



**City of Seattle**  
Seattle City Light Department

**REQUEST FOR PROPOSAL**  
**RFP #SCL-24860**

**Consultant Contract**

**Project Title: Energy Efficiency as a Service (EEaS) Measurement and Verification (M&V) Project**

**Procurement Schedule**  
**Table 1: Procurement Schedule**

<b>Schedule of Events</b>	<b>Date/Time (PST)</b>
Solicitation Release	May 21, 2020
Pre-Submittal Conference (See 7.2 below)	May 28, 2020, 2:30 pm – 3:30 pm
Deadline to submit Questions	June 2, 2020, 3:00 pm
Answers to Questions – Posted as Addendum	June 5, 2020, 3:00 pm
Deadline to Submit Proposals	June 30, 2020, 3:00 pm
Shortlisting of Consultants	July 10, 2020
Interviews (Optional)	July 11-17, 2020
Notification to Selected Consultant	July 21, 2020
Clarification Period	July 21 – August 11, 2020
Contract Execution Target	August 11-14, 2020

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

**Release Date: May 21, 2020**

Seattle City Light  
Procurement and Contracting Office

**Contact: Ned Lichty, Sr. Procurement & Contracting Specialist**

**Email: [Ned.Lichty@Seattle.gov](mailto:Ned.Lichty@Seattle.gov)**

# Procurement Contact Information

## The City of Seattle, Seattle City Light Department

### Table 2: Delivery Address

**The City will accept electronic submittals only for RFP #SCL-24860  
Submit via email to [Ned.Lichthy@Seattle.gov](mailto:Ned.Lichthy@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.

## Purpose

This Request for Proposal (RFP) is for the Energy Efficiency as a Service (EEaS) Measurement and Verification (M&V) Consultant role. Seattle City Light is implementing the EEaS pilot program in accordance with City [Ordinance 125556](#) at the following Link: <http://seattle.legistar.com/LegislationDetail.aspx?ID=3466693&GUID=9DA0E282-0EC3-45A3-AF5B-59D7DFB7BAAC>, which authorizes City Light to execute agreements with up to 30 buildings for up to 20 years, for the purchase and/or sale of energy efficiency. Seattle City Light requests qualifications from qualified firms to fulfil the M&V Consultant role. The objectives of the M&V Consultant role are discussed in the Scope of Work.

## Background

The Seattle City Light EEaS pilot program intends to encourage electrical efficiency through deep retrofits in existing buildings and high-performance design in new construction. With this program, Seattle City Light is creating a monthly transaction mechanism to quantify and return the value of the energy efficiency savings to the party responsible for delivering the efficiency to Seattle City Light, called the Efficiency Energy Developer (EE Developer) under EEaS.

EEaS aims to unlock deeper energy efficiency in commercial buildings by helping to overcome the split incentive<sup>1</sup> and paying for measured electricity savings over a longer time horizon (up to 20 years). EEaS is a mechanism wherein building owners pay Seattle City Light to receive energy efficiency benefits generated at their building. Seattle City Light uses a portion of those payments to buy the energy efficiency benefits, through a Power Purchase Agreement (PPA), from the party who generates them by installing energy improvements.

The purpose of the EEaS Program, Seattle City Light aims to:

1. Unlock deeper energy efficiency in commercial buildings by paying for measured electricity savings over time instead of providing an upfront incentive.
2. Test a mechanism to lessen the “split incentive”<sup>1</sup> between owners and energy users at scale in order to encourage production of greater energy efficiency.

Without energy efficiency improvements, a building’s energy consumption typically remains flat or slightly increases over time as systems age. However, once a capital energy project is implemented, monthly energy use is saved (Avoided Energy Use) and utility bills are reduced. These utility bill cost savings can become revenue and cashflow for building energy investments. EEaS aims to capture the cash benefits from avoided energy use so that investors can justify deep energy investments. This concept is of great interest to Commercial Real Estate buildings.

Participants in EEaS will make monthly payments to Seattle City Light equivalent to what their electricity bill likely would have been had no energy improvements occurred, keeping the electricity bills “neutral”. Under the EEaS Program, Seattle City Light will bill Participants for actual electricity use, plus an “energy efficiency service fee” (EE Service Fee). The EE Service Fee is based on a calculated Avoided Energy Use. The Avoided Energy Use is the building baseline electricity consumption use minus the actual current electricity consumption for a particular billing period. This is multiplied by the EEaS Charge to calculate the EE Service Fee. For more detail view the Program Manual.

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<sup>1</sup> A split incentive occurs when one party receives the financial benefits resulting from reduced energy bills after an energy retrofit, rather than the entity who paid for the project.

Seattle City Light issued a first project solicitation of the EEaS Pilot Program on July 31, 2019. This initial project solicitation was seeking up to 15 buildings to participate in the program. When the solicitation window closed on March 31, 2020, 5 projects applications were received by Seattle City Light for a total of over 7M kWh/year proposed savings (more than 30% of annual energy use) in 1.5M square feet of conditioned building space in Seattle.

Buildings eligible to participate in the program must be 5,000sf or larger, be of a commercial nature (including master metered multifamily), in Seattle City Light's territory and have at least 90% of its electricity use be under one Seattle City Light account. For more information on building eligibility, and the information that will be used to determine savings quantities please reference the EEaS Program Manual and the EEaS M&V Guidelines.

Seattle City Light has created M&V Guidelines which will serve as the basis for the work covered by this RFP (see attachment). Additionally, Seattle City Light is contributing to the development of the International Performance Measurement and Verification Protocol (IPMVP) Application Guide On Advanced M&V Strategies by Efficiency Valuation Organization (EVO), which will serve as a guide on how handle Non-Routine Events (NREs) and Non-Routine Adjustments (NRAs).

Seattle City Light anticipates holding additional rounds of project solicitations to increase participation in the pilot program and allow for additional use cases.

## 2. Performance Schedule.

This contract will be for a multi-year project anticipated to begin in 2020 and continue through 2025, with an option to extend to 2030. The initial contract value will not exceed \$500,000 over the first (5) years. Work will be incrementally funded over the duration of the project. Initial funding for year 2020 will not exceed \$100,000. Additional funding will be released in 2021 and 2022. If the decision is made to extend the contract beyond 2025 additional funding will be determined at that time. Seattle City Light will work with the selected vendor to negotiate the desired payment structure, e.g. Time & Material / Fixed Cost. Implementation of the work is anticipated to be as follows: 2020; preparation and submittal of the EEaS M&V Plan; 2020 - setting up of EEaS M&V process, analyses, etc., 2020-2025 - implementation of the M&V Plan; development and maintenance of models, savings calculations, monitoring of NREs, reporting to Seattle City Light, etc. More detail provided in the Section 5. Scope of Work.

### **Optional Task(s)**

This RFP is for the tasks outlined in Section 5. Optional tasks associated with and inclusive of the EEaS M&V Consultant role may be added at the discretion of Seattle City Light. Optional tasks would be based on the Final EEaS M&V Plan.

## 3. Solicitation Objectives.

City Light expects to achieve the following outcomes through this consultant solicitation: The objective of this RFP is to provide sufficient information for consultants to submit their proposals. Consulting firms must be bona-fide providers of the services being requested and have the capacity to perform the scope of work to expected industry standards. To be responsive to this request, information submitted by consultants must conform to the procedures, format, and content requirements outlined in this RFP. Failure to do so may result in the consultant being declared non-responsive. City Light expects, through this solicitation, to select a consultant that:

- 1) Provides a skilled and highly qualified team with deep bench capability available for immediate execution of work tasks and the ability to perform the M&V work.
- 2) Provides strategic approaches and support to Seattle City Light to define the detailed M&V approach(s) and work with the project teams.

- 3) Produces concise, defensible, accurate, and high-quality deliverables.
- 4) Satisfies deliverable and schedule requirements required by City Light.

## 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 will be rejected by the City without further consideration:

1. Consultant's project team must have a minimum of five (5) years continuous experience providing energy engineering evaluation or Measurement and Validation consulting services as a primary business service.
2. Consultant firm must respond to all tasks and optional tasks they are bidding on:
  - a) Task 1: EEaS M&V Plan; Task 2: Determine monthly savings and savings value for each participant; Task 3: Annual true ups of savings and value calculations for each participant; Task 4: Report to Seattle City Light, EE Developer and Participant monthly and annually; Task 5: Project Management;
  - b) Demonstrate proficiency and experience in each optional task if bidding for those tasks: Option 1: Creating and sending adjusted bill (including value of savings) to participants and Seattle City Light; Option 2: Collecting adjusted bill value from participants, paying Power Purchase Agreement payments to EE Developers, paying remainder to Seattle City Light.
3. Consultant firm must have successfully performed at least five (5) contracts with public or private agency/agencies with scope and services similar to those for this contract.
4. Project Manager must have experience managing at least three (3) projects within the last 5 years involving determining savings of energy efficiency projects using whole building analysis.
5. Technical Lead should demonstrate experience as lead on at least three (3) projects within the last 5 years involving:
  - a) Determining savings of energy efficiency project using methodology that complies with ASHRAE Guidelines 14-2014, section 4 and 5.1, "Whole Building Prescriptive Path".
  - b) Determining Non-Routine Events (identification, determining size, cause, duration).
6. The team must have demonstrated proficiency with the following tools, material and/or methodologies:
  - a) International Performance Measurement and Verification Protocol (IPMVP) option C Whole Facility
  - b) Regression modeling
  - c) ASHRAE Guideline 14 section 4 and 5.1 "Whole Building Prescriptive Path"
  - d) EnergyStar Portfolio Manager
  - e) Seattle Energy Code Target Performance Path (C401)
    - i. ASHRAE 90.1 2016 Appendix G
7. Able to work within the Public Records Act, Chapter 42.56 RCW and confidentiality structure of the City of Seattle (City Council Resolution #31570; RCW 19.29A.100), including AML ordinance of the City of Seattle (Seattle Municipal Code 21.49.095).

## 5. Scope of Work.

The scope of work consists of five tasks outlined below. Please be specific about your assumptions, anticipated workflow, staff roles and responsibilities, and schedule when preparing the RFP submittals (see Section 8).

This professional services contract is to provide engineering, statistical and technical analysis services to plan and implement the EEaS M&V Consultant role. The total contract value for 30 buildings is

estimated at approximately \$500,000 over 5 years, but the pricing proposals should be financially sustainable for the utility and the consultant regardless of the number and square footage of participants enrolled in EEaS. The estimated contract period for work is from July 2020 through June 2025, with an option to extend to June 2030. 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.

### ***Task 1. EEaS M&V Plan***

**Objective:** To prepare an M&V Plan that defines the approach and methodology that will be used to fulfil the M&V Consultant role, for Seattle City Light approval.

**Approach:** Draft M&V Plan for Seattle City Light approval, that defines the approach and methodology that will be used to fulfil the M&V Consultant role, including a full characterization of the tools and processes use to meet the tasks outlined below. Development of the M&V Plan will include analysis of existing data, an assessment of data gaps, and identify and flag potential risks and obstacles and determine avoidance or mitigation strategies. The M&V Plan will build on the EEaS M&V Guidelines provided by Seattle City Light. Any deviation from the EEaS M&V Guidelines must be highlighted in the M&V Plan and approved by Seattle City Light. The M&V Plan will incorporate forthcoming guidance (ETA early summer 2020) from EVO on NREs and NRAs in the IPMVP Application Guide on advanced M&V strategies<sup>2</sup>. Any deviation from the IPMVP Application Guide on advanced M&V strategies must be highlighted in the M&V Plan and approved by Seattle City Light.

### ***Task 2. Determine monthly savings and savings value for each participant***

**Objective:** To determine monthly electricity savings based on bills and/or interval data, significant dependent variables such as outside air temperature, and the value of those savings for each of the participating buildings.

**Approach:** The consultant shall set up and maintain baseline and change-detection models for each participant (up to 30), to determine the monthly electricity savings for each of the participating building using the methodology agreed upon with Seattle City Light in the EEaS M&V Plan. The consultant shall calculate the value of the electricity savings for each building as determined by the Participation Agreement and Power Purchase Agreement of each participating building.

### ***Task 3. Do annual true ups of saving and value calculations for each participant.***

**Objective:** To ensure that electricity savings are accurately calculated and valued the consultant shall perform annual true ups for each participating building. The need for additional true ups will be determined on a case by case basis.

**Approach:** The consultant shall perform regular true-up of the monthly savings figures by performing an analysis of each participating building's energy use data over longer periods of time. This analysis shall be performed annually, at a minimum. As part of this analysis the consultant shall analyze the energy use data for the purpose of Non-Routine Event detection and quantification for each participant (up to 30) and propose recommended Non-Routine Adjustments to Seattle City Light for approval and make adjustments to models as directed.

### ***Task 4. Report to Seattle City Light, EE Developer and Participants monthly and annually.***

**Objective:** To maintain transparency of the program and allow all entities participating in the program to engage optimally, the consultant shall report monthly on savings and annually on all the consultant's EEaS work activities.

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<sup>2</sup> For reference please see EVO's white paper: IPMVP's Snapshot on Advanced Measurement & Verification. [https://evo-world.org/images/corporate\\_documents/NRE-NRA\\_White\\_Paper\\_Final\\_2701.pdf](https://evo-world.org/images/corporate_documents/NRE-NRA_White_Paper_Final_2701.pdf)

**Approach:**

The M&V Consultant will provide a monthly report per building to Seattle City Light, EE Developers, and Participants (EE Developers and Participants will only get reports for their buildings) on:

1. Monthly avoided energy use per site
  - a. kWh savings total and percent (compared to baseline)
  - b. Gas and steam use, including weather-adjusted changes relative to previous years
2. Identify Energy Conservation Measures completed per site in the data
3. Flag NREs at each site

The M&V Consultant will provide an annual report per building to Seattle City Light, EE Developers, and Participants (EE Developers and Participants will only get reports for their buildings), every 12 months after the start of its performance period, on:

1. Monthly and annual avoided energy use per site
  - a. kWh savings total and percent (compared to baseline)
  - b. Gas and steam use, including weather-adjusted changes relative to previous years
2. Identify ECMs completed per site in the data
3. Summary of flagged and verified NREs per site
4. Inventory of permanent and temporary NRAs recommended and made at each site, and adjustments to Baseline Model Equation

**Task 5. Project management**

**Objective:** To make the pilot program successful the consultant shall manage the M&V of the program in such a way that the quality is more than sufficient for success (e.g.: accuracy meets M&V Guideline requirements, responsiveness, low complaints, quality of reports and deliverables, etc.). The cost of the M&V related work allows for scaling of the program in such a way that it is financially sustainable for the utility and the consultant.

**Approach:** The consultant shall provide project management; preparation of the schedule, budget, and monthly and quarterly progress reports and invoices; scheduling of project meetings.

**Consultant Services:**

1. Consultant shall prepare monthly invoices in a format agreed to by City Light, including summary reports, earned value tracking, cash flow updates, and backup materials.
2. Consultant shall develop an overall project schedule including activities and key meetings. The schedule shall be updated monthly, unless otherwise authorized by Seattle City Light.
3. Consultant shall provide quality assurance/quality control review of final recommendations and products.
4. Consultant shall provide Monthly Progress Reports to City Light, unless otherwise authorized by City Light.

**Deliverables:**

1. Monthly status reports, invoices, schedule updates, and backup materials
2. Quarterly Progress Reports submitted to Seattle City Light on the all participating buildings.

### **Task 6. Contingency Task/Activity**

The objective of this task is to implement interim tasks or activities required for the program's success. The scope of work for this task will be defined at a later date if necessary. Seattle City Light may, at its discretion, solicit additional contracts to implement interim activities.

#### **Option 1: Creating and sending adjusted bill (including value of savings) to participants and Seattle City Light.**

**Objective:** To provide a streamlined process of providing participants adjusted bills, the consultant shall create and send participants an adjusted bill.

**Approach: As an optional task, the consultant shall provide the following service:** The consultant shall act as a billing agent for Seattle City Light and will create and send adjusted bills to the participants and Seattle City Light based on the original bill (provided monthly by Seattle City Light), and the electricity savings and the value of the electricity savings determined under Task 2. The adjusted bill will have all the information on it that the original bill had with the exception of the total value of the bill, and the EEaS Service Charge line item.

#### **Option 2: Option 1 AND Collecting adjusted bill value from participants, paying Power Purchase Agreement (PPA) payments to EE Developers, paying remainder to Seattle City Light.**

**Objective:** To provide streamlined financial transaction system the consultant shall pay the EE Developer the PPA payment, this is the payment for the value of the savings as defined in the PPA <sup>3</sup>, collect the value of the adjusted bill from the participants, and pay Seattle City Light the difference.

**Approach: ONLY IF Option 1 is being provided by the consultant can they provide as an optional task the following service:** The consultant shall act as a bill collection agent for Seattle City Light. This will consist of paying monthly PPA payments to EE Developers based on the value of the savings calculated under Task 2, collecting on the adjusted bills from participants, and paying Seattle City Light the difference

## **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 7.26). For assistance, call Julie Salinas at 206-684-0383.

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<sup>3</sup> For more information on PPA Payments please see the Power Purchase Agreement and the EEaS Program Manual.

## 7.2 Pre-Submittal Conference.

The City offers an **optional** pre-submittal conference at the time, date, and location below. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and City Light's RFP procurement process – the Expertise-Driven Project Delivery (XPD) process and clarifies any issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues during this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

Three webinars listed below are intended as **optional** Pre-Submittal Conference proponent training for solicitations that utilize the XPD model, also known as the Best Value Business Model.

The Pre-Submittal Conference webinars are shared in three parts:

- Part 1: Overview, Objective, and Fundamentals
- Part 2: Developing Risk and Value Assessment Submittals
- Part 3: Past Performance Surveys, Cost Proposals and Interview

Consultants can view the '**Pre-Submittal Conference Proponent Training**' at the following Web Address: <https://simplar.com/efficiencyns/>

The City Light RFP 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 have lead members of their project team attend (see Section 8.7), that would be assigned to the project if awarded (i.e. in place of sending business development or sales personnel).

## The Pre-Submittal Conference will be held on:

**When:** May 28, 2020 from 2:30 pm – 3:30 pm  
**Where:** Microsoft Teams Meeting (Conference Call)

**Word document provided with Link**

## 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.

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.

- 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 follow the requested formats.
- c. The City has provided templates and page limits specified in the Response Format section 8. You **must** use the attachments provided. Any pages that exceed the page limit specified, will be excised from the document and not be evaluated.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline will be rejected unless waived as immaterial by the City given specific fact-based circumstances.

### 7.7 Hard Copy Submittals will not be accepted.

### 7.8 Electronic Submittal.

Provide an electronic submittal in lieu of an official paper submittal.

- a. **Email your submittal to Ned Lichty at [Ned.Lichty@Seattle.gov](mailto:Ned.Lichty@Seattle.gov)** by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail '**Submittal to RFP #SCL-24860**' so it won't be lost in an e-mail stream.
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. Do not submit a hard copy.

### 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 will 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 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, 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/](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 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 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.

Except for possible lodging in City Light facilities in Newhalem during field activities, 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.

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](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>.

### 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. s

## 8. Response Materials and Submittal.

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

As mentioned in Section 7, this contract will be delivered via the XPD process, streamlining submittal requirements of this RFP. Additional details are outlined below.

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

**1. Consultant Questionnaire:** [\(Attachment provided\)](#)

Must be submitted even if you sent one into the City for previous solicitations.

**2. 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/>

**3. Minimum Qualifications:** ([Attachment A, 2-page max](#)):

Minimum qualifications are required for a Consultant and the Consultant team (includes prime consultant, sub-consultants and subject matter experts).

**4. Consultant WMBE Inclusion Plan:** ([Attachment B](#))

**5. Approach to Scope of Work** ([Attachment C, 5-page max](#)):

In this document, the Consultant shall detail their proposed approach to all requirements as described within the Scope of Work. The purpose of the Approach to Scope of Work is to demonstrate and to provide a brief chronological roadmap that describes, in major milestones and activities, the operational means and methods the Consultant will undertake to deliver the Scope of Work.

Please also list/describe a summary of the Consultant's major assumptions and expectations that have been made in preparing the proposal. This should include assumptions associated with project location, staff roles and responsibilities, anticipated workflow, level of effort and schedule, as well as items/tasks that the Consultant has assumed the City will perform and/or that are required from the City and/or NPS.

To minimize bias, the Approach to Scope of Work **MUST NOT** contain any names that can be used to identify who the Consultant is (such as company names, personnel names, service names, or product names). *An Approach to Scope of Work template is provided as an attachment and must be used by all Consultants.*

**6. Narrative of Related Experience:** ([Attachment D, 3-page max; 1-page per Project](#)):

Describe a maximum of three (3) projects that best demonstrate the Consultant(s) experience to meet the Scope of Work. An attachment template is provided.

For each project, please provide a one-page summary that provides the following information:

- Identify the Specific Area of Service this project addresses.
- References: Client name, address, phone number, e-mail.
- Description of the work completed.
- Month and year the contract started and ended.
- Total cost and/or fees paid to the firm.

**7. Resume of Key Project Team & Org Chart:** ([Attachment E, 2-page max per project team member](#)):

Consultant shall submit a two-page resume of experience and qualifications, as it relates to the Scope of Work, for each of the key project team members. An attachment template for resumes is provided. Include a separate document for Overall Project Team Organizational Chart.

Consultants must identify their proposed project team structure by name and role. Please note that the job titles are generic and may not accurately reflect the specific job titles and roles within each Consultant team:

- a. **Project Manager:** primary resource who will be responsible for executing / delivering the services
- b. **Subject Matter Expert 1:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope
- c. **Subject Matter Expert 2:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope

- d. **Subject Matter Expert 2:** skillset to be determine by Consultant based upon what the Consultant feels is most valuable and applicable to meet the Scope

Following contract award, the City expects the 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.

At a minimum the resume should include:

- i. Name of Person & Title
- ii. Current firm name
- iii. Key Personnel position on this project team
- iv. Employment history for the last 10 years
- v. Education (institution, degree(s) earned, & year)
- vi. Professional registrations and licenses (type/state/year)
- vii. Relevant project experience, including:
  - a. Name, Owner, location, and date of the project.
  - b. Description of individual's role on the project and how it relates to the work to be performed.
  - c. Key results produced by the individual, including associated measurements of success.

**8. Risk Assessment, Controllable & Uncontrollable** (Attachment F, 4-pages max; 2-pages for Controllable & 2-pages for Uncontrollable Risks):

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 causes 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 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.).

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.

**9. Value Assessment (Attachment G, 2-page maximum):**

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. 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.).

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

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.

**10. List of Subconsultants (Attachment H):**

The Consultant must complete all information requested in Attachment I to list the subconsultants proposed as part of their overall project team.

**11. Estimated Level of Effort (Attachment I):**

The Consultant shall provide an estimated level of effort (LOE) for the scope of work. The LOE is intended to be an initial estimate and is open to review and clarification during the contracting phase.

The LOE shall include a breakdown of the total number of hours to complete the scope of work. Hours shall be broken out first by Task and then by project team role. The City may request additional clarification from the top-ranking proposer(s). Consultants who wish to propose any alternate to the base Scope of Work (SOW) should do so within 'Attachment G – Value Assessment' in section 8.9.

An LOE 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.).

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

## 12. Billing Rates (Attachment J):

Provide rates for your firm to perform the services described in the scope of work.

## Submittal Checklist – Attachments.

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. Mandatory – Consultant Questionnaire.                           | (Attached)     |
| 2. Mandatory – Proof of Legal Business Name                        |                |
| 3. Mandatory – Minimum Qualifications                              | (Attachment A) |
| 4. Mandatory – Consultant WMBE Inclusion Plan                      | (Attachment B) |
| 5. <b>Mandatory – Approach to Scope of Work</b>                    | (Attachment C) |
| 6. Mandatory – Narrative of Related Experience                     | (Attachment D) |
| 7. Mandatory -- Resume of Key Project Team & Org Chart             | (Attachment E) |
| 8. <b>Mandatory - Risk Assessment; Controllable/Uncontrollable</b> | (Attachment F) |
| 9. <b>Mandatory - Value Assessment</b>                             | (Attachment G) |
| 10. Mandatory – List of Subconsultants                             | (Attachment H) |
| 11. <b>Mandatory - Estimated Level of Effort</b>                   | (Attachment I) |
| 12. Mandatory – Billing Rates                                      | (Attachment J) |

Items **#5, #8, #9 & #11** above are to be anonymous and **MUST NOT** contain names that can be used to identify your organization or personnel. You must use attached templates provided.

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.

## 9. Selection and Pre-Award Clarification Phases.

The XPD process consists of a 1) Selection Phase, and a 2) Pre-Award Clarification Phase, as summarized in the following paragraphs and outlined below.

### 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.

**9.1 Selection Phase.**

**9.1.1 Initial Screening**

The City will review responses for responsiveness and responsibility in accordance with the Selection Phase of the XPD process as described in Section 8. Those responses that comply with the instructions provided in Section 8 of the RFP shall proceed for full evaluation by the Consultant Evaluation Committee. Equal Benefits, Minimum Qualifications, a WMBE Inclusion Plan, satisfactory financial responsibility, and other elements are also screened at this time. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

**9.1.2 Proposal Evaluation**

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

**Evaluation Criteria:**

	<b>Maximum Points</b>
Consultant Questionnaire	Pass/Fail
Proof of Legal Business Name	Pass/Fail
Minimum Qualifications	Pass/Fail
List of Subconsultants	Pass/Fail
Billing Rates	Pass/Fail
Consultant WMBE Inclusion Plan	10
Value Assessment	10
Estimated Level of Effort	10
Resumes of Key Project Team & Org Chart	15
Risk Assessment; Controllable-Uncontrollable	15
Approach to Scope of Work	20
Narrative of Related Experience	20
<b>Total Possible Points</b>	<b>100</b>

**9.1.3 Interviews**

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms will be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. If interviews are conducted, they will be worth up to 25 additional points.

**9.1.4 References**

The City may contact one or more references for the proposed project team member(s) and/or former clients of the Proposer. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

### 9.1.5 Selection

The City will select the highest ranked Proposer(s) for award including written proposal and the interview (if applicable). The City reserves the right to make a final selection based on the combined results and/or the consensus of the Consultant Evaluation Committee.

### 9.2 Pre-Award Clarifications.

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for pre-award negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

### 9.3 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.

### 9.4 Repeat of Evaluation.

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

## 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 will 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.

### 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-day (10) 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.**

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.

#### **10.8 Standard Consultant Contract Template.**

Template is attached for reference and can be found here:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-standard-roster-consultant-agreement.docx>

#### **10.9 Power Purchase Agreement Template.**

Attached for reference

#### **10.10 Customer Participation Agreement EEaS Template.**

Attached for reference

#### **10.11 NDA Data Sharing Agreement Template**

Attached for reference

#### **10.12 M&V Guidelines**

Attached for reference

#### **10.13 Program Manual EEaS V.1.5**

Attached for reference

#### **10.14 M&V Guidelines**

Attached for reference

#### **10.15 Pilot Program Application Template**

Attached for reference

### **10.16 NRE-NRA White Paper**

Attached for reference

### **10.17 Pre-Submittal Meeting Information**

Attached for reference with Link