**City of Seattle**

**Department of Information Technology**

**REQUEST FOR PROPOSALS #DIT-160108**

**Technical Audit/Evaluation of Cable Systems: WaveDivision I, LLC and Comcast Cable Communications**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release | 06/15/16 |
| Deadline for Questions | 06/23/16 |
| Response Deadline | 06/30/16 @2pm |
| Proposal Evaluations | 07/07/16 |
| Interviews | 07/12/16 |
| Announcement of Successful Proposer(s) | 07/13/16 |
| Anticipated Negotiation Schedule | None |
| Contract Execution | 07/15/16 |

*The City reserves the right to modify this.*

*Changes will be posted on the City website at* <http://consultants.seattle.gov/>

**Procurement Contact**

IT Contracting Contact: Laura Park – [laura.park@seattle.gov](mailto:laura.park@seattle.gov) – (206) 733-9595

Table 2: Delivery Address

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

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Laura Park, IT Contracting Strategic Advisor  Department of Information Technology  700 Fifth Avenue, Suite #2700  Seattle, Washington, 98104 | Laura Park, IT Contracting Strategic Advisor  Department of Information Technology  Seattle Municipal Tower  P.O. Box 94709  Seattle, Washington, 98124-4790 |

Unless authorized by the IT Contracting Strategic Advisor, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

# Purpose and Background.

The City of Seattle (‘City”) is in the renewal period for a cable franchise with WaveDivision I, LLC (“Wave”). Wave’s current franchise expires November 2017. The franchise renewal process includes a technical audit and evaluation of the company’s cable plant to assess the extent to which it is meeting all technical, construction and safety requirements of the franchise and other applicable laws and agreements. In addition the audit will inform the City about the current state and capabilities of Wave’s cable system.

While the Wave audit will be the primary undertaking, the City is also interested in a spot check of the existing Comcast cable system sufficient to assess the overall progress Comcast has made to address some of the deficiencies noted in its last technical audit conducted in 2008. The City of Seattle is seeking a qualified professional firm to conduct this work and to report its findings and recommendations.

The City of Seattle has a population of 668,342. Three cable companies are currently franchised to operate in the City: Wave, Comcast and CenturyLink. Wave is a small cable operator (under 10,000 subscribers) with a service area predominately in central and downtown Seattle (see attached map). Wave’s cable system passes approximately 50,000 homes in Seattle and competes directly with Comcast in a few areas.

# Performance Schedule.

It is estimated that the services will begin 07/18/16. Final report to the City by 09/16/16. Final Report due to the City by 09/30/16.

# Solicitation Objectives.

The City expects to select an expert consultant to provide a detailed report to the City analyzing the conditions and findings of compliance/noncompliance related to:

* Physical Plant Assessment.
* Electrical Plant Testing.
* Headend Evaluation.
* PEG Channel Carriage.

# Minimum Qualifications.

A Proposer must meet or exceed the following minimum qualifications and will be asked to demonstrate these in its proposal. In the event the Proposer does not clearly demonstrate that it meets the minimum qualifications, the proposal shall be rejected.

Please see embedded document on page 12.

# Scope of Work.

The Consultant shall conduct technical inspections of **Wave’s** physical system and signal transmission quality within the boundaries of the City of Seattle, including the cable plant, headend, assess the quality of past plant maintenance practices and make recommendations as needed. The Consultant shall also perform a spot check of Comcast pole mounted facilities and drops to assess compliance with applicable codes. . *[* [*Wave Seattle Franchise Area System Map*](file:///\\Cosfs01\dit\DATA\Contracts\Solicitations\Cable%20Communication%20Technical%20Audit\WAVE_Seattle%20Cable%20System%20Map%20(SeaRedlineW_CBD_Insert_REV1).pdf)*].* The City understands that all of the tasks below may or may not be necessary when conducting the audit.

**TASK 1**

**Review of Existing Relevant Documentation**

The Consultant will review relevant background documents including:

* Wave franchise agreement and relevant ordinances
* Previous technical audit reports relating to Wave and Comcast cable systems
* Documents detailing commitments made by Wave and Comcast to address deficiencies discovered during previous technical audits
* Most recent Proof of Performance tests (if applicable)

**TASK 2**

**Draft Letter to Cable Operators**

The Consultant will create a draft letter to be sent to Cable Operators by the Cable Office. This letter will detail the information being requested such as:

* Technical specifications
* Design characteristics
* Maintenance and repair records
* Previous FCC proof of performance tests (if applicable)
* Other relevant information

**TASK 3**

**Meet with Cable Operators**

The Consultant will conduct an initial meeting with Cable Office staff and Wave engineering, technical and inspection staff as appropriate to gain additional information relating to cable system design, age condition, capacity, node sizes, headend and other features and capabilities.

**TASK 4**

**Conduct inspection**

The inspection will assess the extent to which:

* Wave’s cable system is in compliance with applicable safety codes set out in the National Electrical Code (NEC); National Electrical Safety Code (NESC); Occupational Safety and Health Act (OSHA); and Washington Industrial Safety and Health Act (WISHA).
* Wave’s maintenance program is sufficient to maintain the cable plant in a high degree of compliance with applicable regulations.
* Wave is in compliance with performance reporting requirements of 47 C.F.R. § 76.601 as applicable.
* Wave is not altering any Public, Educational or Government (PEG) channel signal, and there is no significant deterioration in the quality of PEG Channels or leased access signals, either upstream or downstream, as compared with any other Channels on the Wave system. Seattle has the following seven (7) PEG channels on the Wave system:
* The Seattle Channel: Channel 21
* University of Washington (UWTV) : Channel 27
* Seattle Community Colleges (SCCtv) : Channel 19
* Seattle Community Media (SCM): Channel 23
* Seattle Public Schools (SPStv) : Channel 26
* KCTS plus: Channel 18
* Wave is utilizing the latest in status monitoring techniques power supplies and fiber nodes and able to effect repairs within a twenty-four (24) hour time period as required by applicable FCC Rules and Regulations.

In addition the Consultant shall conduct a smaller spot check of the **Comcast** cable system to assess general compliance with applicable codes, laws and agreements. The purpose of this spot check will be to assist the City in determining the overall effectiveness of Comcast’s maintenance program and efforts to address certain deficiencies discovered during its last technical audit in 2009. *[*[*Technical Review of Comcast Cable System Serving Seattle, Washington: May 2009*](file:///\\Cosfs01\dit\DATA\Contracts\Solicitations\Cable%20Communication%20Technical%20Audit\Comcast%20Technical%20Review%20(2008).pdf)*]*

**TASK 5**

**Provide draft and final reports**

The Consultant will produce a draft report for review by Cable Office staff. After consultation with Cable Office staff the Consultant will produce a final report outlining its methodology, findings and recommendations.

# Contract Modifications.

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

# Procedures and Requirements.

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

**7.1 Registration into the Online Business Directory.**

If you have not previously done so, register at: <http://www.seattle.gov/obd>. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0383.

## 

## 7.2 Pre-Submittal Conference

There is no pre-submittal conference for this solicitation.

**7.3 Questions.**

Proposers may submit written questions to the Project Manager until the deadline stated on page 1. The City prefers questions be through e-mail to the City Project Manager. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

## 7.4 Changes to the RFP.

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

**7.5 Receiving Addenda and/or Question and Answers.**

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

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

## 7.6 Proposal Submittal.

###### Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**Hard Copy Submittal.**

The Proposer must submit seven (5) hardcopy sets of all proposal documents; one (1) set clearly marked original and six (4) sets clearly marked copy; and one (1) electronic CD/Flash Drive copy. The original and copies shall be in 3-ring binders.

1. Hard-copy responses should be in a sealed box or envelope marked and addressed with the IT Contracting Strategic Advisor’s name, the solicitation title and number. If submittals are not marked, the Proposer risks the response being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or otherwise be received by the IT Contracting Strategic Advisor at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.

## 7.7 License and Business Tax Requirements.

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

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
3. We provide a link to the Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
6. The City of Seattle Application for a Business License can be found here:

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

1. You can find Business License Application help here:[http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
2. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
3. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
4. The licensing website is <http://www.seattle.gov/licenses>
5. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
6. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office at [rca@seattle.gov](mailto:rca@seattle.gov) to request additional assistance.
7. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

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

## Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

## 7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to respond that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’s offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit the City right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.9 No Guaranteed Utilization.**

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

**7.10 Expansion Clause**.

The contract limits expansion of scope and new work not expressly provided for within the RFP.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not vary the identity or purpose of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

**7.11 Right to Award to next ranked Consultant.**

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

**7.12 Negotiations.**

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet City needs within the scope sought by the solicitation.

## 7.13 Effective Dates of Offer.

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

## 7.14 Cost of Preparing Proposals.

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

**7.15 Readability.**

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

**7.16 Changes or Corrections to Proposal Submittal.**

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

## 7.17 Errors in Proposals.

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

**7.18 Withdrawal of Proposal.**

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

## 7.19 Rejection of Proposals.

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

## 7.20 Incorporation of RFP Proposal in Contract.

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

**7.21 Independent Contractor.**

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

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

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36 month on-site placement.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The City Project Manager will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

## 7.22 Equal Benefits.

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

**7.23 Women and Minority Subcontracting.**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subcontracting opportunities with WMBE firms.

## 7.24 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

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

## 7.25 Proprietary Materials.

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

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

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

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

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

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

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

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

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

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

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced.  This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation.  With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.  If you do wish to make a request for records, please address your request in writing to the Project Manager named in this document.

**7.26 Ethics Code.**

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

**No Gifts and Gratuities**.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees.**

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

**Contract Workers with over 1,000 Hours.**

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

**No Conflict of Interest.**

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

**7.27 Background Checks and Immigrant Status.**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>

# Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.**

1. **Letter of interest (optional).**
2. **Minimum Qualifications (Mandatory):** Complete this page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Provide attachments as requested. Remember that the determination you have achieved all the minimum qualifications is made from this page. The IT Strategic Advisor is not obligated to check references or search other materials to make this decision.

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1. **Consultant Questionnaire (Mandatory):** Submit the questionnaire with your response, even if you sent one in to the City for previous solicitation.



1. **Interview (Mandatory)**: To be scheduled by Seattle IT Contracting Strategic Advisor for July 12, 2016. Please hold for this date.
2. **Proposal Response (Mandatory):**



1. **Cost and Pricing (Mandatory):** State a firm fixed price, to include all direct, indirect, and overhead expenses, including travel expenses, incurred by the Consultant to perform the Work.

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**Package Checklist.**

**Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:**

1. Letter of Interest (optional)
2. Minimum Qualifications (mandatory)
3. Consultant Questionnaire (mandatory)
4. Proposal Response (mandatory)
5. Cost and Pricing (mandatory)
6. Interview – may be done via teleconference on July 12, 2016 (mandatory)

# Selection Process.

* 1. **Initial Screening**: The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.
  2. **Proposal Evaluation:** The City will evaluate proposals using the criteria below. Responses will be evaluated and scored.

**Evaluation Criteria:**

|  |  |
| --- | --- |
| Interview | 50 points |
| Pricing Proposal | 20 points |
| Written Proposal | 30 points |
| **TOTAL POINTS** | **100 Points** |

* 1. **Interview:** The City will interview all proposing Consultants, and will be scored in the opinion of the evaluation team. The interviews will be teleconference scheduled by the Seattle IT Contract Advisor for July 12, 2016. All Consultants will be asked the same questions. References may be requested at this time.
  2. **References:** The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.
  3. **Selection:** Rankings of firms shall be determined by the City, using the combined results of interviews, and proposal submittals and pricing proposals. The City shall select the highest ranked Proposer for award.
  4. **Contract Negotiations.** The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

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

# Award and Contract Execution.

The Project Manager will provide timely notice of intent to award to all Consultants responding to the Solicitation.

**Protests to Project Manager.**

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

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

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

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

**Checklist of Final Submittals Prior to Award**.

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

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

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

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date. The W-9 form can be found here: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**City’s Insurance Requirements**

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**City’s Terms and Conditions**

