City of Redmond, Washington

Purchasing Division, M/S: 3NFN 15670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710

RFP 10876-25 Request for Proposals

Redmond On-Demand Microtransit Shuttle

The City of Redmond is soliciting proposals from service vendors for the delivery of the Redmond On-Demand Microtransit Shuttle.

Posting Date: June 30, 2025

Questions Due Date: July 14, 2025

Proposals Due: July 21, 2025 at 2:00PM (PST)

The City of Redmond, Washington (the "City") requests interested parties to submit proposals for the above referenced Request for Proposals (RFP).

Background

The City of Redmond, WA is a suburb of Seattle and hub for residential and employment growth due to its strong technology business sector. The City encompasses an area of over 17 square miles and is located less than 20 miles east of downtown Seattle. The City has three urban growth centers in Downtown, Overlake, and Marymoor, which are expected to grow significantly in the next 25 years. Today, the City has about 77,000 residents and 99,000 jobs and by 2050, it is expected to have 152,000 residents and 131,000 jobs.

Scope of Work

With the opening of light rail service in Downtown Redmond, The City is seeking to connect transit riders with first/last mile solutions to increase accessibility to transit. This program will provide a free shuttle service to individuals in Downtown Redmond and surrounding neighborhoods to help with accessing a variety of transit facilities in Downtown, including the recently opened 2 Line Downtown Redmond Station. The shuttle service will also complement a shared parking program the City desires to implement with property managers in the Downtown area. This shuttle service is anticipated to start January 2026.

The complete Scope of Work for this project is included as **Attachment A.**



Engineer's Estimate

Based on the outlined Scope of Work (**Attachment A**), the City estimates that total costs for this project, including prevailing wage, taxes, and fees, does not exceed \$864,000.00 for the two-year time frame of the shuttle program.

Project Funding

This project is funded through Washington State Department of Transportation Regional Mobility Grant Funding in addition to City of Redmond funds.

Subconsultants:

The City will not allow subcontracting of any kind to be performed on this work.

Licenses and permits:

The awarded firm is responsible for obtaining licenses/permits for this work.

Term

The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years (see Attachment D, Option for Renewal), provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

Proposed Timeline

The following table outlines the anticipated schedule for this RFP process. The City reserves the right to modify or reschedule milestones as necessary.

Item	Date
RFP Announced	June 30, 2025
Questions Due Date	July 14, 2025
Proposals Due	July 21, 2025
Evaluation of Proposals	July 2025
Interviews (optional at City discretion)	July 2025
Consultant Selected	July 2025
Contract Negotiation	August 2025
City Council Approval (if required)	September 2025



Proposal Due Date/Time

2:00PM (local time) on Monday, July 21, 2025. The City must receive proposals no later than said date and time.

Proposal Submittal Procedures

City of Redmond now utilizes Docusign for the electronic submittal of bids and proposals. This service is free of charge for bidders and does not require that a bidder have a DocuSign account to complete the signature process. Please refer to the instructions shared in the online posting for this RFP on www.redmond.gov/bids for step-by-step instructions for submitting a proposal.

The City of Redmond must receive electronically submitted proposals no later than said date and time. Responses received after such time will not be considered. By submitting a proposal, respondents acknowledge their satisfaction as to the size, scope and location of the work to be performed.

Response Requirements & Format

All costs for developing a response to this RFP are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent(s). Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

A complete response will include:

- 1) Cover letter stating:
 - a. Brief overview of firm
 - b. Reason for interest
 - c. List of services offered by firm, in accordance with the scope of work
 - d. Firm's point-of-contact name, position and contact information
- 2) Identify firm's current personnel with their respective qualifications and relevant experiences (limit to no more than one page per person). Team member qualifications and roles, particularly Lead Consultant qualifications, are important. Please include Professional Registration or Licensure in the State of Washington, where appropriate.
- 3) Organizational chart of firm.



- 4) List of firm's recent tasks, projects, and current on-call commitments. Include Lead Consultants' contact information for each listing.
- 5) Business name proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and **must be signed** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
- 6) Business license provide a statement to the effect that you understand and agree to obtain a City of Redmond business license as a requirement for performing these services. If your place of business is not located within the city limits, but you or your agents will be physically coming into the city to conduct business, call on clients, or provide services, you will need a Redmond business license. A city business license application can be found at: http://www.redmond.gov/BusinessLicense.
- 7) Valid time period provide a statement indicating the number of calendar days the proposal shall be valid (the City's minimum number of days is 60).



Selection and Award

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed below). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

Evaluation Criteria	Weight
Project Understanding: Demonstrate project understanding including how the team plans to address the challenges unique to program	20
Relevant Project Experience: Demonstrate vendor team experience with relevant programs similar in scope and size, to what Redmond is seeking	15
Team Qualifications: Show a comprehensive organization chart (or similar explanation of team member roles and responsibilities) including summary of each firm on the team (office locations, number of staff and area of expertise) and resumes of key team members. Team member qualifications and roles, particularly Program Manager qualifications, are important. Include the percentage of time availability for the Program Manager and the team for this program in relation to other active projects.	15
Program Approach: Develop an approach tailored to meeting the unique goals of this program and addressing anticipated challenges. Include a proposed program scope of work showing the major tasks correlated to a schedule.	25
Proposed schedule and costs: Please provide a detailed schedule of when program tasks and milestones will be completed, in addition to a corresponding budget that aligns with the schedule timeline.	25
TOTAL	100 pts

During evaluation, the City may consider the following:

- References history of errors and omissions via reference checks
- Quality of previous performance
- Ability to meet contract deadlines
- Staff availability for the project
- Responsiveness to solicitation requirements
- Compliance with statutes and rules relating to contracts or services
- Strength and stability of the firm
- Technical experience and strength and stability of proposed subconsultants



The City reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at the City's sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them.

The City reserves the right to re-evaluate firms who were not originally short-listed at any time before the determination of a finalist is made. Upon notification of an intent to award, the City reserves the right to limit the period of contract development to thirty (30) days, after which time project award may be rescinded. The City has the option not to award a contract at the end of this process.

Terms and Conditions

The City reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFP 10876-25 Redmond On-Demand Microtransit Shuttle
- Attachment A, Scope of Work
- Attachment B, Consulting Services Agreement (boilerplate)
- Attachment C, City of Redmond RMG Program Service Area
- Attachment D, Option for Renewal

Contracting notice:

Upon selection of Consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement which shall be used to secure these services. A copy of this document is attached, as **Attachment B** and will be the governing document. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

Performance Criteria

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by the City and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of City requirements and shall be the cause for immediate termination of services.

Proposed Personnel

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by the City. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not



unreasonably withhold approval of staff changes.

Insurance

(Consider additional requirements depending on risk. Builder's Risk, Pollution, Cyber, etc.) Consultant must maintain insurance as outlined in the Consulting Services Agreement (**Attachment B**). Prior to performing any services, Consultant shall provide the City a standard ACORD Form 25 Certificate of Insurance, naming the City as Additional Insured. Failure of the City to demand such certificate or failure of the City to identify a deficiency in the insurance documentation shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Invoicing and Payment

Consultant may invoice the City no more frequently than once per month for work completed. Invoices shall contain an itemized listing of all expenses. The City will make payment to Consultant within thirty (30) days after receipt and approval of said invoices. Invoices shall be delivered to:

City of Redmond
Accounts Payable, M/S: 3SFN
P.O. Box 97010
Redmond, WA 98073-9710
accountspayable@redmond.gov

Public Disclosure Notice

Proposals that are submitted in response to this Invitation to Bid or Request for Proposal are subject to public release under the Washington State Public Records Act, chapter 42.56 RCW ("PRA"). Respondents are strongly encouraged to avoid including confidential and/or proprietary information in their proposals. If a respondent includes confidential and/or proprietary information in its proposal, and wishes for the City to withhold it from public release under RCW 42.56.070(1), the respondent's submission should: (a) clearly identify which information should be withheld, (b) cite the legal authority that allows the City to withhold such information, and (c) explain in detail why the information is exempt from release under the PRA. Marking an entire proposal as confidential and/or proprietary will NOT be accepted or honored and may result in disqualification of the proposal. If the City receives a PRA request for a proposal that contains information, which a respondent has identified in whole or in-part as exempt from release, the City will review the proposal and then determine whether the information must be released under the PRA based solely on the information provided by the respondent.

Cooperative Purchasing

The City has entered into intergovernmental (interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting an offer, the respondent agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Only those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question. A purchase by a public agency shall be affected



by a purchase order from the public agency, directed to the Consultant or other party contracting to furnish goods or services to the City. The City of Redmond will not accept responsibility for purchase orders issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Consultant to cover the City's contract duration (for any subsequent purchase orders/contracts resulting from this RFP) or 60 days post award (for one-time purchases).

Non-Collusion

By submission of this proposal, respondent and each person signing on behalf of respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by respondent and will not be disclosed by respondent directly or indirectly to any other respondent or competitor before proposals are opened. (3) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a proposal on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all proposals from implicated parties

Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

Bid Protest

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. The City's Technical Contact and RFP Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.



Americans with Disabilities Act (ADA) Information

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit http://redmond.gov/ADA for more information. This material can be made available in an alternate format by contacting the Customer Service Center at info@redmond.gov or 425-556-2900, option 7.

Title VI Statement

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit http://redmond.gov/TitleVI for more information.

Questions/Inquiries

Please direct any questions concerning this RFP or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disgualify your response.

RFP Content:

Vivian Nguyen MS: 3NFN

Sr. Purchasing Agent 15670 NE 85th Street

Email: <u>vnguyen@redmond.gov</u> PO Box 97010

Tel: 425-556-2168 Redmond, WA 98073-9710



RFP 10876-25

Redmond On-Demand Microtransit

Attachment A - Scope of Work

Consultant Scope

- Service plan, including service area, number and type of vehicles, hours of operation
- Implementation plan and schedule
- Reporting of key metrics
- Meeting attendance

Consultant shall provide preliminary and final services and other work including:

Task 0- Project Management

Vendor shall provide the management, coordination, and direction to the Project Team that includes the Vendor team and Agency staff throughout the duration of the Program.

- Prepare regular progress reports and invoices
- Prepare for and participate in team meeting progress calls
- Determine schedule for project (including timing of progress calls) and maintain schedule
- Monitor scope and budget

Task 0 Assumptions:

- Project team progress calls will be via Teams call
- Consultant will schedule and lead the progress calls and provide agenda topics and action items

Task 0 Deliverables:

- Invoices and progress reports
- Attendance at regular virtual meetings with agenda topics and action items
- Schedule for when tasks will be completed and meetings will be held

Task 1- Program Name, Logo, and Branding Support

The Redmond On-Demand Microtransit Shuttle will need to be named and branded in a way that communicates its purpose and role within the Redmond transportation system.

Task 1 Assumptions:

• The City will take the lead on developing program name, tagline, branding, logo and promotional collateral. Logo and branding for the program will be in accordance with but not strictly tied to the City of Redmond branding guidelines, which will be provided.



Task 1 Deliverables:

• Advise on name, tagline, branding, logo based on experience on what has been effective in other communities and what is appropriate for the specific vehicles being put into service.

Task 2 - Program Webpage, App, and Other Electronic Communications

The Program will require multiple electronic interfaces with the community, including possible websites and apps. The vendor is responsible for creation and maintenance of these sites and apps for ease of use for community members. Task 2 deliverables to be reviewed and approved by The City Communications Department.

Task 2 Assumptions:

- Vendor will manage any websites and apps
- Websites and apps will be branded in accordance with designs delivered in Task 1

Task 2 Deliverables:

• Public facing website and/or app for ride sharing

Task 3 - Launch and Maintenance of Shuttle Operations

Shuttles will run within the service area defined and will be managed and operated by the vendor.

Task 3 Assumptions:

- Vendor will hire and manage all shuttle operators
- Vendor will be responsible for the procurement and maintenance of shuttle vehicles
- Shuttles will be electric vehicles (if possible)
- City will provide parking spaces and charging capacity for shuttles
- Vendor will partner with City to develop promotional plan and communications surrounding websites, apps, and program

Task 3 Deliverables:

- Shuttle vehicles operating as agreed upon
- Report key metrics to City of Redmond (including but not limited to: total number of trips, number of trips starting or ending at transit stations and designated shared parking areas, average wait time, seat availability, trips per hour per vehicle, and number of shared trips).

A detailed scope of work and budget for optional services will be negotiated upon selection of the most qualified vendor. A supplement to the consultant services agreement will be issued prior to work commencing on optional services.



City of Redmond Scope

City of Redmond has vehicle parking and charging locations available for shuttle vehicles.

Submittal Content

The following items must be included in the submittal package for it to be considered complete and responsive.

- Describe project understanding
- o Describe program approach and project needs
- o Proposed vehicle type and specifications, including ADA accessibility
- o Describe driver/operator hiring practices/approaches
- o Describe similar relevant experience
- Describe experience or plans for working with City communications team to support branding and graphic development
- o Describe team qualifications with similar projects
- o Proposed schedule, scope and budget.
- Describe budget tracking system
- o Describe program management approach
- o Describe quality control and quality assurance (QA/QC) measures
- o Method for vendor's program reporting
- o Describe vendor's approach for project coordination with subconsultants (if any)

Submittal Requirements

- 1. Submittals must be received by 2:00 p.m. PST, July 21, 2025. Late submittals will not be evaluated. The City is not responsible for delays by any outside party.
- 2. No faxed copies or emailed proposals will be accepted.
- 3. Maximum of 20 pages (one page is equivalent to one side of an 8.5x11 sheet of paper). Pages are to be letter size (8.5x11). Font size to be a minimum of 11 pt Arial (or equivalent) and margins are to be a minimum of 0.5" on all sides. Page count does not include cover, table of contents, letter of interest, resumes.



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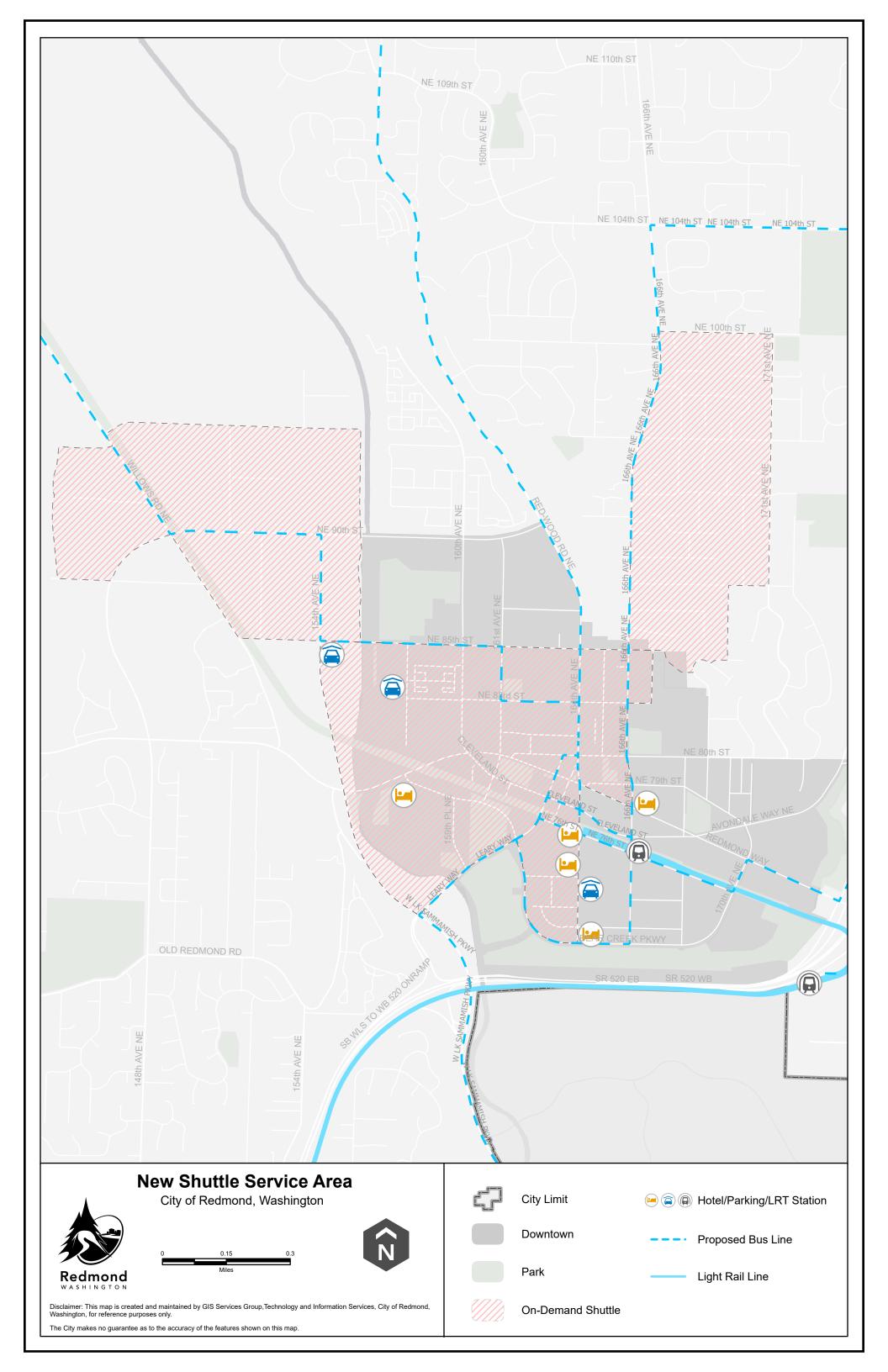
Redmond On-Demand Microtransit Shuttle

Attachment D - Option for Renewal

The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





page 2 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

THIS AGREEMENT is entered into on _________, 20___ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

- 1. Retention of Consultant Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.
- 2. <u>Completion of Work</u>. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.
- 3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

page 3 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. <u>Changes in Work.</u> The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

- A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.
- B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.
- C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.
- D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

page 4 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- 6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.
- 7. <u>Independent Contractor</u>. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.
- 8. <u>Indemnity</u>. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:
- A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and
- B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.
- 9. <u>Insurance</u>. The CONSULTANT shall provide the following minimum insurance coverages:
- A. Worker's compensation and employer's liability insurance as required by the State of Washington;

- B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.
- C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

- 10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.
- 11. <u>Notices</u>. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

- 12. <u>Project Administrator</u>. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.
- 13. <u>Disputes</u>. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
- 14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.
- 15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.
- 16. <u>Compliance and Governing Law.</u> The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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- 17. <u>Subcontracting or Assignment</u>. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.
- 18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.
- 19. <u>Litigation</u>. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
- 20. <u>Taxes</u>. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.
- 21. <u>City Business License</u>. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.
- 22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:	CITY OF REDMOND:
	Angela Birney, Mayor
Title:	DATED:
	ATTEST/AUTHENTICATED:
	City Clerk, City of Redmond
	APPROVED AS TO FORM:
	Office of the City Attorney

RFP 10876-25

Questions and Answers

Redmond On-Demand Microtransit Shuttle

The purpose of this document is to provide questions and answers regarding this RFP. The following Q&As are current as of **07/16/2025**:

Q1: What are the top outcomes the City hopes to achieve with this shuttle program, both in terms of transportation access and community impact?

A1: Create an attractive and viable first-last mile option serving regional transit and achieve a level of ridership that would justify continuation of the service in some form.

Q2: Beyond first/last mile service, are there broader city goals this initiative is intended to support (e.g., equity, sustainability, traffic reduction, or public trust)?

A2: A big goal with this program is reducing drive-alone rates for sustainability purposes and increasing the efficacy of existing transit by creating connections.

Q3: If the pilot exceeds expectations, how would success be defined - both from a ridership perspective and a city planning perspective?

A3: From a ridership perspective, users having short wait times, easy interface with the ride request app to make the process seamless and easy to use, and repeat customers. From the City planning perspective, success would be solving the problem of low-frequency transit service for a portion of the city that has been vocal about wanting better options for getting to the Downtown light rail station and businesses. Providing a flexible travel option for visitors arriving by light rail to get further beyond the Downtown area and to connect with hotels. Productivity that justifies ongoing flexible transit or greater frequency of fixed route transit in neighborhoods currently with infrequent service. The City also wants to couple the shuttle with a shared parking program that would aim to better utilize off-street parking areas in the Downtown area.

Q4: What limitations or challenges has the City experienced with prior mobility programs or pilots (e.g., staffing shortages, vehicle issues, underutilization or tech gaps)?



A4: Several years ago, Redmond did have a fixed route circulator in the Downtown area but it did not serve the needs of the community and was discontinued. Other cities shared that they had challenges hiring shuttle drivers in this area.

Q5: Are there particular zones, time windows, or populations where service demand is anticipated to be higher or more complex to manage?

A5: Peak travel times in the morning and evening for work commuters may create higher demand than other times of the day.

Q6: Is the City facing any budgetary or policy constraints that vendors should be mindful of when proposing scalable solutions?

A6: The budget listed in the RFP is fairly strict with very little flexibility.

Q7: Has this service (or a similar vision) been offered in the past? If so, is there an incumbent provider, and what aspects of that partnership were successful or challenging?

A7: This service has not been offered in the past by the City of Redmond.

Q8: Is the City seeking to build on past models or starting fresh with an entirely new operational design?

A8: The City does not have a previous model, but envisions a program similar to MetroFlex or BellHop (in Bellevue WA).

Q9: Are there elements from previous vendors you hope to retain - and others you're hoping to avoid?

A9: Service will need to be on-demand and not on a fixed-route.

Q10: Are there minimum vehicle specifications or service expectations beyond what's described in the SOW (e.g., vehicle age, zero-emission fleets, onboard tech, or branding)?

A10: Zero-emission is preferable but not required, ability to brand the vehicle in some way to make it clear that the vehicle is part of the program fleet is important. Accessibility is also important.

Q11: Is the City seeking a fully turn-key tech solution (e.g., scheduling app, tracking, analytics) or are there preferred platforms you expect vendors to integrate with?



A11: Full turn-key tech solution, we do not have a preferred platform and would need the vendor to manage the tech aspects of the program.

Q12: Will there be a preferred dispatch or rider engagement platform already in use, or should vendors propose their own?

A12: Vendor can propose their own.

Q13: What are the key demographics expected to use this service (e.g., seniors, commuters, non-English speakers, low-income riders), and how might the City like to see their needs uniquely addressed?

A13: The service should serve all community members. Having technology that allows for translation is preferred, as is having technology that does not require smartphone access (such as a number to call to request a ride vs having to use an app).

Q14: Are there accessibility goals tied to this contract such as ADA-compliant vehicles, multilingual driver support, or caregiver-friendly scheduling?

A14: ADA-compliant vehicles is preferred. Multilingual driver support is not expected.

Q15: How does the City currently define "equitable access" in the microtransit context, and how would you like to see that embedded into operations?

A15: Everybody has access.

Q16: Can you clarify your preferred pricing model (e.g., cost per trip, cost per hour, bundled tiers) and how pricing will be weighed in evaluation?

A16: No preferred pricing model, pricing will be weighed based on services being offered and how the price compares to our budget.

Q17: Would the City consider adaptive pricing options that reflect seasonal ridership trends, peak-hour loads, or expanded service areas?

A17: Demand may vary seasonally so adaptive pricing options could be welcome if it helps to extend service during high demand periods.

Q18: Should vendors include or separate ancillary costs such as tech platforms, rider support services, maintenance, or admin fees?



A18: All costs of the program should be included in the proposal, please break these down by cost type so that we can see the ancillary costs in juxtaposition to operating costs.

Q19: What would an ideal vendor relationship look like, from onboarding and daily communication to long-term partnership and responsiveness?

A19: Clear proactive and responsive communication is an expectation.

Q20: Are there areas where the City would welcome vendors going "above and beyond" for example, community outreach, live multilingual rider support, or integration with other city programs?

A20: The City welcomes all "above and beyond" service proposals, with an emphasis on meeting our budgetary and defined program needs first.

