



**City of Seattle**

**REQUEST FOR PROPOSAL #767001474  
Consultant Contract**

**Project Title:  
Midstream Commercial Lighting Program Implementation**

**Procurement Schedule  
Table 1: Procurement Schedule**

<b>No</b>	<b>Activity</b>	<b>Date</b>
1	Issuance of RFP	June 11, 2021
2	Pre-Submittal Conference (See 7.2 below)	June 16, 2021 2:30 – 3:30 pm (PST)
3	Deadline to Submit Questions/Inquires 2:00 PM (PST)	June 21, 2021
4	Answers to Questions Posted as Addendum	June 25, 2021
5	Deadline to Submit Proposals	<b>July 12, 2021 3:00 PM (PST)</b>
6	Shortlisting of Consultants	July 19, 2021
7	Interviews	July 20 – July 27, 2021
8	Notification to Selected Consultant	July 30, 2021
9	Clarification Period	August 2 - August 13, 2021
12	Contract Date	August 20, 2021

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

## Procurement Contact Information

Procurement Contact: Ned.Lichty@Seattle.gov

### Table 2: Delivery Address

**Upload Electronic Proposals and Documents To:**

<https://cityofseattle.bonfirehub.com>

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.

### Purpose

This Request for Proposal (RFP) is to select an implementer for Seattle City Light's Midstream Commercial Lighting Program. Seattle City Light (City Light) is seeking a consultant to administer point-of-sale instant discounts through participating distributors to encourage the sale of qualified light emitting diode (LED) lighting instead of less efficient alternatives. The consultant will establish participation agreements with commercial lighting distributors that sell lamps into City Light's service area and be responsible for recruitment, outreach, engagement, and training of participating distributors in program requirements, processes, and delivery. The consultant will market the program to contractors and customers and will collect sales data from participating distributors to process incentives in a timely manner.

Through the Midstream Commercial Lighting program, City Light aims to help businesses achieve energy savings with high-quality lighting in an easier, faster, and more flexible way by offering instant discounts on qualified commercial LED products at a lower administrative cost to City Light than traditional direct to customer incentive programs. By partnering with local distributors, we hope to increase the LED market share in our service territory and region.

The minimum annual kWh goal for this program is 4,000,000 kWh and the maximum annual budget is \$600,000. Should additional funding become available, City Light reserves the option to expand the scope of this program.

### Background

City Light initially launched the Midstream Commercial Lighting program—branded “Lighting to Go”—in August 2018 as part of a regional initiative to engage commercial lighting distributors to influence stocking and sales decisions and therefore make more energy efficient lighting available for customers at a discounted price. Currently the instant discount is passed on to the purchaser. More information about the current program, including a list of participating distributors, can be found here:

<http://www.seattle.gov/Documents/Departments/CityLight/LightingToGo.pdf>. (Exhibit 1 Attached)

All commercial customer sites, including common area multifamily and industrial customers, new construction and existing buildings, are eligible for Midstream Commercial Lighting incentives. City Light anticipates roughly 50,000 customers are eligible for this program. More information on City Light and our customers can be found here:

<http://www.seattle.gov/Documents/Departments/CityLight/FingertipFacts.pdf> (Exhibit 2 Attached). For

the purposes of this RFP, eligible distributors include “brick-and-mortar” distributors with physical locations, online-only distributors, and project-based distributors. City Light welcomes input on distributor eligibility as part of the consultant proposal.

## 2. Performance Schedule.

This will be a two-year contract with the option to extend. Funding for year 2022 will not exceed \$600,000 per year. The selected consultant will invoice City Light monthly for lighting incentives processed. Goals and budgets will be set on a calendar year basis. Implementation of the work is anticipated to be as follows:

- September 2021: Contract executed
- January 1, 2022: Customer-facing program launch

### 3. Solicitation Objectives.

City Light seeks to continue the midstream incentive delivery model and requests innovative consultant proposals that expand upon the current measure list and incentive structure while complementing our existing portfolio of commercial programs.

### 4. Minimum Qualifications.

Minimum qualifications required are as follows:

- Consultant must have a minimum of two (2) years' experience providing energy efficiency or energy solutions program implementation as a primary business service.
- Consultant must have successfully performed at least one (1) contract with public or private agency/agencies with scope and services similar to those for this contract.

### 5. Scope of Work.

Below are the tasks, services, and deliverables that are anticipated as part of this Scope of Work (SOW). The tasks below are included as draft scope tasks; details of tasks are subject to final negotiation to refine approach, services, timelines, and level of effort required. Please be specific about your approach to performing these tasks, your assumptions, staff roles and responsibilities, and schedule when preparing the RFP submittals (see Section 8). Proposals should demonstrate how their approach to all tasks minimizes overall program cost and maximizes kWh savings. Preference will be given to proposals that can guarantee meeting the minimum kWh savings goal.

#### **Task 1. Program administration**

The selected consultant is required to manage all implementation program activities. The consultant will be responsible for coordination with the City Light Program Manager, participating distributors, any subcontractors required to complete the scope of work, and City Light internal stakeholders (Communications, Customer Care, etc.) to meet the goals of this program.

The consultant will be responsible for updating and maintaining the list of eligible measures throughout the program. Consultants should provide the proposed measure list in the Measure Table (see Attachment C). City Light has a preference to be regionally aligned with savings and/or payments offered by neighboring utilities' midstream programs for market consistency and reduced confusion. Qualified product lists (QPLs) should be supported by the U.S. Environmental Protection Agency's ENERGY STAR or the DesignLights Consortium. Consultants shall ensure that implemented measures comply with the program's eligibility requirements and that payments are processed per the program rules (product eligibility, customer project eligibility, and geographic eligibility).

The implementation team will track and report on program activity, data, and metrics including but not limited to:

- Savings accomplished to date (kWh)
- Budget (with program administration and incentives separately reportable)
- Units sold by distributor, product category, installation zip code (at a minimum),<sup>1</sup> and installation business name
- Distributor engagement (see Task 2)

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<sup>1</sup> Consultant proposals should discount per unit kWh savings if full installation address will not be collected at point-of-sale. The current Midstream Commercial Lighting Program discounts kWh savings by 15% when only installation zip code is provided at point-of-sale (as opposed to full installation address).

### **Task Deliverables**

- Program launch plan (within 40 days of contract)
- Qualified measures list including kWh savings, incentive values (see Task 4), spiffs or bonuses, and QPLs
- Program eligibility documentation
- Monthly, quarterly, and annual progress reports (including meetings)
- Contribute to internal program lifecycle documentation (e.g., program change justification to add or remove measures from the program)

### **Task 2. Distributor engagement and training**

The consultant will manage and coordinate distributor participation in the program. The consultant will be responsible for recruiting distributors to participate in the program. City Light expects the consultant to leverage the existing group of distributors and welcomes input on recruiting additional distributors as necessary.

Distributor engagement includes:

- Recruiting distributors into the program
- Managing and overseeing participation agreements
- Developing and managing relationships with distributor staff at all levels necessary to meet program goals
- Providing regular and ongoing training to distributors to ensure distributors:
  - Can successfully promote the instant discounts to customers and contractors
  - Understand how Commercial Midstream Lighting fits into City Light's commercial program portfolio and can cross-promote City Light's other programs and initiatives
  - Can easily verify which customer projects are eligible for incentives at point-of-sale
  - Know how to navigate the incentive processing system (see Task 4) and submit data in a timely and accurate manner
  - Are abreast of any program changes, updates, campaigns, or promotions

City Light welcomes consultant proposals that reduce barriers to participation, such as how to support distributors to streamline customer project eligibility verification at point-of-sale. City Light welcomes consultant proposals that include innovative tactics for engaging participating distributors.

### **Task Deliverables**

- Recruit, provide training, and oversee of a network of lighting distributors to support the Program
- Distributor engagement plan
- Change management plan (if significant departure from existing Commercial Midstream Lighting program)
- Distributor training
- Distributor satisfaction surveys

### **Task 3. Marketing**

Consultant will coordinate with City Light Program Manager and Communications division to develop creative and messaging that is aligned with City Light branding guidelines to promote the program.

Consultant marketing responsibilities will include:

- Point-of-sale marketing: Produce materials to promote the program at the point-of-sale to contractors and customers

- Other marketing: Develop content to be included in other channels as needed; for example, distributor channels other than point-of-sale and industry partner channels
- Event staffing

City Light welcomes proposals to creatively market the program through innovative channels.

#### **Task Deliverables**

- Marketing plan
- Develop and produce point-of-sale marketing materials

#### ***Task 4. Incentive processing***

The consultant will be responsible for all incentive processing to ensure the customer or contractor receives the instant discount at the point of sale and that the distributor is reimbursed promptly. The consultant will develop solutions to reduce distributor transaction costs to increase energy efficiency benefits to City Light.

The incentive processing system should:

- Provide a system for distributors to conveniently report sales at least monthly
- Collect product sales and incentive data in a timely manner from distributors
- Verify distributor sales for consistency, eligibility, completeness, and accuracy (quality control)
- Pay distributors in a timely manner
- Export data for City Light's reporting, site verification, and auditing needs
- Comply with City Light's information, customer privacy, data sharing, and data security standards (Appendix C)

The proposed incentive structure should be reflected in the Measure Table (see Attachment C). The purchaser incentive value must be identifiable on the distributor invoice and attributed to City Light.

#### **Task Deliverables**

- Distributor participation and incentive processing system

## **6. Contract Modifications**

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

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 attached 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.

## **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

An optional Pre-Submittal Conference will be conducted to provide an overview of the project and also provide details of the proposal evaluation process. This contract will be delivered via the Expertise-Driven Project Delivery (XPD) process as outlined in this RFP. The XPD process consists of two primary phases: 1) Selection Phase, 2) Pre-Award Clarification Phase.

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

SCL will be hosting a Virtual Pre-Submittal Conference on **June 16, 2021** from **2:30 to 3:30 PM (PST)**:

**Microsoft Teams meeting**  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Or call in (audio only)**  
[+1 206-686-8357, 129224029#](#) United States, Seattle  
Phone Conference ID: 129 224 029#

This conference is **for interested consultants only** and is **not intended for contractor teams**.

The City Light Expertise-Driven Project Delivery (XPD) 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 that would be assigned to the project if awarded (i.e. in place of sending business development or sales personnel).

## 7.3 Questions.

To contact the Organization or ask questions in relation to this RFP, respondents must register with the Seattle City Light's public purchasing portal at <http://cityofseattle.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. Seattle City Light will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

Proposers may email questions to the public portal 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.

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 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.

Seattle City Light uses a Bonfire portal for accepting and evaluating proposals digitally.

- a. Proposals must be submitted through the online Bonfire Portal at: <https://cityofseattle.bonfirehub.com> Submissions by other methods will not be accepted.
- b. Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript **must** be enabled. Browser cookies must be enabled. Respondents should contact Bonfire at <https://Support@GoBonfire.com> for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>
- c. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- d. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- e. All pages are to be numbered sequentially, and closely follow the requested formats.
- f. 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.
- g. 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.
- h. Vendor will have the ability to modify their submissions up to the Submission Deadline in Bonfire.
- i. Submissions may be amended, but only before the Submission Deadline. Proponents wishing to amend their Quotations may amend before the Submission Deadline directly on the e-Procurement Portal.
- j. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



### 7.7 Hard Copy Submittals.

Hard copy submittals will not be accepted. **See Page 2, Table 2 - Delivery.**

### 7.8 RESERVED

### 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 deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

### 7.10 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City, 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, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License can be found here:  
<http://www.seattle.gov/Documents/City/FAS/Licensing/Seattle-business-license-application.pdf>
- g. You can find Business License Application help here:<http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://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](mailto: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](mailto: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 City 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 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.

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 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 and Proposal in Contract.**

This RFP 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.

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 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.

### **7.25 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.

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

### 7.27 Insurance Requirements.

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

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

### 7.28 Proprietary Materials.

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

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

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

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

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

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

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

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

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

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

### ***Requesting Disclosure of Public Records***

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

### **7.29 Ethics Code.**

Familiarize yourself with the City Ethics code: [http://www.seattle.gov/ethics/etpub/et\\_home.htm](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](mailto:polly.grow@seattle.gov).

### **7.30 Background Checks and Immigrant Status.**

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

## **8. Response Materials and Submittal.**

### **8.1 Overview of the Expertise-Driven Project Delivery Process**

This contract will be delivered via the Expertise-Driven Project Delivery (XPD) process as outlined in this RFP. The XPD process consists of 1) Selection Phase, 2) Pre-Award Clarification Phase.

#### **Selection Phase:**

The first phase of the XPD process focuses on each Consultant’s ability to differentiate itself from competing proposals. 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. Submitted proposals should be brief, show differentiation, and allow the City to make a justifiable selection. It is imperative that each Consultant realize that what is written in the proposals 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 proposal.

## **8.2 Proposal Response**

Prepare your response 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 response. Page limits identified below will be strictly enforced, and failure to comply with them may cause the City to reject your response. This RFP contains the Forms described below. Consultants must use these Forms and no other proposal 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 proposal. 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 proposal 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).

### **8.2.1 Optional - Letter of interest**

To be no more than two (2) pages long. The letter of interest may contain any information not shown elsewhere in the proposal.

### **8.2.2 Mandatory - Consultant Questionnaire**

Submit the following in your response, even if you sent one to the City for previous solicitations.

### **8.2.3 Mandatory - Proof of Legal Business Name**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

### **8.2.4 Mandatory – Minimum Qualifications (Attachment A, 1-page max)**

Provide a response limited to one (1) page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this section alone. The evaluation committee is not obligated to check references or search other materials to make this decision.

### **8.2.5 Mandatory – WMBE Inclusion Plan: (Attachment B)**

You must submit the following in your response.

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

[http://www.seattle.gov/Documents/Citys/FAS/PurchasingAndContracting/WMBE/InclusionPlan\\_ConsultantContracts.docx](http://www.seattle.gov/Documents/Citys/FAS/PurchasingAndContracting/WMBE/InclusionPlan_ConsultantContracts.docx)

### **8.2.6 Mandatory - Approach to Scope of Work (Attachment C, 4-pg. max - Anonymous)**

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

City Light has a preference to be regionally aligned with savings and/or payments offered by neighboring utilities' midstream programs for market consistency and reduced confusion. City Light welcomes consultant proposals on how to reduce barriers to participation including how to support distributors to streamline customer project eligibility verification at point-of-sale. City Light welcomes consultant proposals that include other tactics for engaging participating distributors to increase market outreach and participation. City Light welcomes proposals to creatively market the program. Proposals should demonstrate how their approach to all tasks minimizes overall program cost and maximizes kWh savings. Preference will be given to proposals that can guarantee meeting the minimum kWh savings goal.

In order to minimize bias, the Approach to Scope of Work 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).

### **8.2.7 Mandatory - Resume of Key Project Team & Organization Chart (Attachment D, 2-pg. max per Project team member)**

Consultants must identify the names of their project team role and provide an Organization Chart.

Following contract award, the City expects the project team identified as lead individuals to be responsible for the roles identified in Attachment D. The term "lead individual" is defined as the person who will devote the greatest time allocation to completing the day-to-day tasks, 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.

### **8.2.8 Mandatory - Narratives of Related Experience (Attachment E, 3 Projects max; 1-pg. per narrative)**

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, particularly commercial midstream projects in the Puget Sound or Pacific Northwest region. 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.

### **8.2.9 Mandatory – Risk Assessment - Controllable & Uncontrollable (Attachment F, 4-Pg total: 2-Pg max for Controllable, 2-Pg max for Uncontrollable – Anonymous)**

The 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 risk items that have potential to impact to 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).

Risk Assessment templates are provided as a 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 Risk Assessment must NOT exceed 4 pages (front side of page only) (2 pages for Controllable Risks and 2 pages for Non-Controllable Risks).

Proposals 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 Risk Assessment will become part of the final contract for the selected Consultant.

### **8.2.9 Mandatory – Value Assessment (Attachment G, (2-Pg max - Anonymous))**

Consultants shall identify options that are alternate 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, particularly those that increase the annual kWh goal and minimize the \$/kWh cost. Value Assessment items may include, but are not limited to, the following: scope additions, scope reductions, and/or scope alternates. 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.).

Proposals 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.

#### **8.2.10 Mandatory – Pricing Proposal (Attachment H)**

For incentives, City Light desires to pay no more than \$0.10 per kWh as an incentive payment to distributors or to pay up to 80% of the incremental cost of the product. For program administration, consultant proposals must provide performance payments (\$/kWh) to cover program administrative costs. Consultants may include a processing fee as a percentage of incentive payments. City Light desires to see budget proposals where 25% or less of the budget is allocated to administrative costs. Consultants should ensure that the measures, per unit incentives, and the total projected annual kWh included in the Pricing Proposal are consistent with the measures and the per unit kWh savings assumptions provided in the Approach to Scope of work Table 1. Refer to Exhibit 3: Eligible ZIP Codes for percent kWh attribution assumptions and Task 1 in section 5 regarding discounting kWh when installation address is not collected.

#### **Interviews**

The City will conduct interviews with each of the Consultants. The City may shortlist Consultants prior to the Interview stage based upon the shortlisting procedures described below. The interviews will be limited to the following project team roles, which are the same individuals listed as the Project Team in 8.2.7 (Attachment D). No other individuals will be allowed to participate in the Interviews. The City may also 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' Proposal. No substitutes, proxies, phone interviews, or electronic interviews will be allowed (special circumstances may be considered at the sole discretion of the City – 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 15-20 minutes per individual. The City 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.

## Submittal 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. Optional - Letter of Interest               |                |
| 2. Mandatory - Consultant Questionnaire        |                |
| 3. Mandatory - Proof of Legal Business Name    |                |
| 4. Mandatory - Minimum Qualifications          | (Attachment A) |
| 5. Mandatory – WMBE Inclusion Plan             | (Attachment B) |
| 6. Mandatory – Approach to Scope of Work       | (Attachment C) |
| 7. Mandatory – Resume of Key Project Team      | (Attachment D) |
| 8. Mandatory – Narrative of Related Experience | (Attachment E) |
| 9. Mandatory – Risk Assessment                 | (Attachment F) |
| 10. Mandatory – Value Assessment               | (Attachment G) |
| 11. Mandatory – Pricing Proposal               | (Attachment H) |

## 9. Selection Process.

### 9.1 Initial Screening

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

### 9.2 Proposal Evaluation

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

#### Overview

SCL will determine the highest qualified Consultant who, in the sole judgment of SCL, best meets the RFP requirements and evaluation criteria. SCL reserves the right to clarify, negotiate, or seek additional information from any Proposal.

#### Evaluation Summary

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

Evaluation Category	Maximum Points
Consultant Questionnaire	Pass/Fail
Proof of Legal Business Name	Pass/Fail
Minimum Qualifications	Pass/Fail
Approach to Scope of Work (Anonymous)	45
Resume of Key Project Team	5
Narrative of Related Experience	20
Risk Assessment (Anonymous)	5
Value Assessment (Anonymous)	5
Pricing Proposal	10
WMBE Inclusion Plan	10
<b>Maximum Total Points Possible:</b>	<b>100</b>

## Responsive and Responsible

The City shall only consider and evaluate proposals 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 and its Attachments, and the Proposal must also be delivered on time and to the correct address as identified in this RFP. Any proposal 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, at a minimum, Consultants must be presently engaged in providing the services similar to those required in this RFP, 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 proposal 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 proposal, 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 Proposals. The Evaluation Committee is expected to contain three to seven (3 – 7) 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 proposals 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 proposals. First, the Evaluation Committee will evaluate the anonymous sections of the Proposal. Once the anonymous evaluation is complete, the remaining sections will be evaluated.

These evaluation criteria will be reviewed based on the Evaluation Criteria outlined in Section 9.2. 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 average score for each of the evaluated criteria.

Interviews will be scored and provide up to an additional 25 points.

## Shortlisting Procedures

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

- All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals 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 proposal.
- The Procurement Officer will provide evaluation documents to each Evaluation Committee member along with coded 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 Proposals 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 proposals, and identify them as the Shortlisted Consultants. The City anticipates that the two to six 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 proposals in this list based on the competitiveness of the proposals.
- The Shortlisted Consultants will be required to participate in the Interviews.

### 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.

#### Project-Specific Execution Plan

In parallel, clarification of the Project-Specific Execution Plan requires the selected Consultant to coordinate directly with SCL'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

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):

- Clarify the Cost Proposal
  - Provide a detailed cost breakdown (major areas, phases, components, etc.)

- Clarify any 'big-ticket' items
- Ensure the cost is inclusive of all scope requirements
- Clarify all value-added options
- Create a Schedule of Requested Owner Activities and Resources
  - Prepare a schedule that lists the activities, actions, or decisions needed from the City
  - Include specific due dates that the City -provided items are needed
  - Identify the specific individuals within the City 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 proposal assumptions (with associated impacts)
  - Identify any potential 'deal breakers'
  - Identify what is included and excluded in the proposal from a scope perspective
  - Identify the roles and responsibilities of the City or the City personnel
  - Review any unique technical requirements with the City
  - Review statements made during interviews
  - Revisit the sites to do any additional investigating
- 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 City'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 City

## 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 City
- 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 City 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.
- Insert other items the Consultant should discuss

- **Weekly Clarification Checkpoints**

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 Proposal, 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 proposal or contract to meet the City's needs 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 proposal and the City's intent to enter into an Agreement, shall constitute acceptance of the proposal.

### **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 proposal, terminated in accordance with this article, is removed from further participation in this Request for Proposal. New Pre-Award Clarification Phases with next highest rated Consultants thereafter are also extended this right.

## **9.4 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).

## **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 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 Debriefs.**

A debriefing will be provided to all Consultants once the contract award has been issued. The intent of the debriefing will be to provide feedback on Consultant proposals, including specific feedback on individual evaluation criteria. The debriefing will not reveal the identities or content between competing Consultants. The purpose of the debriefing is to provide Consultants with feedback and to work towards continuous improvement of proposal practices.

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

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



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

### 10.5 Checklist of Requirements Prior to Award.

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

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

### 10.6 Taxpayer Identification Number and W-9.

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

### 10.7 Insurance Requirements

No proof of insurance is required.

## List of Proposal Attachments

### Attachments:

- |   |              |
|---|--------------|
| 1. Consultant Contract Boilerplate            | Appendix A   |
| 2. Consultant Questionnaire                   | Appendix B   |
| 3. Cyber Security Requirements & Expectations | Appendix C   |
| 4. Participating Distributors                 | Exhibit 1    |
| 5. Finger Tip Facts                           | Exhibit 2    |
| 6. Eligible ZIP Codes                         | Exhibit 3    |
| 7. Minimum Qualifications                     | Attachment A |
| 8. WMBE Inclusion Plan                        | Attachment B |
| 9. Approach to Scope of Work                  | Attachment C |
| 10. Resume of Key Project Team                | Attachment D |
| 11. Narrative of Related Experience           | Attachment E |
| 12. Risk Assessment                           | Attachment F |
| 13. Value Assessment                          | Attachment G |
| 14. Pricing                                   | Attachment H |