



City of Seattle

REQUEST FOR PROPOSALS Consultant Contract

Title: 18-008 Pedestrian Wayfinding Program

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	March 29, 2018, and April 2, 2018
Optional Pre-Submittal Conference	April 5, 2018
Deadline for Questions	April 12, 2018 4:00 p.m.
Submittal Deadline	April 19, 2018 4:00 p.m.
Interviews	May 3, 2018
Anticipated Negotiation Schedule	May 9, 2018-May 19, 2018

Procurement Contact Information

Procurement Contact: Beth Lofton, Contracts and Procurement Supervisor,
Beth.Lofton@Seattle.gov, phone: 206-684-5182

Table 2: Delivery Address

It is important to use the correct address for the delivery method you chose.

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address	Electronic Delivery - E-Mail Address
SDOT Contracts and Procurement Seattle Department of Transportation 700 Fifth Avenue, Suite 3800 Seattle, Washington 98104	SDOT Contracts and Procurement Seattle Department of Transportation P.O. Box 34996 Seattle, Washington 98124-4996	DOT_CCU@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.

Table of Contents

1.	Purpose and Background.	3
2.	Performance Schedule.	3
3.	Solicitation Objectives.	3
4.	Minimum Qualifications.	3
5.	Scope of Work.	4
6.	Contract Modifications.	6
7.	Procedures and Requirements.	6
8.	Response Materials and Submittal.	14
9.	Selection Process.	15
8.	Award and Contract Execution.	17

1. Purpose and Background.

The Seattle Department of Transportation seeks to improve the pedestrians' experience in the city: helping support first and last mile connectivity to transit; helping people to understand the human scale of the city; and encouraging people to explore and walk further and more often. A well-designed pedestrian wayfinding system can support bigger aims such as reducing traffic, connecting transit trips, spreading visitor spending, and increasing active health.

The purpose of this Solicitation is to select a Consultant team for an anticipated contract to design a self-evident, human-centered, and intuitive standardized pedestrian wayfinding system for Seattle. The audience for the system is anyone unfamiliar with all or part of Seattle, whether a long-time resident visiting a new part of the city, a new resident to Seattle, or a tourist.

The total project budget for the wayfinding project is approximately \$1 Million Dollars, which includes Phase I -Planning and Design (this contract) and Phase II -Pilot Fabrication, Installation, and Evaluation.

A scoping document that outlines the Project Vision, Objectives, Principles has been prepared. This publication, https://www.seattle.gov/Documents/Departments/SDOT/PlanningProgram/Seattlescopingdocument_forRFQ.pdf is available to interested bidders.

2. Performance Schedule.

The project (Phase I and Phase II) must be substantially complete in approximately twelve months.

3. Solicitation Objectives.

SDOT's solicitation objective is to select a Consultant team to provide a Standardized Pedestrian Wayfinding System for Seattle.

The outcomes of this project will be used for all subsequent City pedestrian wayfinding in Seattle and may also be adopted by third parties. Consequently, the proposed system must work in diverse areas. The selected team should demonstrate experience with successfully delivering pedestrian wayfinding systems in complex urban environments and possess urban design and transportation planning expertise.

The Consultant is encouraged to subcontract work, as necessary, through the term of this contract. Tasks and subtasks may be performed concurrently, when necessary, by the Consultant and/or their Subconsultant(s) and deliverable shall be provided in a timely manner. For each task, the Consultant shall provide SDOT with a detailed schedule of sub-tasks and deliverables for SDOT's review and approval.

4. Minimum Qualifications.

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

The Project Team should:

1. Demonstrate their pedestrian wayfinding system design experience through at least three examples of implemented pedestrian wayfinding projects in complex urban environments in cities similarly sized or larger than Seattle within the last ten years.
2. Include an assigned Project Manager with at least seven years project management experience in managing multidisciplinary pedestrian wayfinding projects, in complex urban environments, and with diverse stakeholders, including large transit agencies.
3. Include staff with demonstrable experience in wayfinding system design as their primary business service for at least seven years.
4. Include a Washington State certified structural engineer who will review and approve the design of wayfinding elements.

5. Scope of Work.

The scope of work for the full wayfinding project will include planning, design, fabrication, and installation tasks. The project is recommended to include at least the following tasks:

Phase I: Consultant Work (Planning and Design) – In Scope for Project and Contract

1. **Research** – including; existing signage systems (ownership, condition, value) across the region and with a more detailed audit in the One Center City area, typical user needs and journey mapping, review of relevant codes and regulations, legibility analysis, review of visual character, governance and business case best practices, and O&M practices.
2. **Stakeholder management and communications** – as per an agreed plan for engaging key stakeholders (to be identified by the City), and the public in the development and selection of solutions. Inclusive outreach needs may include engagement with people with disabilities, businesses, non-English speaking communities, and various boards and commissions. Non-traditional and creative outreach strategies are encouraged. At minimum, it is our expectation that at least nine critical meetings may be expected throughout the process of which six would be internal or with private interests and three would be public events including one to launch the pilot projects.
3. **Movement planning** – hierarchies of destinations, routes and agreed names providing an essential basis for decision sequencing and hence placement of interventions such as signage.
4. **Design development** – define a functional typology and characteristics of a family of information. Prepare a visual design language that considers universal design, city identity, and community identities. Refine through consultation, rapid-prototyping, and user testing, to arrive at a system design including typographic, graphic, environmental, digital, and product designs.
5. **Map** – prepare proposals for a city walking map considering; scales, projections, crops, content features, universal design, media, and examples of map content management processes. Final system map should be in GIS (.mxd), Adobe Creative Suite (.ai.) or similar formats compatible with City systems.
6. **System strategy** – investigation and recommendations for the combination of information types,

interfaces with other modes or third-party systems, and for accommodating the needs of different users and the character of the retail core compared to residential communities.

7. **Design standards** – prepare guidelines that describe how to plan, apply hierarchies, schedule content, and manage implementation of the wayfinding system. Combine recommendations from the rapid prototype process and the pilot projects (Phase II below) to deliver final visual design standards, mapping, templates, and specifications.
8. **System governance** – identify various models to fund, operate, and maintain the system and make recommendations. This should include accountabilities, reporting lines and opportunities for policy coordination that could support a governance arrangement with public agency partners and private sector partners to implement and maintain the consistency of the wayfinding system. Describe roles, responsibilities, and decision-making processes to achieve the project objectives. Recommend systems map and database ownership and for partner access to these data. Recommend the necessary skills and resources within the main agencies needed to manage the proposed system.
9. **Asset management plan** – propose systems for maintaining records of street furniture and information content that allows the city and its partners, to manage the system under the governance plan.
10. **Implementation plan** – recommend a phased plan of implementation considering available sources of funding, centers of visitor activity, project leveraging opportunities, growth areas, and development opportunities. Include in the plan recommendations for de-cluttering. Assist the City in developing a strategy for production of wayfinding elements and information for future phases of the project, whether in-house, through consultant contracts, or a hybrid approach.
11. **Funding options** – prepare estimates for the cost of implementation based on comparable examples and industry knowledge. Investigate and prepare in-principle proposals for ways to offset the capital and operational costs of implementation through revenue-generation, leveraging opportunities, sponsorship, development, or grants. Propose costs and potential savings from systematic de-cluttering of existing street signage. Develop unit price costs for individual Wayfinding Elements. Assist the City in developing annual programmatic costs.
12. **Digital Strategy** – Recommend digital communication strategies that would allow users to interact with the Wayfinding System digitally through their personal devices. Digital technology also presents an opportunity to better serve Seattle’s disabled community. Describe steps that would be necessary for digital implementation, and, based on industry practices, develop a price estimate for design and development of the necessary tools and infrastructure. Low cost and creative options, including integration with ongoing City digital initiatives should be explored in this task.
13. **Pilot System Design for Two Neighborhoods** - Specify and produce guidance to implement pilot systems in two neighborhoods. The expectation, subject to research, is that approximately 40 Wayfinding Elements (from the family of information) may be installed in the two areas, one in the retail core and another in a Center City neighborhood or at a mobility hub. Conduct research and outreach to identify major destinations, attractions, and trip generators, areas/intersections that are difficult to navigate and identify decision points to help define the siting and placement strategy. Assist the city in acquiring review and approval from any relevant boards and commissions. While conducting fieldwork, identify redundant signage and street elements. Assist the City in developing a cost estimate for de-cluttering. Draft and submit detailed shop drawings to guide installation and fabrication.

Depending on the design of the Wayfinding Elements, the fabrication and installation of such elements

may, at SDOT's sole discretion, be completed in house by SDOT. If this option is not utilized by SDOT, the Consultant shall assist the City to procure and oversee contract resources to fabricate and install Wayfinding Elements in the two neighborhoods (See Phase II below). The Consultant shall also assist the City to prepare and procure independent researchers for the evaluation of the pilot systems.

Phase I Minimum Deliverables

1. System Strategy
2. Governance Plan
3. Design Standard
4. Asset Management Plan
5. Implementation Plan

Phase II – Pilot Fabrication, Installation, and Evaluation – In Scope for Project; Out of Scope for Contract

14. Pilot System Fabrication and Installation for Two Neighborhoods

Fabricate and install the designed Pilot Wayfinding System (Task 13) in two agreed neighborhoods.

15. Pilot System Evaluation

Evaluate pilot systems to assess effectiveness, accessibility, durability of the design, impact on travel behavior, and opinions on the value of implementation across Seattle.

The Pilot System fabrication is a minimum deliverable for the overall project.

6. Contract Modifications.

The City consultant contract is attached (See Attachments Section).

The City has attached its boilerplate contract terms to allow Proposers to be familiar with boilerplate, and the non-negotiable terms before submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer(s). The City cannot modify contract provisions mandated by Federal, State or City law: to: Equal Benefits, Audit (Review of Vendor Records), DBE / WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

7. 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, call Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

The City has scheduled an optional pre-submittal conference at the time, date and location specified on page 1. Proposers are required to attend the conference in order to be eligible to submit a proposal for this project. The meeting provides important details about the project that will only be shared and discussed at this meeting. Proposers have the opportunity to ask questions or raise concerns during this time. Failure to raise concerns over

any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

7.3 Questions.

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

7.4 Changes to the 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.

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.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has 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.
- 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.

7.7 Hard Copy Submittal.

Delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound, and one (1) electronic copy of the response.

The City will not accept Fax and CD copies as originals in lieu of paper or electronic e-mail copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

- a. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person's name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
- b. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock.

7.8 Electronic Submittal.

The City allows and will accept 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 won't be lost in an e-mail stream.
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard-copy, the hard copy has precedence.

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.

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.

- 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 can be found here:
<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>
- 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.

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

7.13 Federal Excise Tax. The City is exempt from Federal Excise Tax.

7.14 No Guaranteed Utilization.

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

7.15 Expansion Clause.

The contract limits expansion of scope and new work not expressly provided for within the 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 RFQ as intended work for the Agreement) must comply with the following:

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

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

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

7.16 Effective Dates of Offer.

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

7.17 Cost of Preparing Proposals.

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

7.18 Readability.

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

7.19 Changes or Corrections to Proposal Submittal.

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

7.20 Errors in Proposals.

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

7.21 Withdrawal of Proposal.

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

7.22 Rejection of Proposals.

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

7.23 Incorporation of RFP/RFQ and Proposal in Contract.

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

7.24 Independent Contractor.

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

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

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

7.25 Equal Benefits.

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

7.26 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

7.27 Insurance Requirements.

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

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

7.28 Proprietary Materials.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are

considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

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

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

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

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

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

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

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

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

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to 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, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or 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/city-purchasing-and-contracting/social-equity/background-checks>.

8. 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 in to the City for previous solicitations.

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

2. Letter of interest (1 page)

3. Proof of Legal Business Name

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/>

4. Mandatory – Minimum Qualifications (2 pages)

Describe exactly how you achieve each minimum qualification. Limit your response to minimum qualifications to 2-pages. Remember that the determination you have achieved all the minimum qualifications is made from your responses to this requirement. The evaluation committee is not obligated to check references or search other materials to make this decision.

5. Mandatory – Consultant Inclusion Plan:

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx>

6. Mandatory - Proposal Response:

A. Your response to the scope of work, performance schedule, and evaluation criteria. (10 pages)

B. Resumes of Key Staff (4 pages)

Attach the resumes of the major project team members. Information in the resumes will allow better evaluation of A. above but will not be scored separately. Resumes shall be limited to 1-page per person.

C. References (1 page)

Submit a list of at least three (3) specific references that demonstrate the firm’s experience and success in performing work similar to this project. Include name of client, mailing address, telephone number and email address of the contact person. References will not be scored but will be used to verify qualifications, which may affect the rating of the respondent.

D. Organization Chart (1 page)

Provide a project team organization chart demonstrating an effective project team structure.

7. RESERVED:

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:

STANDARD: Replace list below with the following language:

- 1. Mandatory - Consultant Questionnaire
- 2. Letter of interest
- 3. Proof of Legal Business Name
- 4. Mandatory – Minimum Qualifications
- 5. Mandatory – Consultant Inclusion Plan
- 6. Mandatory – Proposal Response
- 7. RESERVED

9. Selection Process.

9.1 Initial Screening

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

9.2 Proposal Evaluation

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

Evaluation Criteria:

#		
1	<p>Organizational Capacity</p> <ul style="list-style-type: none"> • Organizational chart shows effective team structure • Proposal demonstrates organizational (i.e., technical, managerial, and financial) capability to perform the services described in the Scope of Work within the anticipated Project Schedule. 	10 Points

2	<p>Background of Project Team:</p> <ul style="list-style-type: none"> • Experience in designing pedestrian wayfinding systems for complex urban environments in cities similarly sized or larger than Seattle. • Experience in developing business models, and governance, operations, and maintenance strategies related to pedestrian wayfinding assets. • Experience in developing system costs, funding strategies and implementation plans. • Includes staff with demonstrable experience in wayfinding system design as primary business service for at least seven years. • Includes an assigned Project Manager with at least seven years’ experience in managing multidisciplinary pedestrian wayfinding projects, in complex urban environments, and with diverse stakeholders, including major transit agencies. • Includes discipline leads for individual subject matter areas with demonstrable experience in their respective field since for at least seven years. • Include a Washington State certified structural engineer who will review and approve the design of wayfinding elements. • <u>Multidisciplinary team expertise, including but not limited to:</u> <ul style="list-style-type: none"> ○ urban design and transportation planning ○ methods for inclusive outreach and engagement ○ universal design as it applies to pedestrian wayfinding ○ environmental psychology principles for the design of pedestrian wayfinding systems ○ developing and managing a human-centered design process ○ place branding, ○ information design and ○ user-interface design ○ developing standards drawings and specifications ○ recommending digital strategies for pedestrian wayfinding 	40 Points
3	<p>Quality of Proposed Approach</p> <ul style="list-style-type: none"> • Demonstrates understanding of project issues, vision, goals, and principles. • Describes in detail and in clear terms how the proposer would provide the services described in the “Scope of Work” and demonstrates that the proposed approach will fulfill the SDOT’s goals and objectives. • Proposes a creative approach to deliver a consistent and user-oriented wayfinding system that they believe will best achieve project objectives. • Proposes a work plan and schedule of delivery for each task that responds to project timeline and City milestones. • Proposal integrates an understanding of the built environment in developing a successful information system that does not solely rely on signage. • Demonstrates understanding of the value of pedestrian wayfinding in enhancing multimodal integration and first and last mile connectivity between transit and destinations. • Integrates a human-centered design and management approach throughout project for all relevant tasks and sub-tasks. • Proposal responds to the needs of the audience of this system. 	40 Points
6	Inclusion Plan	10 Points
	Total	100 Points

9.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the results of the interviews. 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.

9.4 References

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

9.5 Selection

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

9.6 Contract Negotiations

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

10 Award and Contract Execution.

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

10.1 Protests.

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

10.2 Protests – 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 <http://www.seattle.gov/city-purchasing-and->

[contracting/solicitation-and-selection-protest-protocols](#) . Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

10.3 Limited Debriefs.

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

10.4 Instructions to the Apparently Successful Consultant(s).

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

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) 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.

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

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

10.7 Insurance Requirements



18-008 Insurance -
Transmittal Form.docx

10.8 Standard Consultant Contract Template

SDOT Basic Contract Boilerplate



18-008 Contract
Boilerplate.docx