



REQUEST FOR PROPOSALS

In pursuit of a Consultant Contract

Request for Proposal

TITLE: RFP-OED-Seattle Neighborhood Retail and Ground Floor Analysis

This material can be made available in an alternate format by emailing Anthony Johnson at Anthony.Johnson@seattle.gov or by calling 206-635-1286. 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.

Table 1 - Procurement Schedule

Schedule of Events	Date
RFP Issued	Monday, 5/6
Deadline for Questions	Wednesday, 5/30
Proposals Due to the City	9am PST on Monday, 6/3
Interviews, if conducted	Mon. Jun 10 - Fri. June 28
Announcement of Successful Proposer(s)	Early July
Contract Award and Start Date	Mid July

Completed RFP Response Forms are due 9:00 a.m. PST on Monday, 6/3 and to be e-mailed to Anthony.johnson@seattle.gov with the subject line: OED Retail and Ground Floor Analysis. Late applications and paper copies will not be accepted. Failure to type the title into the email subject line may result in your email and/or submittal not reaching the city contact within the time intended. For more information contact Anthony Johnson, Business District Advocate at 206-635-1286 or Anthony.johnson@seattle.gov

The City may modify this schedule. Changes to the due date are posted on the City website and by amendments or as otherwise stated.

Procurement Contact Information

Procurement Contact and Electronic Submittal Email

Anthony Johnson, Anthony.Johnson@seattle.gov
Business District Advocate, Office of Economic Development

Electronic Delivery of Submittal – E-Mail Address
<p>Anthony.Johnson@seattle.gov</p> <p>SUBJECT: OED Retail and Ground Floor Analysis</p> <p>Failure to type the title into the email subject line may result in your email and/or submittal not reaching the city contact within the time intended.</p>

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until the 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.

By responding to this Request for Proposal (RFP), Proposer agrees that it has read and understands all documents within this RFP package.

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1. Purpose and Background.

Background

The elements of successful commercial corridors are shifting with the rise of e-commerce, the continuance of hybrid work, the contraction of big box retailers' footprints, and other economic forces following the COVID pandemic. These changes are reshaping downtowns as well as the retail nodes across neighborhoods and creating a need to rethink prior strategies and practices. Neighborhoods are seeking to revitalize commercial ground floor space, reduce vacancies to preserve and encourage walkability, support businesses that reflect the priorities of the existing community, attract visitors, and use data to leverage investment opportunities from developers.

To support neighborhoods downtown and throughout Seattle in their work building equitable, thriving, commercial corridors, the City of Seattle is seeking consultants to conduct Retail and Ground Floor Revitalization Analyses. Seattle continues to grow rapidly in population and mixed-use density across many neighborhood business districts. While neighborhoods may share characteristics and challenges, each has unique qualities and strengths. The studies should be tailored to address them individually and offer insights into their market. The City is emphasizing the ground floor, and is open to exploring a variety of ground floor uses that contribute to the vitality of a neighborhood from traditional retail amenities like shopping and restaurants, to schools, community centers, health care facilities, yoga studios, etc.

A retail and ground floor analysis must include both 1) analysis and 2) recommended strategies for implementation.

Purpose

This RFP is focused on a Retail and Ground Floor Revitalization Analysis. OED is seeking an analysis for 8-9 Seattle neighborhoods and 2-3 Downtown neighborhoods, each of which should include an analysis and implementation plan for the neighborhood to implement recommendations and work towards community vision. The City is looking to award one or more contracts depending on expertise and experience with different neighborhood profiles. Please indicate which neighborhoods are included in your proposal and indicate any experience you have with similar neighborhoods.

Total cost for all studies is estimated not to exceed \$500,000. Proposals will be considered that fit within this funding amount and include both analysis and robust implementation plans as part of the proposed budget. In your budget proposal please show the cost by neighborhood and analysis vs implementation. With this solicitation, the City intends to build a pool of eligible, qualified, and competitive contracts to provide these products and/or services. The City may select one or more consultants to achieve the scope outlined above based on the expertise and experience of applicants. Please indicate in your proposal what neighborhoods you are including and budget.

2. Performance Schedule.

The work under the resultant contract will begin upon contract execution (after issuance of a Notice to Proceed by the City) This project will begin upon completion of contracting and continue throughout 2025. Retail and group floor analysis to begin in Q2 2024.

Schedule of Events	Date
Neighborhood Partners Selected	Mid April
RFP Issued	Monday, 5/6
OED reviews all applications and filters down candidates to interview	Early June
OED and neighborhood partners conduct interviews	Mon. Jun 10 – Fri. June 28
OED and neighborhood partners make consultant(s) selection decisions	Early July
Contract Award and Start Date	Mid July
Initial meeting with neighborhood partners	Late July
Initial findings shared with the City	Start of Q4 2024 or Q1 2025
Contract Ends	Maximum contract length is 12 months with an ideal end date 9 months from initial award

3. Solicitation Objectives.

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

- Serve as a catalyst and resource to support neighborhoods in advancing their own priorities.
- Help align public, private, and philanthropic efforts to create the best commercial “mix” and experience on street level.
- Strategically inform OED investments in its [Commercial Affordability Programs](#), such as the [Tenant Improvement Program](#) and [Business Ownership Fund](#), and [Seattle Restored](#).
- Complement the work OED is doing to support BIAs and expand Seattle Restored into new neighborhoods.

4. Minimum Qualifications.

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

- Demonstrate knowledge of/experience conducting retail and ground floor revitalization analysis. The consultant should be adept at research analysis, conducting interviews and gathering insights, and creating and supporting implementation plans.
- Expertise working in/with communities and businesses to understand their priorities and expertise in communicating the impact of retail strategies to communities.
- A commitment to racial equity and experience communicating about racial equity issues in commercial and neighborhood spaces.

Additional qualifications that the City will consider include:

- Experience performing retail or ground floor studies in downtown neighborhoods
- Experience performing retail or ground floor studies in similar neighborhoods to those in Seattle (e.g. small neighborhoods, neighborhoods with several retail nodes, etc.)
- Experience performing retail or ground floor studies in neighborhoods that are primarily composed of BIPOC residents.
- Experience collecting input and communicating out findings in various languages and taking other accessibility considerations into account to ensure the broadest possible reach.
- Experience working closely with CBOs and helping guiding them.
- Experience working closely with the OED team and our partners.

This RFP represents an overview of the opportunity; if you feel passionate about our mission and values, and believe you have the skills to meaningfully contribute to OED's research agenda, we want to hear from you.

5. Responsibility Analysis.

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

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

1. Be neither debarred nor suspended under DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. parts 180 and 1200 and are not listed on the federal General Services Administration System for Award Management (SAM) Excluded Parties list;
2. Not on any Washington state debarment list or any City debarment or suspension list;

3. Has no known conflict of interest, which is defined on page 19;
4. Agrees by the act of a proposal submittal to the provisions and requirements stated herein and within the proposed contract as amended by negotiations if any.

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

- The financial resources adequate to perform the contract or the ability to obtain them; The ability to meet the required delivery or performance schedule, taking into consideration all existing commitments;
- Has no unsatisfactory performance experiences that reflect on the ability to perform the proposed scope of work;
- A satisfactory record of integrity and business ethics;
- The organization, experience, accounting and operational controls, and technical skills or the ability to obtain them to perform the scope of work;
- In compliance with applicable licensing and tax laws and regulations;
- Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them, as required to perform the scope of work;
- In compliance with applicable Disadvantaged Business Enterprise (DBE) requirements;
- Meets any other criteria that may be required to show responsibility in the opinion of the City and/or as specified in this solicitation.

6. Scope of Work.

The City of Seattle is seeking experienced consultants to conduct commercial and retail analyses in OED is seeking an analysis for 8-9 Seattle neighborhoods and 2-3 Downtown neighborhoods focused on retail and ground floor revitalization. The scope includes both analysis and an 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 expected two main outputs:

1. Retail and Ground Floor revitalization Analysis for 8-9 neighborhoods - the consultant should include in their proposal how many neighborhoods they believe they can cover in their scope.
2. All proposals should include a detailed roadmap and implementation plan for the neighborhood to move from analysis to implementation. The proposal should describe how the consultant will incorporate both elements.

Additional details:

- Consultants should detail how they will gain a better understanding of the unique challenges of a neighborhood. The City is issuing the RFP, but selected neighborhoods will be facilitating the

study so consultants should be proficient at working with different community and neighborhood types. This includes partnering with neighborhood BIAs or a similar organization.

- In your proposals, consultant should provide additional examples and analysis that could be useful in a specific content (i.e. what kind of analysis will be most helpful to each specific neighborhood)
- Where able, OED would like to see the consultant engage with community and key stakeholders to deepen the understanding of why challenges existing and provide more nuance and detail to implementation plans.
- This should be a report that is useful to:
 - OED and the City of Seattle
 - BIAs/Implementing Agency
 - Business Owners
 - Developers and/or Property Owners
- There are several approaches that can be taken based on whether a neighborhood already has a retail analysis. The consultant should propose an approach for doing a deep dive analysis and implementation roadmap or how they will layer new analysis onto an existing study.

Approach	Best for neighborhoods who...
(#1) Deep Dive Analysis and Roadmap	<ul style="list-style-type: none"> ● Have a BIA or implementing organization, but have never had a retail analysis before ● Must include a detailed roadmap and action plan for moving from analysis to implementation
(#2) Layer on analysis with focus on implementation plan	<ul style="list-style-type: none"> ● Have a BIA or implementing organization and have an existing retail analysis that may be outdated ● Must include a detailed roadmap or action plan for moving from analysis to implementation

Statement of Racial Equity

The City is committed to ensuring equity is integral in the selection of a consultant. This will include understanding your firm’s approach to equity overall and how you will incorporate equity into this project.

Here is how the City is thinking about racial equity.

- Looking to focus on [high priority equity neighborhoods](#) as much as possible based on readiness
- Looking for consultants who understand racial inequities that have caused harm in neighborhoods (such as displacement and gentrification) and how that impacts the analysis, importance of community vision, and implementation.
- Look for proposals that include community and/or stakeholder engagement.
- Review proposals for equity in the project approach and anticipated outcome (See Criteria for Evaluation below)
- Elevate the <https://www.seattle.gov/rsji/resources> as a tool that communities can use to assess the impact that the neighborhood plan would have on racial equity.

Anticipated Neighborhoods receiving a Retail and Ground Floor Analysis which could include, but not limited to:

Seattle Neighborhood	Neighborhood Partner
Phinney-Greenwood	Phinney Neighborhood Assoc.
West Seattle	West Seattle Junction Assoc.
Ballard	Ballard Alliance
Lake City	Akin
South Park	Only in South Park
Rainier Valley	RBAC and Mt. Baker Hub
Beacon Hill	Beacon Business Alliance
University District	U District Partnership
Commercial Core (areas such as Belltown, CID, Pike/Pine)	Multiple

7. Contract Modifications.

The City uses a standard boilerplate with requirements for consultant contract. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Disadvantaged Business Enterprise (DBE), Audit and Records Retention provisions, Confidentiality, Debarment, or mutual indemnification. Exceptions to those provisions must be summarily disregarded.

8. Procedures and Requirements.

The City of Seattle has the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

8.1 Registration into the City Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see Section 8.26). For assistance, email FAS_PC@seattle.gov.

8.2 Pre-Submittal Conference

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

8.3 Questions.

Proposers may email questions to the Procurement Contact on page 2 of this document, until the deadline for questions which is stated on page 1 (or as otherwise amended). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to ensure they receive responses to questions if any are issued.

8.4 Changes to the RFP/RFQ.

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

8.5 Receiving Addenda and/or Question and Answers.

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

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

8.6 Proposal Submittal.

- A. Proposals must be received by the City no later than the date and time on page 1 except if revised by published Addenda.
- B. All pages in your proposal submittal are to be numbered sequentially, and closely follow the requested formats.
- C. The City has page limits that apply to the various submittal documents. These are specified in Section 9: Response Materials and Submittal. Any pages that exceed the page limits will be excised from the document for purposes of evaluation.
- D. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

8.7 Electronic Submittal.

The City requires an electronic submittal in lieu of an official paper submittal.

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

8.9 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.

8.10 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 firm or individual that is intended to, in the opinion of the City, discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

8.11 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

- A. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- B. A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
- C. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have “physical nexus”.
- D. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- E. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- F. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- G. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- H. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- I. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
- J. The licensing website is <http://www.seattle.gov/licenses>
- K. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- L. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

8.12 State Business Licensing.

Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the

company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

8.13 Federal Excise Tax.

The City is exempt from Federal Excise Tax.

8.14 No Guaranteed Utilization.

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

8.15 Expansion Clause.

The contract limits expansion of scope and new work not expressly provided for within the RFP/RFQ. Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

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

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

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

the City agreement with the federal agency. This may also include changes to any information incorporated by reference.

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

8.16 Effective Dates of Offer.

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

8.17 Cost of Preparing Proposals.

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

8.18 Readability.

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

8.19 Changes or Corrections to Proposal Submittal.

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

8.20 Errors in Proposals.

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

8.21 Withdrawal of Proposal.

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

8.22 Rejection of Proposals.

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

8.23 Incorporation of RFP/RFQ and Proposal in Contract.

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

8.24 Independent Contractor.

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the Consultant. Consultant

workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City. Contract workers shall not be given City office space. Consultants will perform most work from their own office space or the field.

8.25 Equal Benefits.

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

8.26 CONTRACTING WITH SMALL AND MINORITY OWNED BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned (WMBE) subcontracts. The USDOT also requires such efforts, as well as contracting with small businesses and labor surplus area firms when selecting and performing on projects that include federal USDOT funds ((Master Agreement (30), page No and Circular 47201. All proposers must agree to SMC Chapter 20.42 and to federal regulations of 2 CFR 200.321 b (1) through (5) if this contract has federal funds. All proposers must seek meaningful subconsultant opportunities with WMBE firms, small businesses, and labor surplus area firms.

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

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's Online Business Directory. Both the City and the USDOT recognize such firms, irrespective of whether they qualify as DBE's, within these general outreach and participation efforts (Master Agreement 30, page 53 and Circular 4220.1f). The City uses the Small Business Act (SBA), 15 USC Section 632 and 13 CFR Part 121 to define a small business concern. In accordance with 20 CFR Part 654, a Labor surplus area firm (LSAF) means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. For more information on Labor Surplus Areas and eligibility criteria see the following website: Labor Surplus Area | U.S. Department of Labor ([dol.gov](https://www.dol.gov))

8.27 Disadvantaged Business Enterprises (DBE).

Forms and accompanying information is provided in Section 11.9.

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

Federally certified DBE's and SBE's are listed at <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 RFP shall include the following assurance: "The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Disadvantaged Business Enterprises (DBE) 0 %

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

8.28 Mandatory Civil Right Contract provisions.

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

"The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by

the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

8.29 Civil Rights and Title VI.

The City of Seattle, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all submitters that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. To the extent applicable and except to the extent that the federal cognizant agency determines otherwise in writing, the submitter agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001 if awarded under a US DOT agency. The submitter further agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income."

8.30 Insurance Requirements.

Insurance requirements are provided as an embedded file in Section 11. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

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

8.31 Proprietary Materials.

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

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

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

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

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

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

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

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

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

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

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

Requesting Disclosure of Public Records

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

8.32 Ethics Code and Conflict of Interest.

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

No Gifts and Gratuities.

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

Involvement of Current and Former City Employees.

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract. Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

City and Federal Conflict of Interest criteria.

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

Federal Limitations on Lobbying.

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

Campaign Contributions (Initiative Measure No. 122)

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

8.33 Background Checks and Immigrant Status.

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

8.34 Notification Requirements for Federal Immigration Enforcement Activities.

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

Such requests include, but are not limited to:

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

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

8.34 Preferred Paper and Binding:

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

9. Response Material and Submittal.

Please see “Response Form” and submit to anthony.johnson@seattle.gov with all required attachments by 6pm on Friday, May 21.

10. Selection Process.

10.1 Proposal Evaluation

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

Evaluation Criteria	Points
Proposed Team and Qualifications	15

Relevant Project Experience	30
Project Understanding and Approach <i>*Include Neighborhood Preference(s)</i>	40
Demonstrated Commitment to Equity	10
Cost Proposal	10
References	5
Total	120 points

10.2 Interviews

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

10.3 References

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

10.4 Selection

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

10.5 Contract Negotiations

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

10.6 Right to Award to next ranked Consultant.

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

10.7 Repeat of Evaluation.

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

11. Award and Contract Execution.

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

11.1 Protests.

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

11.2 Protests – Purchasing and Contracting.

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

11.3 Limited Debriefs.

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

11.4 Instructions to the Apparently Successful Consultant(s).

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

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a

Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day timeframe, the City may cancel the award and proceed to the next ranked Consultant or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

11.5 Checklist of Requirements Prior to Award.

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

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

11.6 Indirect Cost Rate Documentation upon Award

If awarded a contract with Federal FTA funds, the USDOT generally requires the City to obtain from the Consultant Indirect Overhead Rate Documentation. The Consultant must also confirm that teaming Subconsultants have a current ICR (preferably WSDOT) compliant with Federal Acquisition Requirements (FAR). Indirect Overhead/Indirect Cost Rate Documentation and Adjustment Requests

The use of an Indirect Cost Rate (ICR) shall be compliant with 48 CFR Part 31.2 of the Federal Acquisition Regulations (FAR 31.2). Consultant / Subconsultant(s) shall provide documentation substantiating their Indirect Cost Rate (ICR). Documentation includes approval and record of audited indirect cost rate pool. The use of an Indirect Cost Rate (ICR) may also be compliant with Washington state law if approved by a Washington State agency such as the Washington State Department of Transportation. Consultant / Subconsultant(s) shall provide documentation substantiating their Indirect Cost Rate (ICR). Documentation includes approval and record of audited indirect cost rate pool.

The use of an Indirect Cost Rate (ICR) or Overhead rate may also be the result of audited financial statements and overhead pool as signed and approved by an independent, licensed financial auditor. Consultant / Subconsultant(s) shall provide documentation substantiating their Overhead or Indirect Cost Rate (ICR). Documentation includes signed letter from the independent financial auditor and record of audited indirect cost rate pool.

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

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

11.7 Taxpayer Identification Number and W-9.

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

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

11.8 Insurance Requirements.

Proof of insurance is required to be received prior to contract execution. Promptly provide to your insurance broker if you receive intent to award.

11.9 Voluntary – Disadvantaged Business Enterprise (DBE) Utilization Plan

There is a zero (0%) goal for the contract; this agreement will be considered a “race-neutral contract as any DBE participation on the contract is considered voluntary” The Consultant is not required to submit any documentation as part of its proposal for DBE participation in order to be responsive. That said, the Consultant selected for award shall submit a DBE Utilization Plan, and Written Confirmation prior to contract execution if DBEs will perform work on the contract. Information provided on the DBE documentation will be used to monitor race-neutral compliance and allows the City and USDOT insight into total utilization of DBE firms in City contracting.

- DBE Utilization Plan
- Written Confirmation (from each DBE Subconsultant on the DBE Utilization Plan), and
- Proposer’s List

Additional information on these requirements is outlined in the attached document.