



City of Seattle

Seattle City Light Department

REQUEST FOR PROPOSAL AND QUALIFICATIONS

RFP/Q #SCL-23282

CONSULTANT CONTRACT

SMALL WIRELESS COMMUNICATION FACILITIES POLE ATTACHMENT INTAKE PROCESS IMPROVEMENT

Procurement Schedule

The City reserves the right to modify this.
Changes will be posted on the City website or as otherwise stated.

No.	Activity	Date
1	Release the RFP	Wednesday, September 25, 2019
2	Pre-Submittal Conference via Skype Meeting link shown in Section 7.2 8:30am to 10:00am PT	Thursday, October 3, 2019
3	Deadline to Submit Questions (3:00 pm PT)	Wednesday, October 9, 2019
4	Answers Posted as Addenda	Friday, October 11, 2019
5	Deadline to Submit Proposals (3:00 pm PT)	Wednesday, October 23, 2019
6	Shortlisting before Interviews	Wednesday, November 6, 2019
7	Interviews	Week of November 18, 2019
8	Selection and Notification of Top-Ranked Consultant	Week of November 25, 2019
9	Clarification Period – Kickoff Meeting	Week of December 2, 2019
10	Clarification Period Activities	3 ~ 4 Weeks
11	Clarification Period – Summary Meeting	Week of January 6, 2020
12	Anticipated Date of Contract Award	Week of January 6, 2020
13	Anticipated Notice to Proceed	Monday, January 8, 2020

Procurement Contact Information

Lorrie van den Arend, lorrie.vandenarend@seattle.gov

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

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1. PURPOSE AND BACKGROUND.

Seattle City Light is soliciting proposals from qualified applicants to oversee, and account for the administrative and engineering review functions for the implementation of small wireless facility infrastructure attached to City-owned poles across Seattle City Light's service area.

Background

This effort is intended to streamline the wireless application process by delegating certain administrative functions including the determination of availability for City-owned poles, application acceptance and preliminary review, the disbursement of engineering information, and other select work prior to final reviews by Seattle City Light (SCL) and Seattle Department of Transportation (SDOT) engineers. This process is intended to minimize application review timelines in anticipation of increasing numbers of applications associated with next-generation infrastructure.

SCL will be leading this effort but will be working with SDOT on the development of this contract.

2. PERFORMANCE SCHEDULE AND BUDGET.

The baseline expectation is a five (5) year project with an estimated budget of \$2,500,000.

3. SOLICITATION OBJECTIVES.

The overall objective is to streamline the wireless application process for applicant wireless communication carriers and supporting providers (the "Carriers") requesting attachment to City-owned poles that are under the jurisdiction of SCL. Our baseline expectation is that the implementation would include up to approximately 2,000 wireless communication facility attachments completed per year over the next 5 years, including the review of pre-existing pending applications.

4. MINIMUM QUALIFICATIONS.

Minimum qualifications are required for a Consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration. These are the required roles. It is understood that the team may be made up of more, or less, individuals.

- **Program Lead:** A minimum of 3 years Project Management experience with Joint-use Telecom installations. Project Management Certification is desired.
- **Project Engineer:** Bachelor's degree in Electrical Engineering and a minimum of 3 years of practical experience in electrical distribution engineering or operations for a utility including at least one year's experience in joint use.
- **Field Tech/Designer:** Possess a degree (any), and specialized training or experience that makes the individual uniquely qualified to perform the job responsibilities. Degree in engineering technology or sciences preferred.
- **Project Controls Analyst:** A minimum of 3 years' experience working on engineering or construction projects, preferably working with project controls and scheduling methods. Proficient in MS Project, MS Excel and Entire Microsoft Office Suite.
- **Administrative Assistant/Clerk:** A minimum of 2 years general office experience performing the full range of office support duties is required. May require public contact experience.

5. SCOPE OF WORK, KEY MEASURES OF SUCCESS, AND PROJECT TEAMS.

SCOPE OF WORK

The Proposer will be the City of Seattle's (City's) initial point of contact responsible for the wireless communication facility pole attachment application intake process. Proposer shall be responsible for all pre-application support, preliminary engineering review, accounting of any associated applicant fees and costs, and maintaining direct and ongoing communication with the Carriers and City Departments related to application processing.

- **Pole Reservation:** The Proposer will lead and manage pole reservation requests. Pole reservations will be granted on a first come, first served basis to the Carriers. Proposer is expected to approve or deny the pole reservation request within 10 days.
- **Wireless Application:** Once the Proposer is selected, VPN access will be granted in order to access controlled environments, files, and applications (including: Digitized ArcFM GIS system maps, AutoCAD for poles on application, Asset detail reports, Transformer Load Management reports) that are essential for providing Carriers with technical information necessary for the Carriers to complete their engineering designs.
- **Preliminary Engineering Assistance:** Proposer will be responsible for working with the Carriers, at their request, at a preliminary engineering level to assist them with developing their construction and application documents in preparation for City review. The Proposer will serve as a resource to assist and train the Carriers with the applicable requirements from the City's checklist.
- **Application Intake:** Proposer will be responsible for managing the application in SCL's Alden One application management system. Proposer will be responsible for content review, both from an administrative and a preliminary engineering perspective, to verify that the application is complete and ready for the City's review to commence. Proposer is also responsible for notifying Carriers of whether their applications are complete or incomplete, as well as the next steps associated in the process.
- **Permitting:** The Carrier is responsible for assembling the permit, as part of the checklist process. The Proposer will verify the Carrier's application for scope of work and proper documentation. After the Proposer has verified application completeness, a right-of-way (ROW) permit request will be submitted to the relevant ROW jurisdiction by the Proposer on the Carrier's behalf.
- **Engineering:** Proposer will review the 90% construction documents submitted by Carriers and provide red line drawings and a comments sheet back to the Carrier, if necessary. This review may occasionally require a field check by the Proposer. Proposer will verify that all red lines and comments provided during the 90% review have been incorporated into the Carrier's 100% construction documents. The Proposer will verify that all required elements are provided with both the 90% and 100% submittals and the application, in order for the work to move forward.
- **Tracking:** The Proposer is responsible for tracking and reviewing all applications. If correction and resubmittal is necessary, the Proposer will confirm that the Carrier has made the necessary corrections and is then responsible for submitting the corrected documentation to the City and keeping the Carriers informed of such submission. The Proposer is responsible for tracking application timelines for the City.

- **Accounting:** Proposer will track costs and fees associated with its review of the Carrier applications and provide such reports to SCL for processing through SCL's standard billing process. Fees shall include standard application and permit fees, all accounting of Proposer and City Department labor costs, and other applicable costs. Proposer shall track billable time on a per application basis. Each calendar month, the Proposer will provide SCL with both a financial report that includes all Carrier related fees, and a monthly invoice for work performed as part of this contract.
- **Administration:** The Proposer will hold stakeholder meetings as needed. The Proposer will train Carriers on SCL engineering requirements. The Proposer will coordinate with SDOT and the Seattle Department of Construction and Inspection (SDCI) as required.

KEY MEASURES OF SUCCESS:

1. Detailed measurement of all inputs, resources, time, costs, etc. associated with implementing this program.
2. Achieve a 100% cost reimbursable implementation (includes Engineering, permitting & administrative overhead)
3. Installation of an estimated 2,000 wireless attachments per year over the next 5 years in Seattle City Light's service area.
4. Streamline the application process for the wireless carriers
5. Applications are presented to the City accurately to allow for reduced timelines
6. Vendor team comprised of Engineers\Designers with a strong grasp of distribution engineering, skilled customer service professionals, accurate and efficient recordkeeping and reporting personnel.
7. Elimination of the current application backlog.

PROJECT TEAMS

Owner's Project Team

The City of Seattle/City Light owns approximately 100,000 poles required for 5G technology. City Light will lead this program and manage this contract. The Project Team consists of:

- Project Manager: Responsible for overseeing contracting and implementation.
- Joint Use Manager: Responsible for assisting with implementation and oversight of day-to-day operations.
- Engineering Lead: Responsible for final review of Carrier submissions
- IT Interface: Ensures access to all necessary City electronic systems and platforms
- Billing: Responsible for processing any billing or invoicing needed
- Legal: Responsible for Contracting

Seattle Department of Transportation (SDOT): Responsible for oversight of attachments to Traffic Signal Poles. SDOT may require separate permits for use of their facilities.

- SDOT Permitting Specialist: Responsible for providing access to ROW permitting platform

Seattle Department of Construction & Inspection (SDCI)-Responsible for Construction and Inspection of Pole Attachments permitting and inspection services.

Mayor's Office: Mayor's Office will have oversight of the implementation, progress and successful completion of this program.

Proposer's Project Team

These are the required roles. It is understood that the team may be made up of more, or less, individuals:

- Program Lead – Primary City Contact/Liaison, responsible for working with the City during contract negotiations, final program design and implementation. Will establish process and procedures, track schedules and budgets, provide QA/QC, develop and modify resource plans
- Project Engineer\Coordinator –Lead individual site development applications, coordinate with carriers to meet deadlines, acquire documents needed for design, troubleshoot design issues, develop permit applications
- Field Tech\Designer - Participates in site screening activities and providing field inventory (photos, documentation of site conditions, etc.)
- Project Controls Analyst – Monitors and tracks costs on the project, develops financial reports, development of monthly invoice to the City for Proposer's services
- Administrative Assistant\Clerk – Assists in Project Controls' work and other staff with recordkeeping, customer service, etc.

6. CONTRACT MODIFICATIONS.

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

The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an "Exception". The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

7. PROCEDURES AND REQUIREMENTS.

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

7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

A Pre-Submittal Conference will be conducted to provide an overview of the project and also provide details of the RFP/Q evaluation process. This pre-submittal conference is not mandatory, but it is highly recommended that consultants attend. The City will be utilizing a new procurement approach, known as the City Light Expertise Driven/Procurement Project Delivery (XPD) RFP/Q Process, for this solicitation.

This process is substantially different than many traditional RFP/Q processes. The Pre-Submittal Conference will provide significant details, examples, and dialogue intended to best position Consultants for success within this process.

Table 3: Pre-Submittal Conference Details

<p style="text-align: center;"><u>Join Skype Meeting</u> (ctrl+click) Trouble Joining? <u>Try Skype Web App</u></p> <p style="text-align: center;">Join by phone</p> <p style="text-align: center;"><u>1+(785) 864-4545</u> <u>1+(913) 897-8455</u></p> <p style="text-align: center;">CONFERENCE ID: 1504572</p>
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The City Light XPD RFP/Q Process emphasizes the following evaluation criteria:

- The expertise and experience of the individual project team members proposed by each consultant (i.e. the specific individuals that would be assigned to the project should the consultant be selected)
- The capability of consultant teams to clearly demonstrate their project-specific execution methodology.
- The capability of consultant teams to identify, prioritize, and minimize potential project-specific risk factors.

Due to the evaluation emphasis on the specific individual project team members, Consultants are **STRONGLY ENCOURAGED** to send lead members of their project team to the Pre-submittal Conference that would be assigned to the project if awarded (i.e. in place of sending business development or sales personnel). **The lead project team members who are deemed to be critical for this RFP/Q are identified in Section 4 and Section 8.2.6, RFP/Q Form 3.**

7.3 Questions.

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

7.4 Changes to the RFP/Q.

The City may make changes to this RFP/Q 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/Q will be made by formal written addendum issued by the City and shall become part of this RFP/Q.

7.5 Receiving Addenda and/or Question and Answers.

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

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

7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on Page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.7 Hard Copy Submittal. - NONE

7.8 Electronic Submittal.

Submit your response via e-Mail ONLY to Lorrie van den Arend, lorrie.vandenarend@seattle.gov.

- a. Title the e-Mail “**Response to RFP/Q #SCL-23282**”
- b. Any risks associated with an electronic submittal are borne by the Proposer.
- c. The City’s e-mail system will typically allow documents up to 20 Megabytes.

7.9 Proposer Responsibility to Provide Full Response.

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

7.10 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts include but are not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

7.11 License and Business Tax Requirements.

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

Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.

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

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

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

7.14 No Guaranteed Utilization.

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

7.15 Expansion Clause.

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

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/Q as intended work for the Agreement) must comply with the following:

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

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

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

7.16 Effective Dates of Offer.

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

7.17 Cost of Preparing Proposals.

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

7.18 Readability.

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

7.19 Changes or Corrections to Proposal Submittal.

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

7.20 Errors in Proposals.

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

7.21 Withdrawal of Proposal.

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

7.22 Rejection of Proposals.

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

7.23 Incorporation of RFP/Q and Proposal in Contract.

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

7.24 Independent Contractor.

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

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

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

7.25 Equal Benefits.

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

Note to Project Manager: This provision may change depending on the funding source of the project. For instance, if you have a Federal Transit Administration (FTA) funded project, Disadvantaged Business Enterprise (DBE) Requirements will apply in lieu of WMBE. Make sure you include all the appropriate requirements in your federally funded contracts.

7.26 Women and Minority Subcontracting.

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

An Inclusion Plan must be completed and submitted with your response. See Attachments List.

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

7.27 Insurance Requirements.

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

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

7.28 Proprietary Materials.

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

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

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

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

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

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

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

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

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

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

Requesting Disclosure of Public Records

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

7.29 Ethics Code.

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

No Gifts and Gratuities.

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

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

Campaign Contributions (Initiative Measure No. 122)

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

7.30 Background Checks and Immigrant Status.

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

7.31 Notification Requirements for Federal Immigration Enforcement Activities.

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

Such requests include, but are not limited to:

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

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

8. RESPONSE MATERIALS AND SUBMITTALS.

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.

8.1 Overview of the Expertise-Driven Project Delivery Process

This contract will be delivered via the Expertise-Driven/Procurement Project Delivery (XPD) process as outlined in this RFP. The XPD process consists of three primary phases: 1) Selection Phase, 2) Pre-Award Clarification Phase, and 3) Post-Award Performance Metrics.

Selection Phase:

The first phase of the XPD process focuses on each Consultant's ability to differentiate itself from competing submittals. Consultants will be evaluated based upon the ability to identify, prioritize, and minimize project risks, add differential value to the City, show a high level of past performance on behalf of other clients and similar projects, and propose a highly-qualified project team. RFP/Q submittals should be brief, show differentiation from other submittals, and allow the City to make a justifiable selection. It is imperative that each Consultant realize that what is written in the RFP/Q submittal and discussed in the interviews will become part of the final contract.

Pre-Award Clarification Phase:

The second phase of the XPD process occurs prior to award with the selected Consultant. The selected Consultant will be required to clearly present their implementation plan for the project, coordinate risk minimization solutions, clarify value assessment options, and identify specific support and resources that will be requested from the City throughout the project. This phase is provided to the selected Consultant to ensure they have properly addressed and accounted for all aspects of the scope in their RFP/Q submittal.

Post-Award Performance Metrics:

After the contract is awarded, post-award performance metrics will be measured continuously throughout the contract duration. The awarded Consultant will be required to monitor and track all risks (actual and potential deviations to the contract) on a regular basis. Additional post-award performance metrics (specific service-level-agreement items and/or key performance indicators) may also be established.

8.2 RFP/Q Submittal

Prepare your submittal as follows. Use the format provided and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your submittal. Page limits identified below will be strictly enforced, and failure to comply with them may cause the City to reject your submittal.

1. Mandatory - Consultant Questionnaire:

Submit the Consultant Questionnaire in your submittal, even if you sent one to the City for previous solicitations. **See Attachments List**

2. Letter of interest (optional).

3. Proof of Legal Business Name (if applicable):

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a "Doing Business As" name or nickname in daily business; the City requires the legal name for your company. When preparing all forms

below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

4. Mandatory – WMBE Inclusion Plan: See Attachments List

5. Mandatory – Pricing Response:

Provide fully loaded hourly rates, and a breakdown of hours by person by task to complete the Work based on the Scope of Work and deliverables provided in the solicitation. Costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the Work.

Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours and any assumptions for the City to consider in your proposal. The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

See Attachment List for Pricing Response Template.

6. Mandatory – RFP/Q Submittal:

This document details the submittal requirements for your RFP/Q submittal. This RFP/Q contains the Response forms described below. Consultants must use these Forms and no other content will be considered for evaluation. A template for each Form is provided in electronic format for Consultants to use. Consultants must download, complete, and submit each Form in their submittal. Consultants shall NOT re-create these Forms, create their own Forms, or edit the format of the Forms (page sizing, font type, font size, color, etc.) Any RFP/Q submittal that does not adhere to these requirements may be redacted or deemed **non-responsive** and rejected (for the specific sections where infractions are found or for the entire proposal).

A separate file in Microsoft Word format is provided for Section 8.2 – Submittal Package Checklist. This document contains the required templates. Consultant must use the required templates when compiling their RFP/Q submittal.

RFP/Q Form 1 - Signature Form

Consultants must complete all information requested in the RFP/Q Form, including:

- Contact information for the Consultant.
- Acknowledgement of all addenda.
- Signature of the person authorized to contractually obligate the Consultant.

RFP/Q Form 2 - Minimum Qualifications

This section is mandatory. The determination that you have achieved all the minimum qualifications may be made from this page alone; the RFP/Q Coordinator is not obligated to check references or search other materials to make this decision.

RFP/Q Form 3 - Project Team

Consultants must identify their proposed project team structure by name and role. The City has designated the following project team roles as being critical for this contract. Please note that the job titles are generic and may not accurately reflect the specific job titles within each Consultant team:

- Program Lead
- Project Engineer\Coordinator
- Field Tech\Designer

- Project Controls Specialist
- Administrative Assistant\Clerk

Following contract award, the City expects selected consultant's project team to be comprised of the lead individuals responsible for the roles identified above. The term "lead individual" is defined as the person recognized and identified by the Consultant as having the greatest expertise and responsibility for completing the day-to-day tasks, on-site activities, and requirements associated with each role. In other words, the "lead individuals" are expected to devote the greatest time commitment at the operational level (rather than an executive, partner, or other leadership staff that will be less directly involved in day-to-day operations).

These project team roles cannot be removed or replaced without written approval by the City.

Consultants are encouraged to submit a Request for Information (RFI) should they feel that the above-listed individuals do not optimally represent the key roles and/or distinct technical competencies required for this RFP/Q. RFI's will be collated and responded to by addendum to the RFP/Q on the schedule noted above in Table 1.

The above-listed individuals marked with an asterisk (*) are required to submit Past Performance Surveys and also participate in the Interviews.

RFP/Q Form 4 - Resume/Bio of the Project Team

The Consultant shall provide a **TWO**-page maximum resume/bio of each project team individual as identified in section 8.2.5 RFP/Q Form 3 - Project Team.

RFP/Q Form 5 - List of Subconsultants

Consultants must list the subconsultants proposed as part of their project team. If no subconsultants are proposed, this Form may be left blank.

RFP/Q Form 6 - Execution Methodology

The purpose of the Execution Methodology is to establish a brief chronological roadmap of how Consultants plan to deliver the project's Scope of Work. The Execution Methodology must include a description of major milestones, activities, and deliverables along with associated sequencing, approximate schedules/durations, and means and methods being proposed.

In order to minimize bias, the Execution Methodology **MUST NOT** contain any names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

An Execution Methodology template is provided as a Form and must be used by all Consultants. Consultants are **NOT** allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.), except where explicitly noted on the form.

RFP/Q submittals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Execution Methodology will become part of the final contract for the selected Consultant.

The Execution Methodology must **NOT** exceed 2 pages (front side of page only)

RFP/Q Form 7 and 8 – Project Risk Assessment Plan

The Consultant shall prepare and submit a Project Risk Assessment. The Project Risk Assessment should address risks that may impact the successful delivery of this project. A risk is defined as any item that may result in an impact to project cost, schedule, quality, or owner expectation.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Consultant must also provide a recommended solution (or solutions) to minimize the potential impact of each risk. Wherever possible, the Consultant should quantify the potential impact to cost, schedule, scope, or quality that would be experienced should the risk occur during the project.

The Project Risk Assessment is separated into two sections: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **Assessment of Controllable Risks:** Consultants must identify specific aspects of the Scope that they deem to be most critical for achieving a successful project outcome. In addition to identifying these aspects, Consultants must describe their planned action steps for achieving a successful outcome, including the specific operational approaches that will be employed to do so. In other words, these aspects can be thought of as technical risks that Consultants are able to minimize based upon their technical expertise and past experience. Controllable risks should be listed in order of priority.
- **Assessment of Non-Controllable Risks:** Consultants must identify the non-controllable risk items that have potential to impact the project cost, schedule, scope, and/or quality. Emphasis should be placed on risk items that are non-controllable by the Consultant, which may include, but are not limited to, risks caused by the City, the City's agents/partners/consultants/representatives, third party stakeholders and authorities having jurisdiction (AHJs), concealed conditions, market conditions, and/or other unforeseen events that may impact the project. In addition to identifying non-controllable risk items, Consultants are required to utilize their expertise to (a) identify the step-by-step action steps they will take to prevent each risk from impacting the project, (b) define the potential impacts to the project if the risk does occur, and (c) recommend a response plan if the risk does occur. Non-controllable risks should be listed in order of priority.

In order to minimize bias, the Risk Assessment **MUST NOT** contain names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

Project Risk Assessment templates are provided as Forms and must be used by all Consultants. Consultants are **NOT** allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Project Risk Assessment must **NOT** exceed 4 pages (front side of page only) which includes,

- 2 pages for Controllable Risks
- 2 pages for Non-Controllable Risks

RFP/Q submittals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Project Risk Assessment will become part of the final contract for the selected Consultant.

RFP/Q Form 9 - Value Assessment Plan

Consultants shall identify options that are alternatives to the base Scope of Work. The Value Assessment is intended to allow Consultants to differentiate themselves based upon their expertise and ability to identify opportunities to improve project outcomes for the City. Value Assessment items may include, but are not limited to, the following: scope additions, scope reductions, and/or scope alternatives, alternative timing for implementation or alternative strategic approaches to any components of the scope. Value Assessment items should be listed in order of priority.

During the Pre-Award Clarification Phase, the City will determine whether each Value Assessment item from the selected Consultant will be accepted or rejected.

In order to minimize bias, the Value Assessment **MUST NOT** contain names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

A Value Assessment template is provided as a Form and must be used by all Consultants. Consultants are **NOT** allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

RFP/Q submittals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Value Assessment will become part of the final contract for the selected Consultant.

The Value Assessment must **NOT** exceed 2 pages (front side of page only)

RFP/Q Form 10 - Past Performance Surveys for Project Team

Consultants shall prepare and submit Past Performance Surveys for their project team role. The City will analyze past performance surveys for each of the project team role listed below. These entities are the same as the Project Team:

- Program Lead
- Project Engineer\Coordinator
- Field Tech\Designer
- Project Controls Analyst

For each of the project team role, the Consultant shall prepare and collect Past Performance Surveys as outlined below. A **maximum of Three (3)** Past Performance Surveys may submitted for each project team role.

The City reserves the right to perform additional reference checks.

RFP/Q Form 11 - Narratives of Related Experience

Consultants shall describe their team's experience delivering projects of similar scope. The City is most interested in brief narratives of the operational approaches, means and methods, and execution strategies directly performed by Consultants on related projects. The City is also interested in specific challenges the Consultant team encountered on related projects and how these challenges were addressed/overcome.

Narratives of Related Experience **ARE NOT** required to be anonymous. Consultants are welcome to identify the specific project, participating project team role, and relevant details as appropriate within the narrative.

The template provided must be used by all Consultants. Consultants are **NOT** allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

Each Consultant is encouraged to submit a maximum of three (3) Narratives of Related Experience (Per proposal, not individual team roles). As indicated, each narrative is limited to a single (1) page (front size only), wherein Consultants are recommended to identify the related project, describe similar requirements, specific operational approaches and means and methods that were proven

to be successful. At a minimum, project information shall include: project name, location, owner, owner's rep name, title, phone number and email; description of the work the firm was responsible for on the project; firm staff who worked on the project and role; start and end date of the work performed by the firm; total price of the work performed by the firm.

RFP/Q Form 12 - RFP/Q Assumptions

Consultants shall identify any other assumptions that were made when preparing their RFP/Q submittal. This may include, but is not limited to, items that are considered to be "in" or "out" of scope, assumptions of the City's existing environment and capabilities, tasks/resources the City will be requested to provide, etc. This Form will NOT be evaluated. It will only be viewed AFTER the evaluation process has been completed and the selected Consultant is notified.

8.3 Submittal Package Checklist.

Your submittal 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. Mandatory – Consultant Questionnaire.
2. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5" x 11" page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.
3. Mandatory – Proof of Legal Business Name
4. Mandatory - WMBE Inclusion Plan
5. Mandatory – Pricing Response
6. Mandatory – RFP/Q Submittal Forms
 - i. RFP/Q Form 1 - Signature Form
 - i. RFP/Q Form 2 - Minimum Qualifications
 - ii. RFP/Q Form 3 - Project Team
 - iii. RFP/Q Form 4 - Resume/Bio of the Project Team
 - iv. RFP/Q Form 5 - List of Subconsultant
 - v. RFP/Q Form 6 - Execution Methodology
 - vi. RFP/Q Form 7 - Project Risk Assessment Plan - Controllable
 - vii. RFP/Q Form 8 - Project Risk Assessment Plan - Non-Controllable
 - viii. RFP/Q Form 9 - Value Assessment Plan
 - ix. RFP/Q Form 10 - Past Performance Surveys for Project Team
 - x. RFP/Q Form 11 - Narratives of Related Experience
 - xi. RFP/Q Form 12 - RFP/Q Assumptions

9. SELECTION PROCESS.

9.1 Initial Screening

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

9.2 RFP/Q Evaluation

The City will evaluate RFP/Q submittals using the criteria below. Submittals will be evaluated and ranked or scored.

Overview

The City will determine the highest qualified Consultant who, in the sole judgment of the Evaluation Committee, best meets the RFP/Q requirements and evaluation criteria. City Light reserves the right to clarify, negotiate, or seek additional information from any RFP/Q submittal.

Evaluation Summary

RFP/Q submittals will be prioritized based on the categories described below. Note that only shortlisted Consultants will be evaluated and receive points for Interviews.

Table 4: Evaluation Weights

Evaluation Category	Maximum Points
Consultant Questionnaire	Pass/Fail
Proof of Legal Business Name	Pass/Fail
Minimum Qualifications	Pass/Fail
Resume/Bio of the Project Team	Pass/Fail
Narrative of Related Project Experience	Pass/Fail
Execution Methodology	10
Project Risk Assessment Plan	15
Value Assessment Plan	10
Past Performance Surveys for Project Team	05
WMBE Inclusion Plan	10
Pricing Response	15
Interviews of Key Personnel, short listed (if necessary)	35
Maximum Total Points Possible:	100

Responsive and Responsible

The City shall only consider and evaluate RFP/Q submittals from responsive and responsible Consultants.

To be considered responsive, at a minimum, Consultants must complete and submit all of the required information that is requested in this RFP/Q and its Attachments, and the RFP/Q submittal must also be delivered on time and to the correct address as identified in this RFP. Any RFP/Q submittal that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be marked as non-responsive.

To be considered responsible, Consultants must be presently engaged in providing the services similar to those required in this RFP, must meet the minimum qualifications listed, must have appropriate licenses, and must be capable of performing the services required in the Scope of Work. The City, in its sole discretion, may reject any RFP/Q submittal in which the Consultant:

- Has unsatisfactorily performed work for the City in past projects.
- Has a current contract with the City which is not in good standing.
- Has had a contract terminated by the City for non-performance.
- Is engaged in unresolved disputes or is in litigation with the City.
- Has been or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity.
- Had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion.

The City reserves the right to contact any Consultant to clarify information in its RFP/Q submittal, to request additional information from the Consultant, or to conduct additional investigation about the Consultant not

outlined in this RFP. Consultants that do not or cannot provide the requested information may be considered non-responsive.

Evaluation Committee

An Evaluation Committee will be used to evaluate all responsive RFP/Q submittals. The Evaluation Committee is expected to contain individuals with knowledge of this project and associated Scope of Work. However, members of the Evaluation Committee may or may not have specific technical expertise or previous experience with this particular project; therefore, it is important that the Consultants submit clear and concise submittals that avoid overly technical jargon (as much as possible).

The Evaluation Committee will be asked to independently review and score specific portions of all responsive RFP/Q submittals. First, the Evaluation Committee will evaluate the Execution Methodology, Risk Assessment, and Value Assessment under a blind evaluation process. Once the blind evaluations are complete, the Evaluation Committee will evaluate the Narrative of Related Experience.

These evaluation criteria will be reviewed comparatively based on a 1-10 scoring scale. A "10" represents that the item being evaluated is dominantly greater (or has demonstrated greater differential in value/qualifications/expertise) than the average submission. A "5" represents that the item being evaluated is approximately average (or there is insufficient information to identify clear differential). A "1" represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to the Procurement Officer, who will then average the scores together to obtain the final evaluation score for each of the evaluated criteria. The evaluation weights will then be allocated, such that the best evaluation score for each evaluation criteria will receive credit for the full evaluation weight available for that criteria. All competing submittals will be linearly pro-rated in relation to the best evaluation score on a criteria-by-criteria basis.

Interviews will be evaluated on the same 1-10 scale defined above.

Past Performance Surveys will be evaluated numerically based upon the survey scores and number of surveys submitted by each consultant.

Shortlisting Procedures

The process that the City is expected to follow to shortlist RFP/Q submittals prior to interviews is outlined below. Note: The City may modify this process if it is in the best interest of the project.

- All RFP/Q submittals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. RFP/Q submittals deemed non-responsive will be eliminated from further consideration. The Procurement Officer may contact Consultants for clarification of the responses.
- The Procurement Officer will assign a unique code to each responsive RFP/Q submittals.
- The Procurement Officer will provide evaluation documents to each Evaluation Committee member along with coded Project Risk Assessment and Value Assessment submissions. No team information will be provided to the Committee members.
- The Committee members will independently evaluate and score the documents and submit their scores back to the Procurement Officer.
- The Procurement Officer will create an evaluation matrix with linear scoring to analyze and prioritize the responsive RFP/Q submittals based on the submitted information.
- The Procurement Officer will present the results of the model to the Evaluation Committee, which will then identify the highest-ranking RFP/Q submittals and identify them as the Shortlisted Consultants.
- The Evaluation Committee will review the conflict of interest statements. Any Firms that are determined to be conflicted out will be removed from the list of Shortlisted Consultants and will not be invited to interview.

- Barring any conflict, the City anticipates that the two or three highest rated Consultants will be invited to participate in the Interview process; however, the number of shortlisted firms may be adjusted based upon the number of submittals received and the range of total evaluation scores identified. The Evaluation Committee reserves the right to increase or decrease the number of RFP/Q submittals in this list based on the competitiveness of the RFP/Q submittals.
- The Shortlisted Consultants will be required to participate in the Interviews.

Interviews

The Evaluation Committee will conduct interviews with each of the Consultants. The Evaluation Committee may shortlist Consultants prior to the Interview stage based upon the shortlisting procedures described above. The interviews will be limited to the project team roles identified with an asterisk (*) and described on RFP/Q Form 3.

No other individuals will be allowed to participate in the Interviews. The Evaluation Team may request to interview additional personnel at their sole discretion.

The individuals that will be interviewed must be the same person that is identified in the Consultants' RFP/Q Submittal. No substitutes, proxies, phone interviews, or electronic interviews will be allowed (special circumstances may be considered at the sole discretion of the Evaluation Committee – please notify the City with as much advance notice as possible). Individuals who fail to attend the interview will be given a score of zero, which may jeopardize the Consultant's competitiveness.

Interviews are expected to last approximately 20-30 minutes per individual. The Evaluation Committee will interview individuals separately. No other individuals (from the Consultant's organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes, handouts, or other marketing materials unless specifically requested by the City.

Final Prioritization of Consultants

After the Shortlisted Consultants have been interviewed, they will be evaluated and scored by the Evaluation Committee. The Procurement Officer will create a final spreadsheet model that includes all of the criteria and weights as identified in this RFP.

9.3 Pre-Award Clarification Period

Overview

The Pre-Award Clarification Period is carried out prior to contract signing. There are two processes within the Pre-Award Clarification Period. First, all traditional contract negotiation activities will be conducted. Second (and in parallel), the coordination of a detailed and project-specific execution plan for the project will be conducted. These two processes are detailed in the sections below.

Consultant Contract Negotiations

The highest ranked Consultant will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. At its discretions, the City may negotiate any aspect of the pricing proposal or the solicitation.

All traditional contract negotiation items will occur, including but not limited to:

- Legal review of contract terms and conditions
- Cost/fee negotiations
- Scope development and negotiation

Project-Specific Execution Plan

In parallel, clarification of the Project-Specific Execution Plan requires the selected Consultant to coordinate directly with City Light's project team to define the following items:

- Project Milestone Schedule

- Confirmation of project deliverables
- Requested Client Action Item List
- Risk Management Plan
- Review of all Value Assessment items
- Address all Client-identified project concerns and questions
- Confirmation of post-award performance measurement items

These items will be formally documented and included as attachments/exhibits to the Contract.

Required Activities / Deliverables

The Consultant will be required to plan the project in detail. The Consultant will be required to perform the following (including, but not limited to):

- Create a Schedule of Requested Owner Activities and Resources
 - Prepare a schedule that lists the activities, actions, or decisions needed from the Client,
 - Include specific due dates that the Client -provided items are needed
 - Identify the specific individuals within the Client’s organization who are responsible for (and agreed to) the items.
- Create an overall Project Milestone Schedule
 - Prepare a milestone schedule of the project, including all major milestones, phases, activities, and associated sequencing.
 - If requested, prepare (or provide a plan to prepare) a detailed operational schedule
- Align Expectations
 - Coordinate with all critical parties (subconsultants, suppliers, etc.)
 - Provide a complete list of all RFP/Q submittal assumptions (with associated impacts)
 - Identify any potential ‘deal breakers’
 - Identify what is included and excluded in the RFP/Q submittal from a scope perspective
 - Identify the roles and responsibilities of the Client group and the City contracting personnel
 - Review any unique technical requirements with the Client
- Provide All Documentation
 - Acceptance of contract terms and conditions
 - Provide a detailed execution methodology, including the specific means and methods that will be utilized to deliver critical aspects of the scope.
 - Provide a detailed safety plan (as needed)
 - Provide a detailed staffing plan
- Risk Mitigation Plan
 - Identify all risks or activities not controlled by the Consultant and strategies to mitigate the risks
 - Define potential cost, schedule, and quality impacts of non-controllable risks
 - Identify how unforeseen risks will be managed and documented
- Post-Award Performance Metrics
 - Clearly define the metrics that would demonstrate that the Client’s project outcomes have been successfully delivered.
 - Identify how the Consultant will track and document their performance
 - Provide a performance metric report that will be used throughout the project
 - Identify how the City will document this service as a success
 - Review the Weekly Risk Report document.
- Clarify questions and concerns identified by the Client and the City’s contracting personnel

Clarification Meetings

The selected Consultant will be required to conduct and participate in several meetings throughout the Pre-Award Clarification Phase. At a minimum, the City will expect:

- **Kickoff Meeting**

The City will require the Consultant to conduct a kickoff meeting at the beginning of the Pre-Award Clarification Phase. The Consultant will lead the kickoff meeting and is expected to be prepared to present the following information:

 - Description of their plan for project execution (including specific means and methods of critical activities)
 - High level schedule for service delivery
 - Address any major concerns provided by the Client
 - Identify and address any major deal breakers
 - Address all scope assumptions
 - Identify major risks to the project (focusing on risks that the Consultant does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from the Client to support successful service delivery.
 - Propose a meeting schedule for items that must be reviewed in detail and resolved during the Pre-Award Clarification Phase.
- **Weekly Clarification Check-Points**

The selected Consultant will provide a formal update of Clarification status, including associated written documentation, each week during the Pre-Award Clarification phase.
- **Summary Meeting**

The selected Consultant will be required to hold a final summary meeting at the end of the Pre-Award Clarification Phase. This meeting is to present a summary of the final details that were discussed and resolved during the Pre-Award Clarification Phase. This meeting is not a question-and-answer meeting. The Consultant will lead the meeting to present the entire plan, execution methodology, and identified risks and mitigation plans.

Clarification Document

The potential best value Consultant will be required to submit a Clarification Document that will contain (at a minimum) the information outlined in the previous section. This document will only be prepared by the Consultant that is invited to the Pre-Award Clarification Phase. Any invitation will not constitute a legally binding offer to enter into a contract on the part of the City to the Consultant.

Negotiation Period

The City may open discussions with the apparent successful Consultant, to negotiate costs and modifications to align the RFP/Q submittal or contract to meet the needs of the Client within the scope sought by the solicitation.

The City reserves the right to negotiate with the selected Consultant during the Pre-Award Clarification Phase. This may include, but is not limited to, modifying the scope of the service (time, cost, quality, expectations, etc.) Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the Consultant.

Notification of Intent to Award

No action of the City other than a written notice from the Procurement Officer to the Consultant, advising acceptance of the RFP/Q submittal and the City's intent to enter into an Agreement, shall constitute acceptance of the RFP/Q submittal.

Failure to Enter into an Agreement

At any time during the Pre-Award Clarification Phase, if the City is not satisfied with the progress being made by the invited Consultant, the City may terminate the Pre-Award Clarification Phase activities and then commence or resume a new Pre-Award Clarification Phase with the next highest rated Consultant. If the Consultant and the City fail to agree to terms, or fail to execute a contract, the City may commence a new Pre-Award Clarification Phase with the next highest rated Consultant. There will be no legally binding relationship created with any Consultant prior to the execution of a written agreement. Any Consultant's RFP/Q submittal, terminated in accordance with this article, is removed from further participation in this Request for Qualifications. New Pre-Award Clarification Phases with next highest rated Consultants thereafter are also extended this right.

9.7 Right to Award to next ranked Consultant

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

9.8 Repeat of Evaluation

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those RFP/Q submittals 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 RFP/Q submittals meet its requirements.

10. AWARD AND CONTRACT EXECUTION.

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

10.1 Protests.

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

10.2 Protests – City Purchasing and Contracting Services.

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

10.3 Limited Debriefs.

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities. Debriefs are available upon request once a contract has been fully executed.

10.4 Instructions to the Apparently Successful Consultant(s).

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

10.5 Checklist of Requirements Prior to Award.

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

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

10.6 Taxpayer Identification Number and W-9.

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

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

10.7 Insurance Requirements

Proof of insurance is required, **See Attachments List**

10.8 Standard Consultant Contract Template – See Attachments List

11. POST AWARD PERFORMANCE MATRIX

11.1 Risk Reporting System

Overview

City Light maintains a Project Management Framework and Best Practices Tool kit including a Risk Management system that will be integrated into this contract during the Clarifications Period. The Risk Reporting system is a tool for the City in analyzing the performance of the Consultant based on risk. The selected Consultant will be required to prepare and submit regular Risk Reports. These reports are a tool for the City in analyzing changes/deviations that may occur throughout an awarded project. Note: these reports do not substitute or eliminate other progress reports or any other traditional reporting systems or meetings that the Consultant may perform.

Definition of a Risk

A risk is defined as anything that impacts (or may potentially impact) the original awarded contract cost, schedule, scope, or quality. A risk may also be thought of as a potential *'change'* or *'deviation'* in the contract award. This includes deviations that are caused by:

- *Consultant* (or entities contracted by the Consultant)
- *Owner* (scope changes or client-caused deviations)
- *Third Parties* (which are not hired or contracted by the Consultant)
- *Unforeseen Conditions*
- *Other (as necessary)*

Template

The Risk Report is an MS Excel spreadsheet file. A template shall be provided by the City during the Clarifications Period and must be used. Consultant is not permitted to recreate or modify this template in any way. The City will assist the Consultant in setting up this spreadsheet, but it is the Consultant's responsibility to complete and submit these reports as required.

Saving the File

The Risk Report must be saved in a unique manner to allow the City to analyze the reports from all ongoing projects. The Consultant must save each report using the date and name of the project given by the City in the following format: YYMMDD_Project ID_Project Name. For example, if you are completing a Risk

Report for the 'Polk Project' (that had an RFP# 56789 for the week ending Friday, March 1, 2016, the excel spreadsheet should be saved as the file name: '160301_56789_Polk Project').

Submission Requirements

The Risk Report must be prepared and submitted by the selected Consultant. The report is due at regular intervals to be specified by the City during the contract term. The report must be emailed to the City's Project Manager. The City may also identify additional individuals that should also receive the reports.

Failure to submit Risk Reports will be result in progress payments being withheld from the Consultant until such time that the Risk Reports are submitted in a timely and accurate manner.

Completing the Report

When the Consultant encounters or identifies a new or potential deviation (to cost or schedule), they must identify it in the report, along with a short and concise description of the deviation, reasons why the deviation occurred, and a plan/strategy to mitigate the deviation. Each deviation must have an estimated impact to the awarded cost or awarded schedule. These columns cannot be left blank (nor include verbiage such as: n/a, unknown, tbd, etc.). The Consultant should provide their best estimate of the impact, with the understanding that the impact can be adjusted in later reports.

Accuracy of the Report

The City will review and analyze each Report for accuracy, conformance to format requirements, and timely submittals. The City shall withhold progress payments for missing or substantially inaccurate reports. At the end of the project, the City may consider the accuracy and timeliness of the reports when making the final closeout rating of the Consultant and the Consultant's team. These ratings may be used and considered during competition on future projects.

11.2 Post Service Evaluation

Close Out Performance Evaluations

The City will evaluate their overall satisfaction with the awarded Consultant's performance. Close Out Performance Evaluations will include, but are not limited to, an assessment of: overall quality, ability to manage the service, ability to minimize complaints, ability to minimize the City efforts, ability to minimize service delays, ability to minimize cost increases, and submission of accurate and timely Risk Reports.

The Close Out Performance Evaluations will be used to update the Past Performance Survey scores for the awarded Consultant and its Project team role.

The City may choose to provide updated Past Performance Surveys for each phase of this contract.

List of Attachments

- Consultant Questionnaire
- WMBE Inclusion Plan
- Insurance Transmittal Form
- City Consultant Contract Boilerplate
- Pricing Response
- Project Flow Chart
- Service Area Map

List of RFP/Q Forms Attached as Separate Word File**RFP/Q Submittal**

1. RFP/Q Form 1 - Signature Page
2. RFP/Q Form 2 - Minimum Qualifications
3. RFP/Q Form 3 - Project Team
4. RFP/Q Form 4 - Resume/Bio of the Project Team
5. RFP/Q Form 5 - List of Subconsultants
6. RFP/Q Form 6 - Execution Methodology
7. RFP/Q Form 7 – Project Risk Assessment – Controllable
8. RFP/Q Form 8 – Project Risk Assessment – Non-Controllable
9. RFP/Q Form 9 - Value Assessment
10. RFP/Q Form 10 - Past Performance Surveys for the Project Team
11. RFP/Q Form 11 - Narrative of Related Project Experience
12. RFP/Q Form 12 - RFP/Q Assumptions