



Puget Sound Regional Council

Request for Proposals for Transportation Projects Database & Online Applications Upgrade

Consultant Services Solicited by the Puget Sound Regional Council

Released: September 8, 2023

Submissions Due: October 6, 2023

Submit Proposals to:
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Puget Sound Regional Council
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Request for Proposals for Transportation Projects Database & Online Applications Upgrade

Submissions Due: 4:00 PM (PDT) Friday, October 6, 2023

I. REQUEST

The Puget Sound Regional Council (PSRC) is requesting proposals from firms to provide Transportation Projects Database & Online Applications Upgrade Services. PSRC intends to award this to a single or multiple firms to provide the services required. The term of the contract is anticipated to be November 2023 through June 2025.

The schedule for deliverables supporting the proposed scope of services should reflect the completion dates presented in Section IV (Project Schedule). Specific details on proposal content format are described in Section IX (Content and Format of Proposal).

One (1) proposal in pdf format and one (1) Price Proposal Form in Excel format (provided as an addendum) must be submitted electronically no later than **4:00 PM Friday, October 6, 2023**. **Delivery options are described in Section XI.**

Informational Workshop

An informational workshop will be held from 1:00 to 2:00 p.m. on Thursday, September 21, 2023. The workshop will include an overview of PSRC's existing transportation project databases and online forms and will include time for questions. The workshop will be held via Zoom. Please RSVP to llopez@psrc.org to receive the meeting invitation.

Interested proposers and subcontractors are encouraged to attend the conference to gain information about the RFP requirements. A recording of the workshop will be made available after it is complete.

PSRC is committed to social equity and socially responsible procurement that includes open and fair competition, environmentally sustainable solutions, best labor practices, access to equal benefits, and utilization of small businesses in contract award decisions.

Confidential and Proprietary Information:

Proposals become property of the Puget Sound Regional Council and as such become public records that may be subject to inspection and copying by members of the public unless an exemption in law exists as stated in RCW 42.56.070(1). PSRC cannot guarantee that Confidential or Proprietary information will not be disclosed.

If a consultant believes that any portion of its proposal is exempt from public disclosure under Washington's Public Records Act, RCW 42.56, as a trade secret or otherwise, the consultant must clearly identify that portion and state the legal basis for the exemption claimed. In addition, the consultant must mark each page of the proposal claimed to be exempt as "CONFIDENTIAL." Consultants may not claim that an entire proposal is exempt from public disclosure.

All questions relating to this RFP should be addressed to llopez@psrc.org. Any questions, which PSRC deems would assist other proposers, will be furnished to all parties receiving this RFP. PSRC will not respond to questions received after 2:00 pm on September 29, 2023.

II. BACKGROUND

PSRC is a regional transportation, land use and economic development planning agency. Its mission is to enhance the quality of life within the central Puget Sound region well into the future via regional planning. PSRC's members include cities, towns, counties, ports, and state agencies. It is the designated Metropolitan Planning Organization and Economic Development District for the region under federal laws and the Regional Transportation Planning Organization under Washington State law.

In its capacity as MPO, PSRC's transportation responsibilities include the following:

- PSRC develops and implements the Regional Transportation Plan (RTP), which is the long-range transportation plan for the central Puget Sound region. It is adopted every four years and is designed to implement the region's growth plan (currently VISION 2050). The RTP describes the investments and policies needed to create a safe, clean, and efficient transportation system essential to the region's quality of life, health, and economy. Planned transportation projects that seek to modify capacity on the regional system within the long-range planning period (currently through year 2050) are required to be explicitly identified in the RTP on its Regional Capacity Projects list. **PSRC maintains a database of key information for all Regional Capacity Projects** included in the current and past RTPs. Agency sponsors submit applications for projects to be included on the Regional Capacity Projects list at prescribed times within the RTP development and update process.
- PSRC programs and maintains the Regional Transportation Improvement Program (TIP), which reflects the implementation of the investments identified in the RTP; it is a four-year program of transportation projects for which funding has been secured. The TIP is required under federal and state legislation and helps to ensure that transportation projects in the region are meeting regional policies and federal and state requirements such as those under the Clean Air Act, prior to their implementation.

A new TIP is created every two years, and it is amended monthly as new projects are added, existing projects updated, and projects removed that are completed, cancelled or delayed. Additions and updates are facilitated through applications submitted by the project sponsors. The TIP contains all projects utilizing federal transportation funds, as well as any regionally significant projects in the region, regardless of funding source. The current TIP includes over 600 projects with almost \$11 billion programmed in federal, state, and local transportation funds.

PSRC utilizes a database to maintain records of all transportation projects that have been programmed into the current and previous TIPs. In addition to serving this critical function, the TIP database also provides information needed for PSRC to monitor project progress, analyze trends, and implement measures necessary to ensure the region meets its annual delivery obligations for federal transportation funds.

- PSRC is responsible for selecting projects to receive funds from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). **PSRC utilizes databases to support its federal grant funding competitions.** For each competition, eligible project sponsors submit applications to request consideration for funding.

PSRC's Transportation Projects Online Application Services is a website containing a suite of forms that works in coordination with these databases, providing the means for project sponsors and funding applicants to submit and manage their applications in a centralized website. These forms allow PSRC staff to track, review, and organize applications as they are submitted. These forms are built in a Ruby on Rails website hosted externally on a public-facing webhost, outside of the agency firewall.

Inside the firewall, projects are tracked in an SQL Server database running on an AWS EC2 server in our cloud network. Currently, the web forms and the internal database are only loosely associated: There is no direct interface between the external Ruby on Rails app and the database. Rather, staff interpret the web forms and manually update the database accordingly. The current system utilizes Microsoft SQL Server 2016 Standard Edition for the internal database, with a front end built on Microsoft Access. The web forms are built on Rails 6.0.

While it has served the agency well and for many years, the current transportation project database and online application system is becoming outdated. Technology has advanced since this system was developed, and PSRC is seeking to upgrade to a system that would more seamlessly integrate the various databases in use, as well as the online application system, to improve efficiency and save time for users and staff throughout each process. A system is also preferred by which PSRC staff can update forms and analysis tools as they are needed, reducing reliance on consultants to perform these functions. Ultimately, the objective of upgrading the transportation database and online form system is to allow PSRC to further streamline the data-gathering and analysis processes, reduce reliance on outside contractors to maintain the system, and improve customer service to member jurisdictions.

It is anticipated that the work will be implemented in phases, including an initial phase to research potential new platforms and improvements. Implementation activities would then commence up to the available budget. This is further described in Section III of this RFP.

III. PROPOSED SCOPE OF WORK

A. PURPOSE

The purpose of this solicitation is to secure a contract to assist in architecture and design of an upgraded transportation project database and online application system, built on Microsoft SQL Server 2016 Standard Edition to manage PSRC's planning, funding, programming, and monitoring of the region's transportation projects. This could be an update of the existing platform or transition to a new platform, depending on what meets PSRC's overall objectives most efficiently.

The Regional Capacity Projects list, TIP project list, and project funding datasets currently exist in disparate formats. One goal of this effort will be to consolidate them into a single, consistently-formatted central location that allows information to be cross-referenced between projects that are common to more than one of these datasets. The database will be internally facing but will support external-facing applications in the future, such as downloadable resources available to member agencies and web-based data visualizations.

PSRC desires the services of a firm with (1) experience in database/online forms across a wide breadth of styles or formats (particularly those built on MSSQL), (2) that can identify options to most efficiently upgrade the system to meet PSRC's current and evolving needs, and (3) can work with PSRC staff to upgrade or build a new system, and serve in an advisory/mentorship capacity to maintain and update the system once it has been completed.

B. TASK DETAILS

Two phases are envisioned for this contract. Phase 1 will be focused on a review of current PSRC practices and systems, a needs analysis, and identification of options/recommendation for new or updated platforms. In Phase 2, PSRC will review the options and determine the preferred option for the database/form system. The remainder of Phase 2 will be focused on implementation of the identified improvements/platform with the budget that is remaining.

PSRC recognizes that full implementation of the database/online form system may require a third phase, but that the need or extent of additional work will not be known until the completion of Phase 1. PSRC may, upon satisfactory performance by the Consultant and availability of funds, extend this project and associated contract for another two years, pending approval of PSRC's 2025-2027 biennial budget. However, it is the objective of this contract to determine and implement the highest level of improvement feasible with the currently available budget.

Task 1. Phase 1 Needs Analysis and Identification of Platform Options

Work with PSRC staff to become familiar with the existing transportation projects databases and online form system, the internal and external applications for which they are utilized, and its challenges/issues. This phase will also include soliciting input from staff of the member agencies that utilize the online form system, to identify benefits and challenges from the user perspective.

Upon thorough review of the existing system, identifying options for upgrade or replacement of the transportation project database and online form system, to best meet PSRC's needs. In addition to meeting existing needs, the preferred platform will be able to be primarily maintained and updated by PSRC staff who have expertise in database administration and some basic scripting skills such as SQL, Python, and R.

The Phase 1 options should also lay out the tasks that can be completed under Phase 2 implementation with the remaining existing budget, and the tasks/budget that would be included in Phase 3, if needed, and pending approval of PSRC's 2025-2027 biennial budget.

Task 2. Phase 2 Identification and Implementation

PSRC staff will review the options identified in Phase 1 and identify the preferred platform. Considerations will include:

- Ease of maintenance: As indicated above, the system will need to be maintained in-house by PSRC staff with moderate scripting and database administration skills. "Maintenance" in this context means any work needed to keep the software up to date, such as the application of security patches. No-code solutions are not necessarily expected, but the ideal system will be maintainable without the need for in-depth training in a particular stack.
- Ease of expansion: PSRC expects that as the agency's business needs evolve, so too will the ways needed to use the proposed system. For example, new federal or state regulations might require retrieval of new data from project applicants and track this as new fields in the database. Expansions of this general scope should be able to be implemented by in-house staff, without the need for additional contracts.

- Maintenance costs: Subscriptions and other ongoing costs will be considered.
- Platform compatibility: PSRC currently uses Microsoft software, including SQL Server and Microsoft Office, and makes heavy use of R and Python. Proposals that make use of these tools (particularly SQL Server for any database needs) will be preferred.

This phase will then include implementation of tasks for the preferred platform. PSRC is particularly interested in value-added tasks within this phase to make the best use of the currently available budget.

C. DELIVERABLES

The proposed approach should lay out detailed tasks and deliverables for Phase 1, and the types of tasks and deliverables that could be implemented in Phase 2. The proposal should also identify an expected budget split between Phase 1 and Phase 2.

Task deliverables should be described in the proposed project approach and will be included in the service level agreement which will be included in the signed contract. Phase 1 deliverables are expected to include a report summarizing options with implementation steps, costs, priority setting, etc. Phase 2 deliverables should include implementation of priority items and operating documentation for staff. Note, meetings may be conducted via phone calls or video meeting software and will not require an on-site presence.

IV. PROJECT SCHEDULE

The following is an outline of the proposed project schedule. The schedule may be modified while refining the contract scope of work after the consultant selection process has been completed.

A. CONSULTANT SELECTION SCHEDULE:

Informational workshop (see Section I)	September 21, 2023
All submissions due	4:00 p.m., October 6, 2023
Consultant interviews, if needed	October 24-26, 2023
Consultant selected & notified.....	October 30, 2023
Sign contract with PSRC and begin work.....	November 13, 2023

V. BUDGET AVAILABLE

The budget for this project is not to exceed \$150,000. Consultant firms are advised that upon subsequent review, evaluation, and discussion of proposals and approaches to the project, PSRC may make budget adjustments to optimize achievement of project objectives and opportunities within currently available resources.

PSRC recognizes that full implementation of the database/online form system may require a third phase, but that the need or extent of additional work will not be known until the completion of Phase 1. PSRC may, upon satisfactory performance by the Consultant and availability of funds, extend this project and associated contract for another two years, pending approval of PSRC's 2025-2027 biennial budget. However, it is the objective of this contract to determine and implement the highest level of improvement feasible with the currently available budget.

VI. PUGET SOUND REGIONAL COUNCIL'S RIGHTS

This RFP and/or the selection process does not obligate PSRC to enter into any contracts. PSRC reserves the following rights, in addition to those accorded by policy and law:

- The right to negotiate all proposal elements.
- The right to reject any and all proposals, waive irregularities and re-solicit proposals.
- The right to change the scope of work depending on funding available.
- The right to approve any and all subcontractors selected after an award
- The right to renegotiate the agreement for such additional service as may be necessary.
- The right to make an award to other than the lowest bidder.
- The right to award a contract without negotiations or discussions.

VII. FEDERAL PROCUREMENT CLAUSES

No Federal Government Obligations to Third Parties. In connection with the Project, the Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subconsultant, lessee, third party contractor, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, the Federal Government has no obligations or liabilities to entity other than the Consultant, including any subconsultant, lessee, or third party contractor at any tier.

False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

- (1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Contractor's activities in connection with the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
- (2) **Criminal Fraud.** If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Consultant the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

Federal Laws, Regulations, and Directives. Except to the extent that FTA determines otherwise in writing, the Contractor agrees to adhere to applicable third party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as subsequently enacted to the extent applicable; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements and with any subsequent revision to that circular, except to the extent FTA determines otherwise in writing. The Contractor understands that Federal laws, regulations, and directives may change, as described in the FTA Master Agreement, and that the changed requirements will apply to the Contract.

Access to Third Party Contract Records. The Consultant agrees to require its third party contractors and third party subcontractors, at as many tiers as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g). The Consultant further agrees to require its third party contractors and third party subcontractors, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

Termination. PSRC, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, PSRC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Debarment and Suspension. Per federal regulations, PSRC is required to ensure, to the best of its knowledge and belief, that none of the principals, affiliates, third party Contractors and subcontractors are suspended, debarred, ineligible or voluntarily excluded from participation in federally assisted transactions or procurements. Federal regulations require PSRC to review records of excluded parties in the federal System for Award Management (SAM) before entering into any third-party Contracts exceeding \$25,000.00, therefore registration is required for all contracts expected to exceed that amount.

Disputes, Breaches, Defaults, or Other Litigation. The Consultant agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The Consultant agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Consultant seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Consultant agrees to inform FTA in writing before doing so. Each notice to FTA under this Section 53 of this Master Agreement shall be provided, at a minimum, to the FTA Regional Counsel within whose Region the Consultant operates its public transportation system or implements the Project.

b. **Federal Interest in Recovery.** The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the Consultant may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

- c. **Enforcement.** The Consultant agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.
- d. **FTA Concurrence.** FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Consultant.
- e. **Alternative Dispute Resolution.** FTA encourages the Consultant to use alternative dispute resolution procedures, as may be appropriate.

Lobbying Restrictions. The Consultant agrees that:

1. In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;
2. In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
3. It will comply, and will assure the compliance of each subconsultant, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

Clean Air Act and Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Energy Conservation. When applicable, the Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

Patent Rights If any invention, improvement, or discovery of the Contractor or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, the Contractor shall immediately notify PSRC and provide a detailed report. The rights and responsibilities of PSRC, the Contractor, and subcontractors and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

Rights in Data & Copyrights The term "subject data" as used herein means recorded information that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineations in media such as maps; drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory. Examples include, but are not limited to:

computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

The following restrictions apply to all subject data first produced in the performance of this Contract:

1. No material produced in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country.
2. Except for its own internal use, the Contractor and any of its subcontractors may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor and any of its subcontractors authorize others to do so, without the written consent of PSRC, until such time as PSRC may have either released or approved the release of such data to the public;
3. As authorized by 49 C.F.R. Part 18.34, and other applicable regulations, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) Any work developed under a grant, cooperative Contract, sub-grant, sub-Contract, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (b) Any rights of copyright to which a recipient, sub-recipient, or a third-party contractor purchases ownership with Federal Assistance.
 - (c) When the Federal Government provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is the Federal Government's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, the recipient of Federal assistance to support planning, research, development, or a demonstration financed under section 4(i), 6, 8, 9, 18, 18(h), or 20 of the Urban Mass Transportation Act of 1964, as amended, and other applicable Federal laws, understands and agrees that, in addition to the rights set forth in Subsection 16 (b)(3) of this Contract, the Federal Government may make available to any recipient, sub-grantee, sub-recipient, third party contractor, or third party subcontractor, either the Federal Government's license in the copyright to the "subject data" derived under this Contract or a copy of the "subject data" first produced under this Contract.
 - (d) The Contractor shall indemnify, hold harmless and defend PSRC and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor or its subcontractors of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract.
 - (e) Nothing contained in this section shall imply a license to PSRC under any patent or be construed as affecting the scope of any license or other right otherwise granted to PSRC under any patent.

In the event that the Project, which is the subject of this Contract, is not completed for any reason whatsoever, all data generated under that Project shall become subject data as defined and shall be delivered as PSRC may direct.

Energy Conservation. The Consultant agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

VIII. CIVIL RIGHTS (EEO, TITLE VI, ADA & DBE)

The Consultant agrees to comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. **Nondiscrimination in Federal Public Transportation Programs.** The Consultant agrees to comply, and assures the compliance of each third party contractor at any tier and each subconsultant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. **Equal Employment Opportunity.** The Consultant agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subconsultant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Consultant also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

(1) **General.** The Consultant agrees as follows:

(a) The Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, sex, disability, age, or national origin. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) If the Consultant is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Consultant to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Consultant of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Consultant's eligibility to obtain future Federal assistance for transportation Projects.

c. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Consultant agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each subconsultant, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

1. The contractor, subrecipient or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the PSRC deems appropriate which may include, but is not limited to:
 - a) Withholding monthly progress payments;
 - b) Assessing sanctions;
 - c) Liquidated damages; and/or
 - d) Disqualifying the contractor from future bidding as non-responsible
2. The Contractor agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The Contractor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to the Contractor of its failure to carry out its approved program, the Department may impose sanctions as provided for under par 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
3. PSRC will make available to interested persons a directory identifying all firms eligible to participate as DBE's in its program as provided by the Washington State Office of Minority and Women's Business Enterprises ([OMWBE](http://omwbe.wa.gov)). This list may be found on the Internet at <http://omwbe.wa.gov>. The information is available by vendor names and by North American Industry Classification System (NAICS) codes. The DBE's Work Description may provide a more accurate work description.
4. In addition, the Contractor agrees to take all reasonable steps to eliminate obstacles to participation by small businesses as defined by the U.S. Small Business Administration that include, unnecessary and unjustified bundling of contract requirements that may preclude small business participation as subcontractors.

d. Access for Individuals with Disabilities. The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Consultant also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as

amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Consultant agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

e. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Consultant agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.

f. USDOT Title VI Assurances. During the performance of the contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation and its modal administrations as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21; or Part 230 of 23 CFR Part 23.
3. **Solicitations for Subcontracts, Including Procurements and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the consultant of the consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or respective Federal funding agency, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the consultant will so certify to the Recipient or respective Federal funding agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the respective Federal funding agency may determine to be appropriate, including but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract in whole or part.
6. **Incorporation of Provisions:** The consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The consultant will take action with respect to any subcontract or procurement as the Recipient or respective Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of the contract, the consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1986, (42 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, color, national origin, or sex);
- Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs of activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1975, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

g. Other Nondiscrimination Laws. The Consultant agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The Puget Sound Regional Council (PSRC) hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and

regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which PSRC receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with PSRC. Any such complaint must be in writing and filed with PSRC's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discrimination Complaint Form, please see our Web site at [Title VI | Puget Sound Regional Council \(psrc.org\)](https://psrc.org) or call (206) 464-6175.

The Puget Sound Regional Council, in accordance with Title VI of the Civil Rights Act of 1964 and (78 Stat. 252, USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.

IX. CONTENT AND FORMAT OF PROPOSAL

A. CONTENTS OF PROPOSAL:

The consultant's proposal format should emphasize clarity and brevity in describing understanding of the project, approach to each task, schedule, budget and personnel experience.

The proposal should identify and describe the qualifications of the individuals who would work on the project. It should estimate the time availability of each individual over the period of the project. It should list references who can verify the recent experience of each individual.

One (1) proposal in pdf format and one (1) Price Proposal Form in Excel format must be submitted to PSRC via email **by or before 4:00 PM (PDT) Friday, October 6, 2023**. Proposals will not be reviewed and will be considered non-responsive if they arrive past the noted deadline or exceed a total of 20 pages in length for all required proposal information. The 20-page limit shall include a transmittal letter with the proposal, signed by the individual(s) from the consultant team able to commit the resources of the consultant, and shall identify the key person and phone number to contact regarding such proposal. This 20-page limit does not include the front and back covers of the proposal, if they are provided, nor the required Conflicts of Interest, Certificate Regarding Lobbying, Information on Proposing Firms and Price Proposal forms.

Each submission must include the following information:

1. Outline and description of work required to complete the scope of work as described in Sections II and III.
2. A schedule of deliverables, interim products, and reports.
3. Participation of principal, investigators, key support, and technical staff, including estimates of time, number of hours, and cost breakdown by work task for each key participant in the project. **Total cost shall not exceed \$150,000.**
4. Description of relevant experience and qualifications for each senior person involved in the project.
5. List of people, with telephone numbers, who can be contacted for reference on relevant experience.

6. Documentation of equal employment opportunity commitment for the prime and each subcontractor, if any.
7. A signed "Organizational Conflicts of Interest" affidavit from both the prime and each subcontractor, if any.
8. A signed "Certification Regarding Lobbying" form from both the prime and each subcontractor, if any.
9. A completed "Information on Proposing Firm(s)" form.
10. A completed "Price Proposal Form" form.

B. DESIGNATION OF PERSONNEL:

The proposal should identify and describe the qualifications of the individuals who would work on the project. It should estimate the time availability of each individual over the period of the project. It should list references who can verify the recent experience of each individual.

C. PARTNERSHIPS:

If a firm is interested in partnering with other potential bidders they must inform PSRC of their request. PSRC will notify all other potential bidders of the interest and it will be up to the decision of the potential bidders to contact the firm interested. PSRC will not offer contact information of potential bidders until after the close of the submission deadline.

D. DBE/MBE/WBE/VOB REQUIREMENTS AND PARTICIPATION:

Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE) or Veteran-owned Businesses (VOB) should indicate their ownership status in the qualification statements.

PSRC will make available to interested persons a directory identifying all firms eligible to participate as provided by the OMWBE. This list may also be found on the Internet at <http://www.omwbe.wa.gov>. The information is available by vendor names and by North American Industry Classification System (NAICS) codes.

PSRC promotes and encourages Minority, Women, Veteran, and Disadvantaged Business Enterprise (M/W/V/DBE) participation on its contracts and is interested in submittals that reasonably involve such participation as prime consultants, joint venture partners or subcontractors. PSRC has not established a participation goal for this contract opportunity.

X. CONSULTANT SELECTION

A. SELECTION CRITERIA:

The primary selection criterion will be the ability of the firm to understand the issues and accomplish the tasks described in Section II (Background) and Section III (Proposed Scope of Work). Other selection criteria will include:

1. Quality of proposed technical approach to project.
2. Experience and qualifications of key personnel who would work on the project.

3. Recommendations of references.
4. Cost.
5. Ability to work within deadlines and to develop mutually agreed dates for deliverables.

B. SELECTION PROCESS:

The consultant selection process will be conducted as follows:

1. The closing date and hour for receipt of the proposal is **4:00 p.m., October 6, 2023**. Proposals received after this date and time will not be considered. In the event that sufficient proposals are not received, the date may, at PSRC's sole discretion, be extended until an adequate number of proposals are received.
2. The proposal review and selection process may require personal interviews with one or more proposing firms. These interviews will be held from October 24-26, 2023.
3. Selection of the consultant shall be based on PSRC's evaluation of the best proposal and best-qualified respondent using the criteria and information outlined in Sections IX and X.A. above. Such determination shall be made at the sole discretion of PSRC.
4. Contract negotiations will be initiated immediately upon selection of the consultant. If PSRC is not able to negotiate a satisfactory contract, scope of services, billing rates or overhead costs consistent with Federal and State requirements, negotiations will be terminated and the consultant will be notified by mail. In this event, the proposals of the remaining pool of respondents will be evaluated and negotiations will be initiated with one of the remaining respondents selected in accordance with Sections IX and X.A. above as most qualified to complete the work.
5. This selection process does not obligate PSRC to enter into a contract with any of the responding firms.
6. Unsuccessful proposers will be afforded the opportunity of debriefing conferences if they so request. The request for a debriefing conference must be made within three days of receipt of the written notification indicating that their proposal was not selected. Discussions will be informal and limited to a critique of the requesting consultant's proposal. This feedback will assist the proposer in understanding the strengths and weaknesses of their proposal. PSRC representatives will explain the scoring of a consultant's proposal. Debriefings will be conducted by telephone and may be limited to a specific period of time.
7. **Proposals become property of the Puget Sound Regional Council and as such become** public records that may be subject to inspection and copying by members of the public, unless an exemption in law exists as stated in RCW 42.56.070(1).

C. PROTEST PROCEDURES:

The Puget Sound Regional Council shall make every effort to award contracts in compliance with state, federal and local regulation. Bidders who feel that a contract has been, or may be, awarded improperly shall have the right to protest the specifications and/or contract award in compliance with applicable local, state and federal regulations. All parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. PSRC shall provide a copy of the protest procedures upon request to the procurement officer listed below or by emailing finance@psrc.org.

XI. SUBMITTAL

One (1) proposal in pdf format and one (1) Price Proposal Form in Excel format must be submitted via email to PSRC by or before 4:00 PM (PDT) Friday, October 6, 2023. Proposals may be emailed to Liana Lopez at llopez@psrc.org.

Questions regarding the outlined scope of service should be directed to:
Liana Lopez at 206-971-3290 or llopez@psrc.org.

Organizational Conflicts of Interest Affidavit

The undersigned certifies, to the best of his or her knowledge and belief, that the contractor has no organizational conflict of interest due to:

1. Being unable, or potentially unable, to provide impartial and objective assistance or advice to PSRC due to other activities, relationships, contracts, or circumstances.
2. Having an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents

This affidavit is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Company: _____

Signature: _____

Name: _____

Date: _____

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. IF any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subConsultants shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company: _____

Signature: _____

Name: _____

Date: _____

Information on Proposing Firm(s)

1. Information on firm:

Firm:		Unique Entity ID # form the Systems for Awards Management*	
Address:		Phone:	
Qualify or identify as Small/Minority/Women/VOB/Disadvantaged Business Enterprise as defined by WA State OMWBE? (Y/N)		WA State SBE/MWBE/VOB/DBE certification ID #:	
NAICS code:		Where did you hear about this RFP(Q)?	

*Consultant will need to register with the SAM prior to starting work.

2. Project Manager contact information:

Contact name:		Phone:		Email:	
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3. Information on ALL subcontracted firms that will participate in this contract:

Name of firm	SBE/MWBE/DBE Status	Address	Phone	Email	% of Work*

*The sum of all firms % of work must equal 100%

4. Description of work each subconsultant will perform:

Name of firm	Description of work

