REQUEST FOR QUALIFICATION # RFQ SCL-767074509

Consultant Contract

Project Title: On-Call Consulting Services for Electrification, Grid Modernization, and Strategic Technology

Table 1: Solicitation Schedule

Solicitation Release	August 14, 2026
Pre-Submittal Conference (Non-Mandatory)	August 28, 2026, 12:30pm Agenda 1-206-686-8357 - Conference ID: 156338520#
Deadline for Questions	September 4, 2026, 2:00pm
Response Submission Deadline	October 2, 2026, 2:00pm
Interviews if Conducted (estimated)	No interviews

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/seattle/projects/255355

Procurement Contact Information

Procurement Contact: Laurie Russ, Sr. Contracts and Procurement Specialist , laurie.russ@seattle.gov, (206) 684-3363

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.

TABLE OF CONTENTS

1. Procurement Contact Information
2. Purpose and Background
3. Performance Schedule
4. Solicitation Objectives
5. Minimum Qualifications
6. Scope of Work
7. Contract Modifications
8. Procedures and Requirements
9. Selection Process
10. Evaluation Section
11. Award and Contract Execution
12. Response Materials and Submittal

Attachments:

A - Attachment A - Minimum Qualifications

B - Attachment B - Past Performance Survey

C - Attachment C - List of Subconsultants

D - Attachment D - Relevant Experience

E - Attachment E - WMBE Consultant_Inclusion_Plan

F - Attachment F - Consultant-Questionnaire 2-12-26

G - Attachment G - Hourly Rates - Prime & Sub Rate Sheet

H - Attachment H - Checklist of Tasks

I - Exhibit A - City Consultant Contract Boilerplate

J - Exhibit B - Pre-Submittal Meeting

K - Exhibit C - Overview of the XPD process

L - Exhibit D - Insurance Transmittal Form

1. Procurement Contact Information

Procurement Contact: Laurie Russ, Sr. Contracts and Procurement Specialist , laurie.russ@seattle.gov, (206) 684-3363

Qualifications are to be submitted through the e-Procurement portal at https://procurement.opengov.com/portal/seattle, no later than 2:00 pm on Friday, October 2, 2026.

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 Respondent contacting other City officials or employees does so at Respondent's own risk. The City is not bound by such information.

2. Purpose and Background

The Electrification and Strategic Technology Division (EST) of Seattle City Light (City Light) through the City of Seattle (City), oversees the utility's efforts related to transportation and building electrification, grid modernization and strategic technology initiatives.

To meet customer needs, respond to rapid regional growth, and address climate impacts in the Pacific Northwest, City Light prioritizes delivering affordable, reliable and environmentally responsible energy services to both residential and non-residential customers.

City Light is committed to identifying innovative approaches that streamline contracting and enhance service delivery. To support these efforts the EST Division is preparing to renew their On-Call consulting contracts through the City's public procurement process by issuing this Request for Qualifications (RFQ). This RFQ seeks t qualified consulting firms to ensure on-going work through efficient and effective contracting mechanisms.

3. Performance Schedule

The terms of the contract shall begin on the date of execution by the General Manager and CEO of City Light, or their designee, and are expected to span a maximum of five years. City Light will contract with one or more Consultants. City Light has identified a budget not to exceed Forty Million Dollars ($40,000,000) for the total of all contracts.

4. Solicitation Objectives

The City expects to achieve the following outcomes through this consultant solicitation process:

City Light intends to award on-call contracts to qualified firms. Firms will be selected for each service area and may choose to support all or only those in which they have subject matter expertise.

5. 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:

- The Consultant and Consultant Team must have successfully completed at least two (2) contracts or projects of similar size, scope, complexity, or function within the applicable subject area. Experience may be demonstrated as a prime consultant or subconsultant and may include relevant experience of

key personnel. This requirement applies only to the scope-of-work sections for which the Consultant is applying (**Tasks A–F**).

- The Consultant and Consultant Team must have prior experience providing technical or customer-facing programmatic support to utilities or in related subject matter areas. This requirement applies to all scope-of-work sections (**Tasks A–F)**.
- The Consultant, subconsultants, and subject matter experts must demonstrate professional accreditation (when applicable) in their respective fields and have a minimum of three (3) years of relevant experience. This requirement applies to all scope-of-work sections (**Tasks A–F**)
- For Scope of Work Sections **Tasks E and F** (engineering design), the Consultant or Consultant Team must include a Washington State-licensed Professional Engineer (PE) to lead the engineering design team and perform design activities in one or more applicable areas. This requirement applies to **Tasks E and F**.
- For the Scope of Work section, **Task F** (engineering research and studies), the Consultant or Consultant Team must include a Professional Engineer licensed in any U.S. state to lead the work. A Washington State license is not required for this specific scope. This requirement applies only to **Task F.**

6. Scope of Work

6.1. Scope of Work

The Scope of Work described in the Specific Areas of Service (Topics A through F) is intended to highlight the types of services the Consultant may be asked to perform. Consultants may elect to be considered for one, multiple or all topic areas; however, a separate response must be submitted for each topic area of interest.

Work Assignments tasks may range from $5,000.00 up to $5,00,000.00.

These topic areas are not intended to be all-inclusive. City Light (SCL) reserves the right to assign work that may extend beyond the services specifically identified in this Request for Qualifications (RFQ).

A. Strategy Development

- Support electrification strategy and portfolio strategy development efforts, including but not limited to technical and policy research, analysis, business case support, workshop facilitation, benchmarking, reports and grant writing.
- Portfolio dashboard development and tracking.
- Technical research and analysis to support electrification program development and implementation, including research, policy support, evaluation, and analysis of electrification-enabling technologies, and methods; market readiness assessments; and road mapping.
- Program and project related customer outreach, including education and training on electrification enabling technologies, design and implementation best practices, energy code, and programs; tools and resources to support effective knowledge transfer; and technology demonstration.
- Electrification assessments and any other related task that may fall within the scope of work that is not specified but mutually agreed upon between City Light and the Consultant.

B. Program/Project Management Support for Transportation Electrification, Building Electrification, Grid Modernization and Capital Improvement Projects.

- Portfolio dashboard development and tracking, software and/or technical solutions for projects.
- External policy research, analysis, business case support, workshop facilitation, grant writing and benchmarking, and report writing to support electrification and portfolio strategy development.
- Technical research and analysis to support electrification program development and implementation, including research, policy support, evaluation, analysis of electrification-enabling technologies and methods; market readiness assessments; and road mapping.
- Electrification and Grid Modernization program and project related outreach, including capital project management and support. This can include education and training on electrification enabling technologies, design and implementation best practices, energy code, and programs. Includes tools and resources to support effective knowledge transfer and technology demonstration. It also includes planning, analysis, evaluation, and reporting, including development of performance specifications, cost test and carbon impact calculations, program target setting, measurement, and verification protocols.
- Additional Program and Project Management services and office support, as needed to include but not limited to project controls and administration, and any other related operations and maintenance and capital improvement project task that may fall within the scope of work that is not specified but mutually agreed upon between City Light and the Consultant.
- Program and project management staff and office support as needed.

C. Operations and Maintenance Support

To include, but not limited to:

- Operations and maintenance support of distributed energy resources (DER). such as microgrids and Electric Vehicle (EV) Chargers.

    - Perform routine and corrective maintenance activities, inspections, inverter and controller diagnostics, firmware updates, and root cause analysis for performance issues.
    - Support may also include commissioning and recommissioning assistance to ensure systems operate according to utility requirements.

- **Technical support for Electric Vehicle Supply Equipment (EVSE) and/or DER systems**.
    - Troubleshooting of equipment failures and operational anomalies, remote and/or on-site diagnostics, performance evaluations of EV chargers, Photovoltaic (PV) arrays and inverters, battery storage systems, and microgrid controllers.
    - Coordination with vendors for verification of system configuration, communication networks, and cyber security related updates.

- **Operations and maintenance manual development** or DER and Battery Energy Storage System (BESS).
- Creation or revision of manuals outlining standard operating procedures, preventive maintenance schedules, emergency response protocols, system calibration procedures, and site-specific documentation necessary for ongoing operations and staff training.
- UPS, Inverters, and PV solar system.
- Corrective Maintenance: Procedures for monitoring failure indicators and performing repairs to minimize impact on critical loads.
- Emergency Response Times: Emergency repair responses for critical failures (e.g., restoration of service within 48 hours).
- Training: Requirements for the provider to provide Operations and Maintenance (O&M) manuals and staff training for on-site utility staff.

- Warranty Management: Documentation of terms, conditions, and lifetimes for all integrated equipment.

- **System Safety Plan development** including Fire Mitigation (Industry regulations require adherence to the latest National Fire Protection Association (NFPA) 855 standards).
  - Documentation of system level hazards, safety protocols, mitigation strategies, battery safety procedures, emergency shutdown steps, safe work practices, and compliance alignment with applicable electrical, fire, and environmental codes.

- **Monitoring and tracking of DER systems**.
  - Real-time system monitoring, performance analytics, review of system alarms and alerts, data validation, trend analysis, reporting on energy production and consumption, and recommendations for optimization or corrective actions based on system performance

D. Communications Support
Consultant support to augment City Light's communications and outreach capacity, including:

- Strategy development, including but not limited to messaging, brand strategies, dissemination strategies, social media, marketing strategies, community outreach plans, etc.
- Communications implementation plans and project management.
- Content development, including reports, handouts, and other print materials, web content, social media content, graphics, videos, and other messaging.
- Develop, support, and/or implement workshops, webinars, and other public-facing events.

E. Owners Engineer Services (Professional Engineer (P.E.) license)

- **Act as an adviser for project development and selection by performing tasks such as, but not limited to:**
- Provide general consulting services and advisement to SCL including:
- Root cause analysis, which may involve reviewing system logs and data, identifying failure modes, and recommending corrective actions.
- Performance optimization discussions and recommendations.
- Design reviews as needed to support system upgrades.
- Safety and environmental reviews of system upgrades or the replacement of equipment
- Collection, consolidation, and review of existing O&M documentation for completeness and adherence to the latest safety best practices
- Coordination with the SCL staff on division of responsibilities, schedule preparation, and external coordination for design, specification, or procurement of equipment.
- Advising SCL on the technical aspects of tasks expected to be performed by third parties.
- Reviewing methods, technical work (including input assumptions), and deliverables completed by SCL or third parties.
- Assisting with presentation preparation/delivery.
- Developing data requests.
- Project management.
- Asset management and data analytics.

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Technical support and audits

- **Technical review**: Serve as the owner's technical expert for troubleshooting complex operational issues. Review technical plans for repairs, retrofits, and system upgrades.
- **Inspection and audits:** Conduct regular, independent site inspections to verify the O&M / Site Safety. Perform technical audits of key components like inverters, battery storage, and switchgear.
- **Failure analysis:** Participate in root cause analysis for any major system failures or performance issues, ensuring that the O&M provider's corrective actions are appropriate and effective.
- **Manufacturer compliance:** Ensure that the O&M contractor adheres to all manufacturer warranty requirements to maintain equipment guarantees.

Long-term planning and optimization

- **Lifetime asset management:** Advise the owner on a long-term asset management strategy, including the optimal timing for replacing aging equipment to maximize the system's lifespan and cost-effectiveness.
- **Performance optimization:** Identify opportunities to improve the microgrid's performance, efficiency, and economic value. This could include advising on new software strategies, battery cycling, or demand response participation.
- **Expansion support:** If the owner plans to expand the microgrid, provide preliminary engineering assessments, technical specifications, and procurement support for new energy assets.
- **Technology roadmap**: Assess new technologies and potential upgrades to enhance the microgrid's resilience, efficiency, and capabilities.

Compliance and regulatory support

- **Regulatory adherence:** Monitor and advise on changing regulatory requirements, grid codes, and utility interconnection agreements that may impact the microgrid's operation.
- **Environmental compliance:** Ensure ongoing compliance with all environmental permits and regulations, such as for emissions from generators or handling of hazardous materials from battery systems.
- **Safety standards**: Verify that the O&M contractor follows all safety protocols and standards for working on and around the microgrid assets. Review incident reports and safety procedures.

Owner training and knowledge transfer

- **Training review**: Review and validate any training programs developed by the O&M contractor for the owner's personnel to ensure a smooth transfer of knowledge.
- **Documentation management**: Ensure that all operational and maintenance documentation, including "as-built" drawings and procedures, is complete, accurate, and up to date.

F. Technical Research, Studies, Engineering Design and Installation Services, and Evaluation, Measurement and Verification (Professional Engineer (P.E.) license)

Studies, research and design providing support for technical and/or engineering for both electric utility and customer grid edge equipment such as, but not limited to:

- Research and analysis of Non-Wires Alternatives, energy storage, electrification, microgrids, thermal storage, energy district, thermal exchange, grid-enabled building technology, multifamily heat pump hot water systems.
- Technology evaluation, system monitoring, technical recommendations, technical reports.
- Public relations, policy development, risk management, permitting.
- Providing relevant staff training.
- Load forecasting, load flow studies, power system feasibility studies, project estimating, protection analysis and coordination, power quality studies, value engineering analysis.
- Distribution system engineering, design, construction, system reliability analysis, power flow analysis, fault analysis, communication design and project management.
- Utility mapping, utility coordination, condition assessments, utility relocation design and coordination, condition assessments, utility equipment data collection.
- Identify optimized distribution automation (DA) switch locations, fiber route, required system upgrades, and necessary feeder reconfiguration.
- Equipment/design testing, commissioning, and inspection.
    - Electrification support or applicable subject matter expert.
    - Commissioning test plan development and execution.
    - Equipment and system functional and performance test.
    - Coordination with City Light to ensure all efforts meet industry standards and practices for testing and commissioning both in front of the meter and behind the meter engineering work.
    - Data collection and validation.
- Procurement and installation support of equipment and tools for Building Electrification, Transportation Electrification and Grid Modernization.
- Integration of system components.
- Communication infrastructure setup.
- Assist City Light in preparing permit applications and obtaining construction permits for design and construction.
- Any other related task not enumerated but that may be applicable under this task area.

Tasks to include but not limited to:

- Engineering studies.
- Feasibility and interconnection studies.
- Equipment sizing studies.
- 30, 60, 90, 100% construction drawings.
- Network and Data flow diagrams.
- Network design and integration.
- Network device configuration.
- Telecommunication design and integration.
- Creation of points lists and control settings.
- Coordination with the City on design approval.
- Design and implementation of DER and Distributed Energy Resource Management System (DERMS) integration.
- Coordination with City Light's engineers, crews, and staff to ensure design efforts meet applicable codes and standards, including City Light's standards.
- Conducting cyber risk assessments and providing mitigation recommendations.
- Contractor evaluation criteria development and assessment.
- Standards and work practice development.
- Project related customer outreach.
- Project Management services.

- Contractor evaluation criteria development and assessment.
- Facilitate employee training.
- Grant writing.

7. 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.

8. 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.

8.1. Registration into the City's Procurement Portal

If you have not previously done so, register at: https://procurement.opengov.com/portal/seattle, then subscribe to the City's Procurement Portal. The Procurement Portal is used by City staff to identify companies for future solicitation lists and check certifications. Women- and minority-owned firms are asked to self-identify their business as such in OpenGov. Registration in the City's Procurement Portal is required to submit a response to this solicitation.

8.2. Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on the Timeline. Respondents are highly encouraged to attend but not required to attend to be eligible to submit their qualifications. The meeting answers questions about the solicitation and clarifies issues. This also allows Respondents 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-submittal conference.

8.3. Questions

Respondents may submit their questions through the OpenGov/Procurement Portal. 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.

8.4. Changes to the RFQ

The City may make changes to this RFQ if, in the sole judgment of the City, the change will not compromise the City's objectives in this solicitation. Any change to this RFQ will be made by formal addendum issued by the City, through the Procurement Portal at https://procurement.opengov.com/portal/seattle and shall become part of this RFQ.

8.5. 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, through the Procurement Portal. 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.

8.6. Qualifications Submittal

Responses must be received by the City no later than the date and time in the Timeline, except as revised by Addenda. The submitter has full responsibility to ensure the response is submitted to the City's Procurement Portal within the deadline. The Procurement Portal will not allow vendors to upload submissions past the deadline.

8.7. Respondent Responsibility to Provide Full Response

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

8.8. Prohibited Contacts

Respondents shall not interfere in any way to discourage other potential and/or prospective consultants from submitting or considering participation in the submittal 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 Respondent or another person acting on behalf of the Respondent) 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 Respondent that initiates such contacts may be rejected from the process.

8.9. 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/RFQ, 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: https://www.seattle.gov/city-finance/business-taxes-and-licenses/business-licenses

G. 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 tax@seattle.gov. The main phone is 206-684-8484.

H. Self-Filing You can pay your license and taxes on-line https://www.filelocal-wa.gov/Default_FileLocal.aspx

I. 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 or 206-684-8484 to request additional assistance.

J. 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.

8.10. 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 to apply for a business license can be found at https://dor.wa.gov/open-business/apply-business-license and the State of Washington Department of Revenue contact help page at https://dor.wa.gov/contact.

8.11. Federal Excise Tax

The City is exempt from Federal Excise Tax.

8.12. No Guaranteed Utilization

The City does not guarantee utilization of any contract(s) awarded through this RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to 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.

8.13. Expansion Clause

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

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFQ 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.

8.14. Effective Dates of Offer

Solicitation responses are valid until the City completes award. Should any Respondent object to this condition, they must object prior to the Q&A deadline in the Timeline.

8.15. Cost of Preparing Submittals

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

8.16. Readability

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

8.17. Changes or Corrections to Submittal

Prior to the submittal closing date and time established for this RFQ, a Consultant may change or correct its proposal by following the Instructions here: https://opengov.my.site.com/support/s/article/4f4218bf-7da6-4fc6-b0c3-7eade0776ebe. No change to a submission shall be made after the solicitation closing date and time.

8.18. Errors in Submissions

Respondents are responsible for errors and omissions in their submissions. No error or omission shall diminish the Respondent's obligations to the City.

8.19. Withdrawal of Submission

A submittal may be withdrawn at any time through the Procurement portal prior to the closing date or by written request of the submitter.

8.20. Rejection of Submissions

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

8.21. Incorporation of RFQ and Respondent Submission in Contract

This RFQ and Respondent's submission, including promises, warranties, commitments, and representations made in the successful response once accepted by the City, are binding and incorporated by reference in the City's contract with the Respondent.

8.22. 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.

8.23. Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Consultants 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 Response Materials and Submittal section includes materials to designate your equal benefits status.

8.24. 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 Procurement Portal. 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).

8.25. Insurance Requirements

Any special insurance requirements are provided as an Attachment. **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.** Respondents may elect to provide the requested insurance documents within their Submittal.

8.26. Proprietary Materials

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

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

Respondents 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 response, 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 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.

8.27. 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, 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.

8.28. Background Checks and Immigrant Status

The City may require background checks for the Consultant, as well as some or all of their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks.

8.29. Use of Hyperlinks and URLs in Submittals

Hyperlinks and URLs to web sites or references to attachments may not be used in documents submitted in response to this solicitation, unless specifically requested in the submittal requirements. The City is not

obligated to evaluate, review, or score any information submitted in the form of a hyperlink or URL. Information and documentation requested for the evaluation process must be submitted in the format indicated in the solicitation instructions.

9. Selection Process

9.1. Initial Screening

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

9.2. Qualification Evaluation

Qualifications shall be evaluated using the evaluation criteria in the Evaluation Section.

9.3. Interviews

The City may interview top ranked firms that are considered to be the most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and 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 the points listed in the Proposal Evaluation section.

9.4. 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.

9.5. 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 overall consensus of the Consultant Evaluation Committee.

9.6. Scoring

Proposals shall be evaluated based on the scoring table below and the evaluation criteria outlined in the Proposal Evaluation Section.

Score	**Definition**
10 =	The Proposal Form or Presentation/Interview is **excellent** and **clearly exceeds** expectations
7 =	The Proposal Form or Presentation/Interview is **very good** and **fully meets** the expectations

5 =	The Proposal Form or Presentation/Interview is **good** yet has **room for improvement**
3 =	The Proposal Form or Presentation/Interview is **marginal** and **is below** expectations
0 =	The Proposal Form or Presentation/Interview is **poor** and **clearly does not meet** expectations

9.7. Contract Negotiations

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

9.8. 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.

9.9. 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. Evaluation Section

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**WMBE Inclusion Plan** The WMBE Inclusion Plan is required to be filled out and submitted with your response.	0-10 Points	20 *(20% of Total)*
2.	**Relevant Experience** Provide information regarding the experience of your Company. Only projects that are <u>100% complete and operational</u> can be counted (*on-going or in-progress projects cannot be counted in this analysis*).	0-10 Points	30 *(30% of Total)*

3.	**Past Performance** A short survey used to document client references for completed projects. Respondents identify the applicable task, provide client and project details, and rate performance across key criteria on a 1–10 scale. A reference signature is required before submission.	0-10 Points	30 *(30% of Total)*
4.	**Cost** Provide Hourly Rates and Job Description/Role to include Subconsultants rates. List the Task you are applying for and leave the Task(s) blank for any Task the contractor is not proposing	0-10 Points	20 *(20% of Total)*

11. Award and Contract Execution

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

11.1. Protests

Interested parties that wish to protest any aspect of this RFQ 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.

11.2. Limited Debriefs

The City issues results and award decisions to all Respondents. The City provides debriefing on a limited basis for the purpose of allowing respondents to understand how they may improve in future solicitation opportunities.

11.3. Instructions to the Apparently Successful Consultant(s)

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

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

11.4. 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)
- Form W-9 if a new Consultant for the City

11.5. Insurance Requirements for Award

Any special insurance requirements are provided as an Attachment. **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.** Respondents may elect to provide the requested insurance documents within their Submittal.

12. 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 the order requested, may cause the City to reject your response. Items marked with an asterisk require a response.

1. Letter of Interest (optional)
2. Consultant Questionnaire *
Please download the below document, complete, and upload.

- Attachment F - Consultant-Q...

*Response required

3. 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/**

*Response required

4. Minimum Qualifications *
Please download the document below, complete it, and upload the final version. Your submittal must demonstrate compliance with these minimum qualifications. Responses that do not meet these qualifications will be rejected by the City without further consideration.

- Attachment_A_-_Minimum_Qual...

*Response required

5. Past Performance Survey *
Please download the document below, indicate the Task for which you are applying, obtain the required signature, and upload the completed form. A maximum of three surveys may be submitted per task area. If the same client is used for multiple tasks, only one form should be submitted.

- Attachment_B_-_Past_Perform...

*Response required

6. List of Subconsultants *
Please download the below document, complete, and upload. The Consultant shall list the Subconsultants who are proposed as part of their overall project team.

- Attachment_C_-_List_of_Subc...

*Response required

7. Relavant Experience *
Please download the below document, complete the table for each Task the Contractor is proposing for. Leave other table blank for each Task the Contractor is NOT proposing for.

- Attachment_D_-_Relevant_Exp...

*Response required

8. WMBE Consultant Inclusion Plan *
Please download the below document, complete, and upload.

- Attachment_E_-_WMBE_Consult...

*Response required

9. Hourly Rates - Prime & Subconsultant for TASKS A through D *
Please download the spreadsheet, enter the Task you are applying for, the job classification (role), and the hourly rates for both Prime and Subconsultant. Once completed, upload the updated file. Leave the Task field blank for any Tasks the contractor is not proposing.

- Attachment_G_-_Hourly_Rates...

*Response required

10. Checklist for Tasks *
Please download the document below, place an 'X' in the appropriate column for each task for which you are submitting your responses, and upload it once complete.

- Attachment_H_-_Checklist_of...

*Response required