different options (Potential Futures) for the highway based on goals that have arisen through community engagement. These are: Health and Wellbeing, Affordability and Economic Opportunity, Mobility and Connectivity, and Healthy Environment. The analysis will also consider relative cost and constructability. This analysis will need to help community members and other interested parties understand how the different Potential Futures under consideration might contribute or detract from these goals. This work also needs to be completed within an expedited time frame (3-6 months). How would your team approach and organize these studies? Please provide information on what types of evaluation methods you would utilize and why.
4. Familiarity with WSDOT/FHWA standards

Briefly describe the team’s familiarity with WSDOT and FHWA standards.

1. Past Performance

Provide client references with phone numbers and emails for the projects listed above (Firm Experience). Specify the client, location, project name, consultant firm members and participating individuals and role on team (principal, project director, etc.), brief description (type of work, implementation results or status), dollar value, completion date, project funding source, DBE % commitment and DBE % achieved, and other relevant information as needed. The City reserves the right to contact other references in addition to those provided by the respondent.

Do not list projects which do not include key staff proposed for this contract.

1. Approach to Meet the DBE Goal

Describe your methodology used when developing your DBE Participation Plan. Provide your approach to meaningfully engaging and monitoring DBEs over contract life.

1. **RESERVED**
2. **Mandatory – Indirect Overhead & Indirect Cost Rates and Adjustment Requests Confirmation.**

The Prime Consultant and all Subconsultants per 7.26C Indirect Overhead and Indirect Cost Rates and Adjustment Requests are required to provide documentation substantiating their Indirect Cost Rate (ICR) if awarded this contract. Prime Consultant must confirm that teaming Subconsultants have a current ICR (preferably WSDOT) compliant with Federal Acquisition Requirements (FAR). Please confirm that Prime Consultant has completed this ICR check by stating the following in Consultant’s submittal:

**[Prime Consultant] confirms that the proposed Consultant project team has current Indirect Overhead & Indirect Cost Rate documentation. [Prime Consultant] has confirmed with the following Consultants: [Subconsultant 1, Subconsultant 2, Subconsultant 3, etc.].**

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. RESERVED

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

6. Mandatory – Proposal Response

7. RESERVED

8. Mandatory – Indirect Overhead & Indirect Cost Rates and Adjustment Requests Confirmation

9. Mandatory – Certification Regarding Lobbying

10. Mandatory – Debarment Certification

# Selection Process.

**9.1 Initial Screening**

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

**9.2 Proposal Evaluation**

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

|  |  |  |
| --- | --- | --- |
| **#** | **Evaluation Criteria** | **Points** |
| 1 | Qualifications of Key Personnel | 15 |
| 2 | Firm Experience | 15 |
| 3 | Ability to Meet Schedule | 15 |
| 4 | Approach to Work | 20 |
| 5 | Familiarity with WSDOT/FHWA standards | 5 |
| 6 | Past Performance | 10 |
| 7 | Approach to Meet DBE Goal | 10 |
| **Total from Proposal** | | **90** |
|  | Interview | 10 |
| **Total** | | **100** |

* 1. **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 10 additional points.

* 1. **References**

The City will 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 responsible Proposer(s) with a responsive proposal 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 does not intend to negotiate the terms and conditions of the attached standard consultant contract template. 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 City’s 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 RFQ selection process shall provide written notice to the Procurement Contact.

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

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <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. Any requested debriefs will occur after contract negotiations have concluded.

**10.4 Instructions to the Apparently Successful Consultant(s).**

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

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

**10.5 Checklist of Requirements Prior to Award**.

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

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

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

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**

<https://wsdot.wa.gov/sites/default/files/2021-10/LP_AEPS-NegotiatedHourlyRate.pdf>

**10.9 Federal Information and Forms**

01. RESERVED.

02. DBE Plan

03. DBE Written Confirmation

04. Proposer’s List

05. Federal Lobbying Certification

06. Federal Debarment Certification

1. RESERVED
2. DBE Plan



1. DBE Written Confirmation



1. Proposer’s List



1. Federal Lobbying Certification



1. Federal Debarment Certification

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