



CITY OF SEATTLE

SEATTLE CITY LIGHT DEPARTMENT

REQUEST FOR PROPOSALS #SCL-25730

CONSULTANT CONTRACT

PROJECT TITLE: WOOD POLE TEST AND TREAT PROGRAM

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	Wednesday, September 23, 2020
Optional Pre-Submittal Conference via Microsoft Teams 206-686-8357 Conference ID: 615 353 907#	Monday, September 28, 2020 9:00 AM to 10:00 AM Pacific
Deadline for Questions	Wednesday, September 30, 2020 3:00 PM Pacific
Answers to Questions Posted	Friday, October 2, 2020
Response Deadline	Friday, October 23, 2020 3:00 PM Pacific
Interviews	TBD
Announcement of Successful Proposer(s)	Monday, November 9, 2020
Anticipated Negotiation Schedule	November 9 – November 25, 2020
Anticipated Contract Execution	December 11, 2020

*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: Lorrie van den Arend, E-mail: lorrie.vandenarend@seattle.gov

Table 2: Delivery Address

Delivery of proposals shall be made via e-mail only to Lorrie van den Arend at lorrie.vandenarend@seattle.gov

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

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1. PURPOSE AND BACKGROUND.

Seattle City Light's (SCL) distribution and transmission system includes approximately 92,000 wood poles. In 2009, SCL took the first step towards implementing an on-going cyclical "Test & Treat" program. In an effort to identify as many poles needing replacement or repair as quickly as possible, SCL performed a one-year project to visit all poles in its Seattle area territory. That project performed a joint use attachment survey and also a "triage" condition assessment. The assessment consisted mainly of a hammer sound and visual inspection. It identified approximately 2,100 poles for replacement. That project also identified approximately 11,000 poles with potential defects for which a prompt, more rigorous inspection was deemed prudent.

In 2011, SCL initiated a more rigorous two-year wood pole inspection project including hammer sound, visual exam, partial excavation, boring and remaining strength calculations. That project included the 11,000 poles identified from the initial "triage" inspection, together with about 9,000 poles that were in generally good condition but over 60 years old, and another 3,000 wood poles supporting transmission lines. This project was projected to identify 7,000 poles for replacement upon completion in the 2nd half of 2013.

In 2014, SCL took the next step to implement a steady state, cyclical, combined "Test and Treat" program. The program targeted over 65,000 poles for inspection and over 75,000 poles for treatment during its six-year duration.

It is SCL's intent to continue the steady state, cyclical "Test and Treat" program as the 2014 contract expires early 2021. The program will be updated to include the latest safety standards and will incorporate the recommendations for wood pole maintenance that were included in the East Marginal Way Recommendations Report that was issued due to the failure of 26 wood poles. This will include the current rating standards, as well as value added steel trussing upon request by SCL as needed for poles that are rated P3 and qualify for rehabilitation.

SCL is currently in negotiations with CenturyLink to cost share for a single consultant to do the pole inspections and treatments. Currently, both organizations employ separate consultants to test and treat over 70,000 jointly owned poles. As such, much of the work is duplicated when both consultants inspect the same pole. Additionally, the methodologies for the work and reporting of the data are different and result in contradictory priority rating assignments. Once an agreement has been executed between SCL and CenturyLink, ideally one consultant will do all of the work, effectively mitigating the inconsistencies in the results. This strategy may be implemented at a later date via a separate contract or a potential amendment to this new contract. However, the negotiations with CenturyLink are lengthy and a joint contract is unlikely to occur before SCL's current program expires in early 2021.

2. PERFORMANCE SCHEDULE AND BUDGET.

The estimated budget is \$800,000 for one year beginning early 2021 of testing, treating, and inspection work, including the additional development of a new field manual.

3. SOLICITATION OBJECTIVES.

SCL will put in place a new contract that will initially target a portion of the 20,000 SCL solely owned wood poles. The initial new program will target the SCL solely owned and SCL jointly owned poles with third parties (*excluding* those jointly owned with CenturyLink) that have not been inspected since 2014 and are currently categorized as P3, P4, and P5. The SCL solely owned "Test and Treat" program will initially be implemented for a duration of one-year, with the potential that it will be extended to either accommodate the joint SCL/CenturyLink effort, or in the event that an agreement has not yet been reached, to begin inspecting a subset of the jointly owned poles with CenturyLink.

Table 1 - Estimated Number of Wood Poles for Inspection and Treatment Each Contract Year

Project Totals	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Inspected Poles	7,500	TBD	TBD	TBD	TBD	TBD
Treated Poles	TBD	TBD	TBD	TBD	TBD	TBD

The inspection will include hammer sound, visual exam, partial excavation, boring and remaining strength calculations. Treatment will be based on a diffusible rod, typically a Borate product. There will be no external treatment in this project.

4. MINIMUM QUALIFICATIONS.

Minimum qualifications are required for a Consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

- Must be able to provide a minimum of five (5) references of work similar in scope (wood pole inspection and treatment in the context of NESC 214) performed by your organization within the past five (5) years.

Projects should demonstrate your team's experience in providing the services identified in the Scope of Work. For each project, please provide the following information:

- Client business name, address, personal contact phone number, e-mail.
- Description of the scope of the work.
- Key staff, e.g. Project Manager, Project Engineer, Field Supervisor.
- Month and year the project was started and completed.
- Total cost and/or fees paid to your firm.

Note: These references will not be scored.

- Must show a record of project and worker safety for all referenced work as it relates to this Scope of Work.
- The crew chief or project lead must have a minimum of five (5) years of experience as it relates to the Scope of Work.
- May be required to become a union signatory on local 77. Concurrence required on Minimum Qualifications attachment.

5. SCOPE OF WORK.

“Call Before You Dig” Considerations

On January 1, 2013, an enhanced version of Washington State's “Call Before You Dig” law, RCW 19.122, went into effect. It can be found at:

<http://apps.leg.wa.gov/RCW/default.aspx?cite=19.122&full=true>

This revised law features a substantially more rigorous approach to enforcement of the “Call Before You Dig” law and principles along with reporting any contact with buried utilities.

It is expected that any firm submitting a response to this solicitation will be thoroughly familiar with the law and that its submittal will be based on a responsible compliance plan.

The “Call Before You Dig” law authorizes the Washington Utilities Coordinating Council (WUCC). The purpose of this statewide organization of utilities, governmental agencies, contractors, excavators, and other interested organizations and individuals is to cooperate to reduce damages to subsurface structures as well as above ground facilities, and achieve the orderly planning and installation of underground facilities; thereby promoting safety and protecting the public interest. It is recommended that any organization involved with excavation work be a member of the local WUCC committee. Information can be found at:

<http://washington-ucc.org/>

Other sources of information include:

<http://www.washington811.com/>

<http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/callBeforeYouDig.aspx>

Arrangement of Work

The initial work will be assigned and performed on the basis of SCL’s Quarter Section maps for only those poles owned by SCL or jointly owned with third parties *excluding* CenturyLink that have an inspection date of 2014 or older. In general, the Consultant will work systematically from one quarter section map to the next adjacent quarter section map, inspecting all poles that conform to the established criteria. Additional wood poles may be assigned in the event of a scope and contract amendment. (Reference subsequent section addressing the Field Manual and “Target Pole Identification and Sequencing”.) Consultant shall report when starting each new quarter section and when reaching “substantial completion” on each quarter section.

WMBE Inclusion Plan

All proposals must contain a WMBE Inclusion Plan. Submittals lacking a plan will be rejected. It is expected that any firm submitting a response to this solicitation will be thoroughly familiar with the guidelines and evaluation criteria. Additional information can be found at: <http://www.seattle.gov/purchasing-and-contracting/social-equity/wmbe#plans> .

Inspection and Condition Assessment

Introduction

Consultant shall perform inspection and assessment with regard to the NESC 214 guideline, industry best practices and the recommendations detailed in the East Marginal Way Storm Recommendations Report (Appendix B). Inspection methodology shall include hammer sound, visual examination, partial excavation, boring and probing, and calculation of remaining strength at the weakest point within reasonable professional engineering accuracy. The primary output of this methodology shall be a maintenance activity recommendation (described below) along with supplemental reporting of key condition findings. All inspection, treatment, rehabilitation, and wood pole priority ratings will adhere to the engineering recommendations detailed in the East Marginal Way Storm Recommendations Report. The East Marginal Way Storm Incident Report and the East Marginal Way Storm Recommendations Report are attached as Appendix A and B to this Statement of Work.

Partial Excavation Inspection

Inclusion criteria for partial excavation inspection candidate poles:

- “Call Before You Dig” locate request submitted, locate ticket number recorded, results tracked, and the loop has been closed to the satisfaction of the corresponding utility owner/ operator/ locator and the excavator.

Exclusion criteria for partial excavation inspection candidate poles:

- encased by concrete, asphalt, or other structural material greater than 75% of circumference at groundline.

The partial excavation inspection shall include:

- visual inspection and recording of observable defects including pole tops
- hammer sounding to form preliminary assessment of pole condition
- partial excavation: pit excavation with hand tools to a maximum depth of 18 inches, no more than 15 inches from the pole’s outside diameter, and approximately 18 inches or less wide.
- boring and probing: minimum of three holes suitably located to be bored and probed for determination of possible internal defects and measurement as input to modeling software. One hole to be bored at bottom of excavated pit.
- use of analytical software to model detected defects and perform calculations of remaining strength (using software such as D-Calc or SCL approved equal).

The inspection bore holes shall in general also function as the holes for the internal treatment.

Non-Excavation Inspection

In cases when the pole cannot be excavated due to obstructions or partial or complete encasement in concrete or asphalt, a non-excavation inspection shall be performed.

The non-excavation inspection shall include:

- visual inspection and recording of observable defects including pole tops
- hammer sounding to form preliminary assessment of pole condition
- boring and probing: minimum of three holes suitably located to be bored and probed for determination of possible internal defects and measurement as input to modeling software
- use of analytical software to model detected defects and perform calculations of remaining strength (using software such as D-Calc or SCL approved equal).

Approximately 15% to 20% of poles are expected to fall into the non-excavatable category due to obstructions or encasement. If during the execution of the contract the average number of poles receiving a non-excavation inspection rises above 25% in total or in part as determined by SCL, the Consultant shall be prepared to provide detailed documented explanation of the causes for non-excavation inspections. Depending on the circumstances, SCL may require the Consultant to modify its procedure to reduce the non-excavation percentage with no impact on unit pricing.

The inspection bore holes shall in general also function as the holes for the internal treatment.

“Visual Only”, No Inspection or Treatment

In some limited cases, the consultant may approach a pole but for various reasons, not perform an inspection. Possible reasons may be that the pole is newer or that it is inaccessible or that it may not be considered safe to inspect. The conditions of these cases will be determined as part of the contract negotiations and defined in the Field Manual.

Maintenance Activity Recommendation

The maintenance activity recommendation is essentially the final score assigned by the Consultant. It represents the pole's condition as determined by the Consultant's inspection activities and recommendation for follow-up maintenance activity or replacement. It is typically based mainly on the remaining strength modulus (RSM) calculation, but frequently other physical factors such as pole top decay or bird/insect damage will result in rejecting a pole that may otherwise have an acceptable strength calculation.

The Consultant will document and notify SCL of any combination of two or more P1, P2, or P3 poles that are located sequentially in a line. A consecutive series of weak poles is at greater risk of causing line failures than a single weak pole that has stronger poles on either side.

City Light shall coordinate with the Consultant to develop the final inspection and scoring methodology based on current City Light practices. Generally, the final scoring will be based on NESC guidelines, industry standards, the East Marginal Way Storm Incident Report (Appendix A), and will incorporate the recommendations detailed in the East Marginal Way Storm Recommendations Report (Appendix B) along with the Consultant's standard practices as appropriate.

Treatment

Consultant shall perform internal treatment at the time of inspection on all poles given a score of P3, P4 or P5. Recommendations detailed in the East Marginal Way Storm Recommendations Report (Appendix B) will be implemented to the extent feasible and with City Light approvals. There will be no external treatment in this project.

The internal treatment shall be an approved borate or fluoride-based treatment rod, or other similar product subject to SCL approval. Treatment holes shall be sealed with a removable plug approved by the treatment rod manufacturer. Approved treatment rod and plug products are identified at the end of this section. SCL may review and approve similar alternates upon request.

Consultant's proposal shall identify which specific internal treatment product they will use and provide pricing based on manufacturer's published application specification, including manufacturer's specification for quantity and location of holes and the number and size of treatment rods per hole. Application of the internal treatment rods and installation of sealing plug shall be per the manufacturer's published specification which shall be included with Consultant's proposal. Consultant's proposal will incorporate the recommendations detailed in the East Marginal Way Storm Recommendations Report to the extent feasible.

With the intention of minimizing the number of holes to be drilled in the pole, the treatment holes shall in general be the same holes as drilled for inspection. Consultant's proposal shall advise of any potential

issues that would require holes for treatment to be drilled in addition to previously drilled inspection holes.

If any treatment holes are located below the groundline, Consultant shall apply a durable white paint mark at the groundline showing the hole's location. The purpose is to facilitate QC audits performed by SCL. The white paint mark does not need to be permanent.

At the start of the project the Consultant shall deliver at no additional charge to the SCL Project Manager three (3) appropriate hand tools for removal of the hole sealing plugs.

In addition to the above treatment method, SCL may consider optional supplemental proposals for methods to enhance the performance of the diffusible treatment rods. Proposals may include such "value added" items as a supplemental attachment. Any such items will not be considered as part of the proposal evaluation but may be discussed with the selected preferred Consultant during contract negotiations.

Approved Products

Internal Treatment – Diffusible Rods	
Product Name	Manufacturer
COBRA ROD™	GENICS, Inc
FLURODS™	Osmose, Inc.
Bor8-Rods	Osmose, Inc.
IMPEL ROD™	Chemical Specialties Inc, Inc.

Plastic Preservative Treatment Plugs		
Product Name	Model No	Manufacturer
REPLUGS®	Type A14	Scott Plastics Ltd.
PlastiPlug	15/16" X 2"	Osmose, Inc

Photographs

In some cases, such as for reject poles or poles requiring further in-office assessment, photographs will be required. Typically, between three (3) and five (5) photographs may be required with a typical .jpg file size of approximately 2 MB. The conditions of these cases and technical details of the photographs will be determined as part of the contract negotiations and defined in the Field Manual to be prepared by the Consultant prior to beginning field work as described below. Pricing shall be on a "per pole" basis.

Field Manual

Introduction

The Field Manual describes in detail the full requirements, activities and deliverables of the project and becomes the contract Statement of Work. Preparation of the Field Manual will be performed mainly as part of contract negotiation but will be subject to on-going review and possible modification throughout the duration of the contract. The level of technical detail shall be such that contract pricing can be finalized, and both SCL and Consultant agree that the actual "Test and Treat" work could be successfully completed as documented. It is a living document, subject to mutually agreed-upon change. *It may also be referred to as a Project Work Plan.*

The Field Manual will be developed jointly by the Consultant and SCL staff, with Consultant leading the overall effort and managing the document. It will merge and reconcile the RFP Statement of Work with Consultant's recommended technical and procedural methodology as identified in its RFP proposal. It will address all product deliverable details, procedures, and considerations along with project

management and administrative considerations (communications, reporting, change management, billing, etc.). It serves as the primary project reference for the Consultant's staff and for SCL's stakeholders.

Once the contract is signed, all the topics in the Field Manual are to be reviewed as part of the final planning activities prior to the start of Field Work. This review would be mainly a "fine tuning" exercise and would not be expected to lead to formal contractual change orders. Note that any negotiations regarding SCL's standard contract terms and conditions will be handled separately.

Field Manual Components

	Deliverable Description	Occurrence	
		During Contract Negotiate	During Field Work
	Field Manual Components		
1	Administrative Activities Focus		
a	Safety Plan	Yes	Revise as needed
b	Staffing Plan	Yes	Revise as needed
c	Communication Plan	Yes	Revise as needed
d	Schedule	Yes	Revise as needed
e	Budget and Billing Plan	Yes	Revise as needed
f	Reporting Plan	Yes	Revise as needed
g	Data Plan	Yes	Revise as needed
h	QA/QC Plan	Yes	Revise as needed
i	Change Management Plan	Yes	Revise as needed
2	Field Activities Focus		
a	Inspection Plan	Yes	Revise as needed
b	Treatment Plan	Yes	Revise as needed
c	Pole Selection Criteria	Yes	Revise as needed
d	Access Logistics Plan	Yes	Revise as needed
e	Maintenance Tagging Plan	Yes	Revise as needed
f	Photographs	Yes	Revise as needed
g	Observable Defects Reference Guide	Yes	Revise as needed
3	Value Added Items (Requested)		
a	Strength Loading (DCALC Summaries)	Yes	Revise as needed
b	Actual Pole Loading Cals to incorporate the impacts of actual joint use attachments. (new scope possibility)	Yes	Revise as needed
c	Steel Trussing Plan	Yes	Revise as needed

Administrative Activities Focus

- Safety Plan

Project safety plan, including reporting, is developed primarily by Consultant with SCL staff review and acceptance. The safety plan will incorporate safety protocols and procedures that are specifically designed to prevent transmission of COVID-19. All federal, state, and local guidelines, recommendations, and mandates will be referenced and followed to the extent that they apply to the performance of the work. This is a mandatory requirement of the Safety Plan deliverable.

In the event that value added steel trussing work is performed upon SCL request, additional considerations must be taken while performing trussing work. These criteria include but are not limited to:

- Mandatory double hearing protection for crews
- Proactive education efforts to alert impacted stores, offices, homes, etc.
- Establishment of a "Secure Zone" around the work area to prevent both vehicle and pedestrian traffic from approaching the actual construction zone too closely
- A crew member dedicated to monitoring the "Secure Zone" and monitoring noise levels

- **Staffing Plan**

Project staffing plan including organization chart, is developed primarily by Consultant with SCL staff review and approval. It will identify all individuals and/or positions designated for the project and include contingency plans for the loss of key personnel. Replacement of key Consultant project team members must be approved by SCL. Additionally, no individuals and/or positions will be added to the project team without first submitting the individuals resume and receiving SCL approval. Any new positions will require a proposal to be submitted to the SCL for approval.

- **Communication Plan**

Project communication plan is developed jointly by Consultant and SCL staff with Consultant coordinating and SCL providing the final review and approval. It will address routine and emergency or special situation communications. Routine communication may be at SCL's discretion including weekly teleconferences with key project staff to review progress and any special issues.

- **Schedule**

Schedule is developed jointly by Consultant and SCL and subject to revision as detailed planning and field execution progress. Consultant may employ a flexible schedule but shall have crews performing work in the field a minimum of 8 calendar months per year to complete testing and treatment of the number of wood poles identified in Table 3 above.

- **Budget and Billing Plan**

Schedule-based budget estimate is developed jointly by Consultant and SCL and subject to revision as detailed planning and field execution progress.

- **Reporting Plan**

Addresses both general project management reporting (Consultant to SCL) and reporting of inspection findings and recommendations along with details of treatments applied. This will also address periodic progress reports and a required year-end summary report that summarizes the year's activities and findings.

- **Data Plan**

Consultant will accurately record, manage, and submit a complete set of project inspection and treatment data in a format specified by SCL that will facilitate uploading into SCL's WAMS system. A key element of the Data Plan will be a Data Dictionary. It shall be developed jointly by Consultant and SCL staff, with consultant coordinating and SCL final review and approval. It will describe each data field including field name, description, comments, valid values, and formatting. The Data Plan shall also include a supplemental section identifying various reportable defect codes. An example of data dictionary contents is provided in Appendix C, Sample Data Dictionary. Data will be punctually submitted monthly to SCL. The schedule for the data submittals will be developed jointly by the Consultant and SCL staff and is subject to revision as needed.

- QA/QC Plan

Project quality plan, including regular monthly reporting and special reviews and reports as required, is developed primarily by Consultant with SCL staff review and approval.

- Change Management Plan

Change Management Plan is developed jointly by Consultant and SCL staff with Consultant coordinating and SCL providing the final review and approval.

Field Activities Focus

- Inspection Methodology

Detailed, step by step inspection methodology and flow chart developed jointly by Consultant and SCL staff with consultant coordinating and SCL final review and approval.

- Treatment Methodology

Detailed, step by step treatment methodology and flow chart developed jointly by Consultant and SCL staff with consultant coordinating and SCL providing the final review and approval.

- Steel Trussing Methodology

Detailed, step by step steel trussing methodology and flow chart developed jointly by Consultant and SCL Staff with consultant coordinating and SCL providing the final review and approval.

- Target Pole Identification and Sequencing

This is the criteria for how to identify appropriate poles for “Test and Treat” procedures, and general guidelines for geographic sector approach to performing the work. SCL will provide a data set of all known target poles with corresponding “nameplate” information and historical inspection and treatment data. SCL estimates that over 90% of the target poles will have a plainly visible unique 7-digit identification tag including corresponding bar code.

This section of the Field Manual will also identify criteria for valid obstructions and encasement and what may qualify as a “Visual Only” pole. It will be developed jointly by Consultant and SCL staff with Consultant coordinating and SCL providing the final review and approval.

- Access Logistics Plan

Project access plan is developed jointly by Consultant and SCL staff with Consultant coordinating and SCL providing the final review and approval. It will address logistical details and arrangements for ensuring access to the facilities to be inspected along with alternate arrangements when access is impaired.

- Maintenance Tagging

Maintenance tagging plan is developed jointly by Consultant and SCL with SCL staff providing the final review and approval. Plan shall include Consultant’s standard tag indicating name and date along with supplemental tag indicating treatment type. Additionally, P1 and P2 poles shall have two square tags attached, and P3 poles shall have one square tag attached.

- Photographs

Procedural and technical details and descriptions of any photographs taken shall be provided.

- Observable Defects Reference Guide

Pictorial guide to type and severity of various observable defects including pole top damage, woodpecker, ant or termite damage, splits and checks, crossarm damage, indications of physical damage such as fire or vehicle impact.

Value Added Items (Requested) – See Value Assessment Form #5

- Consultant will submit proposals and pricing for the value-added items indicated in the deliverables table. These items will not be considered for purposes of evaluating and scoring the RFP submittal. Additional value-added items are addressed in the Concluding Scope Comments.

Concluding Scope Comments

A. Contract pricing shall be firm for a two (2) year period. Prices may be re-negotiated subject to mutual agreement for years three (3) through six (6).

B. The activities identified above are typically focused on individual pole structures. It is to be understood that the individual pole structures comprise a larger physical and operational system that often requires a more comprehensive, systematic approach to inspection, assessment, and resultant recommendations.

C. In a separate addendum to the RFP submittal, Consultant may at its discretion submit “value added” proposals and pricing for related inspection and treatment products or services such as installation or re-installation of guy-markers, repair of damaged or missing pole-grounds, alternate methods for life extension and mitigating common pole damage. Describe how proposed supplemental services, if any, provide closely associated value-added features not explicitly specified in this RFP, but based on the Consultant’s experience will be beneficial to City Light. Any such items will not be considered for purposes of evaluating and scoring the RFP submittal.

D. Starting at contract negotiations and throughout the project’s duration, Consultant shall actively expedite project planning and execution. Consultant shall lead efforts with SCL staff to develop and document specific activities, deliverables and other project details and logistics. For example, after discussions with SCL staff, Consultant shall prepare and submit for review and approval the proposed field inspection protocol, data deliverable structure (data dictionary), detailed quality control procedures for field activities and data management, and final reporting format within two to four weeks, or as mutually agreed upon with the SCL Project Manager.

E. Consultant’s employees and sub-consultant employees shall work in a safe and professional manner in full compliance with all applicable regulations at all times during this project. Consultant should expect that all transmission, distribution, and substation structures will be supporting energized lines or equipment during inspection. SCL will issue individual identification badges for all Consultant’s staffmembers.

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

The City offers an **optional** pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but **not** required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

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 that would be assigned to the project if awarded (i.e. in place of sending business development or sales personnel).

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 closely follow the requested formats.
- a. 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.
- b. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.7 Hard Copy 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 Lorrie van den Arend at lorrie.vandenarend@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-25730**”.
- 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 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 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/
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>

- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

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

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

7.14 No Guaranteed Utilization.

The City does not guarantee utilization of any contract(s) awarded through this RFP 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.

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

No Gifts and Gratuities.

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

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

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

No Conflict of Interest.

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

Campaign Contributions (Initiative Measure No. 122)

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

7.30 Background Checks and Immigrant Status.

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

7.31 Notification Requirements for Federal Immigration Enforcement Activities.

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

Such requests include, but are not limited to:

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

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

8. RESPONSE MATERIALS AND SUBMITTAL.

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

1. Consultant Questionnaire: (Form provided as an attachment)

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

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

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

3. Proof of Insurance: (Form provided as an attachment)

Upon Contract execution, insurance certification and additional insured endorsement policy must be submitted to the City. See Attachments section for informational: "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

4. Minimum Qualifications: (Attachment 1, 2-page max)

Minimum qualifications are required. Must use attached template provided.

5. Consultant WMBE Inclusion Plan: (Attachment 2)

Must use attached template provided.

6. Approach to Scope of Work (Attachment 3, 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.

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.*

7. Resume of Key Project Team (Attachment 4, 2-page max per 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 that will be assigned to this work. An attachment template for resumes is provided.

8. Resume of Project Personnel (Attachment 4, 2-page max per team member)

Consultant shall submit a two-page resume of experience and qualifications, as it relates to the Scope of Work, for each expected team member not already included as Key Project Team members that will be assigned to this work. These team members may not be replaced, or additional team members added without submittal of the new team member's resume and approval from the City. An attachment template for resumes is provided.

9. Value Assessment (Attachment 5, 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. Cost and Pricing (Attachment 6):

Provide a fully loaded hourly rate for each team member, including a breakdown of the total number of hours to complete the Work and a firm fixed price based on the Scope of Work and deliverables provided in the solicitation. Costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the Work.

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

The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

To minimize bias, the Cost and Pricing form MUST NOT contain names that can be used to identify Consultant's personnel. Use labor categories with fully loaded hourly rates and number of hours.

Submittal 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. Mandatory – Consultant Questionnaire. | Form Attached |
| 2. Mandatory – Proof of Legal Business Name | |
| 3. Mandatory – Insurance Transmittal Form | Form Attached |
| 4. Mandatory – Minimum Qualifications Sheet | Attachment 1 |
| 5. Mandatory – Consultant WMBE Inclusion Plan | Attachment 2 |
| 6. Mandatory – Approach to Scope of Work | Attachment 3 |
| 7. Mandatory – Resumes' of Key Personnel | Attachment 4 |
| 8. Mandatory - Resume of Project Personnel | Attachment 4 |
| 9. Mandatory – Value Assessment | Attachment 5 |
| 10. Mandatory – Cost and Pricing | Attachment 6 |

Items #6, #9, and #10 above are to be anonymous and MUST NOT contain names that can be used to identify your organization or personnel.

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 PROCESS.

9.1 Selection Phase

9.1.1 Initial Screening

The City will review responses for responsiveness and responsibility in accordance with the requirements of 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:	Maximum Points
Consultant Questionnaire	Pass/Fail
Proof of Legal Business Name	Pass/Fail
Minimum Qualifications	Pass/Fail
WMBE Inclusion Plan	10
Approach to Scope of Work	40
Resumes of Key Personnel	25
Value Assessment	5
Cost Proposal	20
Total Possible Points	100

9.1.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall 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. 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 shall 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 participate in 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 shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

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 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 (10) daytime frame, the City may cancel the award and proceed to the next ranked Consultant or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

10.5 Checklist of Requirements Prior to Award.

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

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

10.6 Taxpayer Identification Number and W-9.

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

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

10.7 Insurance Requirements

Proof of insurance will be required prior to Contract execution. Insurance Transmittal Form attached

10.8 Standard Consultant Contract Template

Boiler plate attached

ATTACHMENTS:

Appendix A – East Marginal Way Storm Incident Report
Appendix B – East Marginal Way Storm Recommendations
Appendix C – Sample Data Dictionary

Consultant Questionnaire	
Insurance Transmittal Form	
Minimum Qualifications Sheet	Attachment 1
Consultant WMBE Inclusion Plan	Attachment 2
Approach to Scope of Work	Attachment 3
Resumes' of Key Personnel	Attachment 4
Resumes' of Project Personnel	Attachment 4
Value Assessment	Attachment 5
Cost and Pricing	Attachment 6

Contract Boilerplate