



City of Seattle

REQUEST FOR PROPOSALS NUMBER SCL-20588

CONSULTANT CONTRACT

PROJECT TITLE: Energy Imbalance Market (EIM) Integrator Consultant

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Released to E-Bid Exchange	Monday, October 9, 2017
Deadline for Questions	Thursday, October 12, 2017 4:00 PM PST
Answers Provided via Addendum to E-bid Exchange	Monday, October 16, 2017
Proposals Due to SCL Procurement	Monday, October 30, 2017 3:00 PM PST
Anticipated Negotiation Schedule	Week of November 6, 2017

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

Solicitation Contact: Lorrie van den Arend, Sr. Contract Specialist
lorrie.vandenarend@seattle.gov

Unless authorized by the Solicitation 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. Background and Purpose.

Background: Seattle City Light (SCL) is a publicly owned utility that operates a generation, transmission and distribution system to serve over 403,000 customers living in the City of Seattle, WA and parts of its metropolitan area.

SCL currently participates in a bi-lateral market for energy trading. This project will facilitate SCL's joining the CAISO Energy Imbalance Market (EIM). Participation in the EIM will allow SCL to more efficiently use generation and transmission assets, buy and sell energy in shorter term increments, and use pricing to match loads and resources across more buyers and sellers than existing markets currently permit. By doing this, SCL will also support more cost-effective integration of renewable energy across the West due to its flexible hydro capacity. SCL is planning to begin participating in the EIM in the spring of 2019.

This project will allow SCL to make the necessary changes to business systems, processes and organizational structure to enable effective participation in the EIM.

Purpose: SCL is requesting a written proposal from Vendor(s) to assist SCL in joining the CAISO EIM. These proposals should address the vendor's EIM experience, methodologies for developing and implementing revised business processes and organizational change, QA testing and business implementation expertise, company strength and viability, and pricing. This RFP is for services only and excludes software and hardware.

The awarded contract is expected to provide professional services to meet the needs of the project. Anticipated professional services that should be included, but are not limited to: project management, business requirements, process best practices and design, technology QA testing, organizational change readiness, training, software QA testing and business process implementation, for "go live" and post "go live" support.

The estimated budget is \$2,000,000 to \$2,500,000.

2. Performance Schedule.

The contract duration is expected to begin the fourth quarter of 2017 and be completed the second quarter of 2019.

3. Minimum Qualifications and Technical Requirements,

Minimum qualifications are required for a Consultant to be eligible to submit a RFP response. The following are minimum qualifications and licensing requirements that the Vendor must meet for their proposal submittal to be eligible for evaluation. The City has provided a Minimum Qualifications document to be completed by the proposer to clearly show compliance to these minimum qualifications. The Evaluation Team may choose to determine minimum qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

1	<p>Vendor to have at least:</p> <ol style="list-style-type: none"> 1. one completed successful implementation, including but not limited to: project management, business requirements, testing, organizational change readiness, training and business process implementation, for “go live” and post “go live” support, assisting a utility outside of California, in joining the CAISO EIM with that company currently live in the market and; 2. an additional one or more implementations in process, assisting a utility outside of California, in joining the CAISO EIM. 3. In the two required projects, the vendor must have provided at a minimum project management, EMS technical assistance, training and testing related to the CAISO EIM.
2	The firm must have a minimum of 5 years of consulting experience within electric utility Organized Market Implementations.

Technical Requirements

The City has provided a Technical Requirements document to be completed by the proposer to clearly show compliance to technical requirements. The RFP Coordinator may choose to determine technical requirements by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the technical requirements without looking at any other material.

The Technical Requirement(s) are the following:

1.	Demonstrable experience integrating with the CAISO EIM and vendors that support organized market activities.
2.	The Vendor must include with its proposal, a minimum of two (2) electric utility references. If only providing two utility references, one must be from one of the projects referenced in Minimum Requirement 1.
3.	Ability to meet California ISO go-live date of April 2019

4. Scope of Work

Scope of Work:

The EIM implementation requirements shall cover the following high level scope of work executed by a Market Integration MI) Project Team.

Some details about key project activities are provided herein for initial guidance, the proposer is expected to propose their own Scope of Work based upon the implementation methodology.

- Provide thought leadership and bring best practices in support of project goals and objectives.
- Support project management activities.
- Provide Subject Matter Expertise for creating and contributing to the authoring of project artifacts.
- Lead quality assurance activities like verification of proper documentation and training, definition and/or review of testing procedures, performance of testing certification and other related services.
- Regulatory assessment and readiness services (e.g., FERC, NERC, CAISO, etc.).
- Manage design, development, and deployment of interfaces, possibly in conjunction with the selected software vendors.
- Create and implement the approach, plan, process and activities associated with End User and Technical Staff training.
- Create and implement the approach, plan, process and activities associated with EIM deployment.
- Create and implement the approach, plan, process and activities associated with EIM go-live and transition to support.
- Create and implement the approach, plan, process and activities associated with Business Process Change Management.

For responses to each subsection below the bidder should respond in the following format for the key deliverables identified by CAISO, as well as adding any activities they believe will

assist SCL in seamlessly joining the EIM market.

The bidder will also be responsible for developing an overall track plan for each of the CAISO EIM tracks that progress can be measured against.

Deliverable	Description	Owner	Target Date	Track	Vendor Response	Associated Risk
Project Plan	Document used to guide the EIM project execution and control. This document is the Project Plan.	Joint	Nov-17	Track 1: Planning and Project Management Track		

Project Implementation and CAISO Implementation Tracks

The bidder should describe its approach to project implementation. The proposal should align with the CAISO track approach that can be found in the SCL Implementation Project Plan in Attachment A and should include at a minimum:

- High level Implementation Plan – key tasks and milestones
- Project team organization and resources
- EIM Software and hardware deployment strategies
- Work involved in assisting EIM technology software solutions integrating with CAISO and managing any required changes or enhancements
- CAISO Market integration and testing
- Project communications and reporting

Bidder should identify key risks to a successful project and an associated risk mitigation approach for each.

The bidder should review the Utilicast Gaps Analysis in Attachment B and identify any CAISO tracks that would be significantly impacted by a recommendation made.

Policy and Support

The bidder should review the CAISO project plans and propose how they would assist SCL with all key deliverables found in this section. The bidder should review the documents in Attachments A and B to propose a solution to ensure success within the project timeline

Modeling of Transmission and Generation Assets

The CAISO models transmission and generation assets in several systems. Key are the Network Model in the CAISO EMS and the Master File.

The Energy Management System (EMS) is used to monitor the real-time status of the bulk electric system and to provide the real-time estimated power system solution necessary to determine the initial condition for real-time market applications.

As part of this project, CAISO and SCL will integrate the SCL EMS model into the CAISO EMS model. When these changes are implemented, the CAISO will receive real-time data using an ICCP data link from SCL. CAISO will merge all SCL one-line diagram operational displays to keep the two systems alike. In Production, SCL will follow the ISO's process to ensure incremental updates to the SCL Network Model are synchronized between the SCL and CAISO EMS systems.

The bidder should review the documents in Attachments A and B to propose a solution to ensure success within the project timeline. A resource who is both familiar with CAISO modeling requirements and OSI Monarch OpenNet should be proposed and identified as a key resource, as they will be assisting SCL's Operations engineers in completing changes to the model created by EIM participation.

SCL recognizes the importance of this track. The Network Model was updated during a recent EMS replacement project. SCL's network model resides in an OSI Monarch 2014 system. We have at this date started an internal EIM Masterfile team comprised of multiple stakeholders to start gathering and coordinating this information.

Testing and Market Simulation

City Light is particularly focused on thorough testing of the integrated solution for meeting both functional and non-functional requirements.

At a minimum, the following testing activities should be described and included in the bidder's proposed approach to testing:

- Develop overall test plans in line with CAISO Track 4 requirements
- Develop specific test cases and test success criteria
- Develop associated test data set(s)
- Track testing results, including tracking break-fixes to resolution and closure
- Manage Factory Acceptance Test at/with solution technology supplier
- Manage Site Acceptance Test at Seattle City Light's facilities
- Manage integrated system testing
- Manage end-end testing
- Manage open and closed loop testing in coordination with Seattle City Light's Operations group
- Manage Availability Test

Bidder should describe their approach to testing. The bidder should delineate testing roles and responsibilities between itself, the software solution provider, and City Light staff.

Metering and Settlements

SCL's metering and settlements departments will undergo a significant effort to meet standards and implement specific procedures required to comply with the CAISO requirements for EIM participation.

Some of the main tasks included in this project are:

- Planning the strategy for Validating Editing and Exporting(VEE) Settlement Quality Meter Data (SQMD)
- Support configuration, validation, and implementation processes for SCL metering feeds

- Support market simulation
- Conduct Scheduling Coordinator Metering Entity (SCME) training for SCL
- Assisting SCL with the meter and settlements process with the software vendors

Generator and Intertie resource definitions in the Master File are also critical in the submission of meter data and the calculation of settlement charges. The metering infrastructure should, as much as possible, align with the way resources are defined in the Master File.

The EIM configuration guides and charge codes will provide specifications for SCL to develop their Settlements system.

The bidder should review the documents in Attachments A and B to propose a solution to ensure success within the project timeline.

Operations Training and Readiness

This track is responsible to specify, design and implement processes that ensure EIM operational readiness. The EIM aspects managed under this track include grid operations

personnel, operational training, market monitoring, and market analysis and validation. Major deliverables associated with these EIM business aspects include:

- Training Plan
- Process Mapping
- End User Training
- Ensuring all CAISO Entrance Criteria in Attachment C are met

The successful bidder will be able to propose a training and project approach that will ensure SCL users are prepared to enter the EIM market and all 33 entrance criteria in Attachment C for CAISO are met.

Interface Specifications

It is SCL's understanding that the single biggest effort in joining the ISO pertains to the system and interface additions or upgrades that need to be put in place prior to joining EIM. This section discusses the main system needs and details all the CAISO interfaces and data exchanges. The internal interfaces will be identified once new systems and existing system upgrades have been decided upon.

The main system replacement is currently being called the new EIM system. The functional requirements for this system and the tools required have broadly been captured below in Figure 1.

The Consultant shall be responsible for coordinating with the selected software vendors to design, deploy, and test these systems and interfaces ensuring that SCL will pass the CAISO go live requirements.

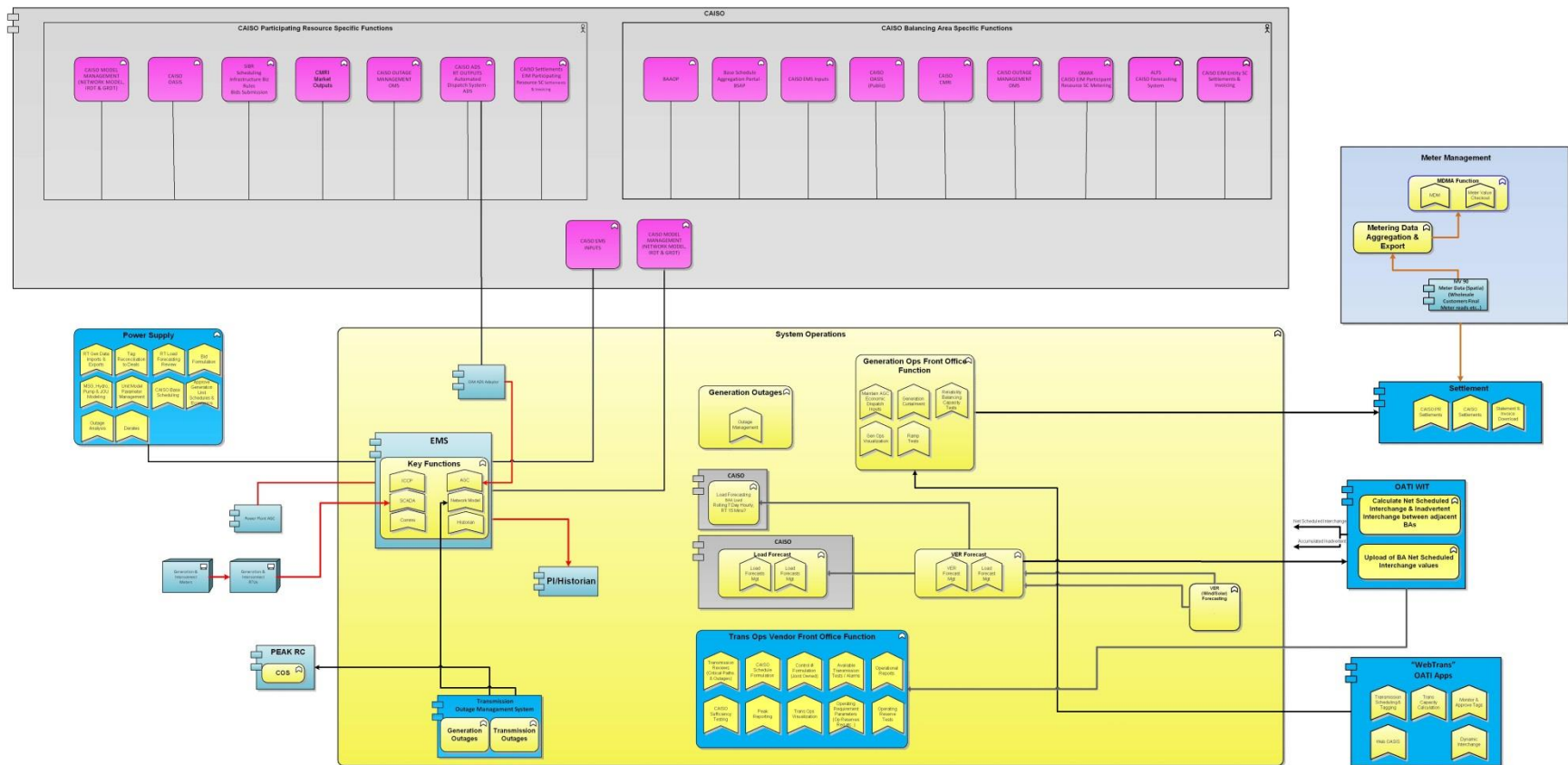


Figure 1 – EIM Functional Diagram

Note: Interface points highlighted Fuchsia are CAISO and in Blue are Bid to Bill interface components.

At a high level this system will act as a bid-to-bill system and will have settlement, shadow settlement, as well as transmission and base scheduling capabilities, and potentially meter data storage functionality. The complexity of this system will dictate project timelines and the critical path of the project. It also necessitates the need to map out the internal interface design of the SCL systems once the functionality and specifications of this new system have been fully developed.

The functions outlined in the diagram above (Figure 1) will be the primary focus of EIM and includes bringing together the system and 90 plus interfaces needed to submit and retrieve data between SCL and CAISO.

As indicated earlier, Attachment B - Functional Requirements contains the full details, the particulars and intervals associated with this data exchange, which are illustrated below in Figure 2 and Figure 3. In Figure 2 the items highlighted in grey are applications that have yet

to be procured by SCL.

Note: The Gap Analysis for SCL EIM system has already identified a large number of interfaces (95) to date.

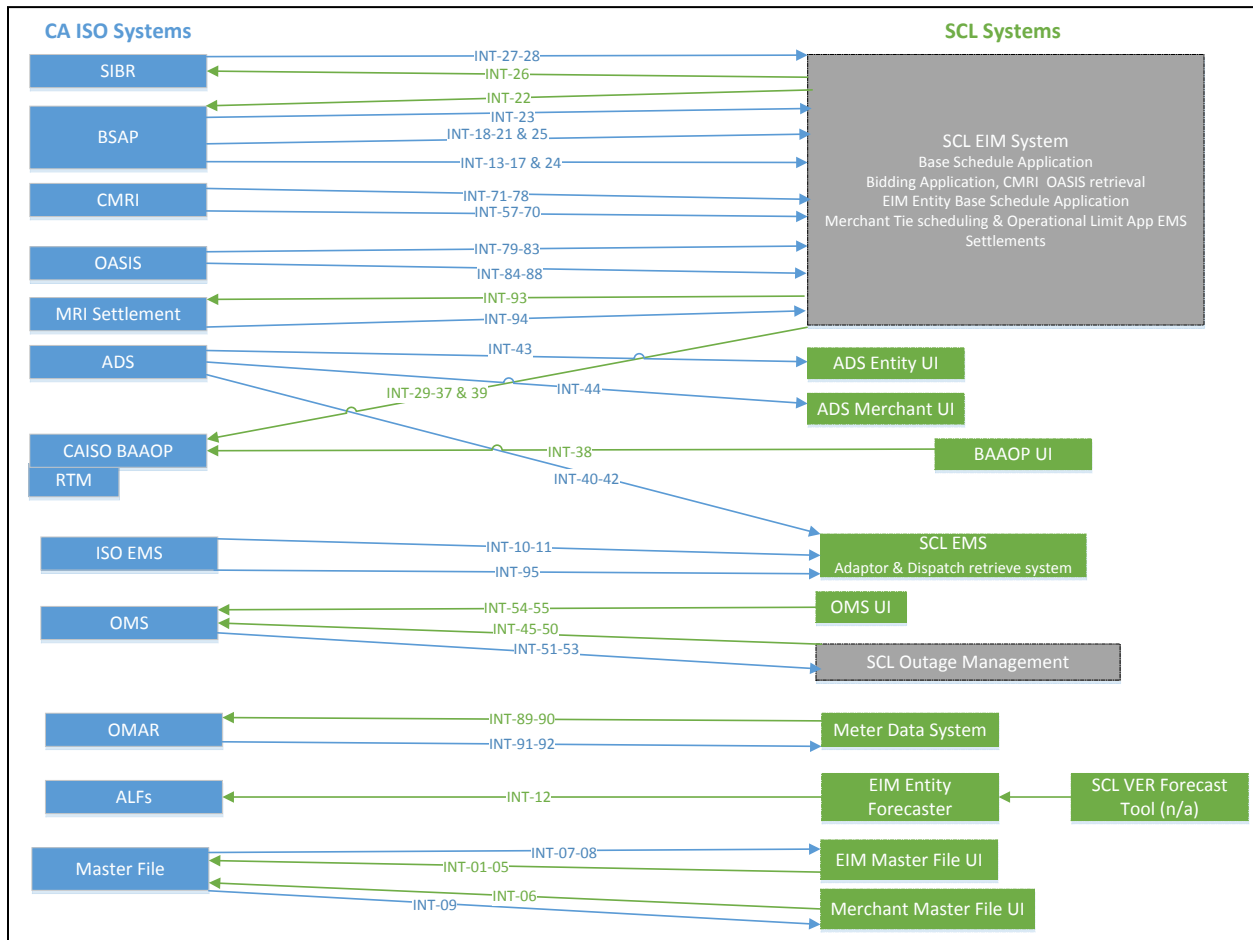


Figure 2 – CAISO to SCL Application Interfaces

The number of interfaces may expand if SCL determines that more data is needed for situational awareness or if data is needed to put particular controls in place. Final count on the number of interfaces may also change as a result of policy or market developments at the

CAISO. The number of interfaces is not atypical for EIM participation. As such, careful tracking and monitoring of these developments is key to a successful SCL launch.

Interfaces and Applications									
ID	Responsible Party	Responsible Party App	From	To	Service	Data	Notes	Security	Entity
INT-01	EM Entity	MF	EM Entity-UI action	MF	Manual - UI Upload	EM Non Participating Resource Data Template (EM Entity) - NPR	Submit all participating and non-participating generators	EESC	
INT-02	EM Entity	MF	EM Entity-UI action	MF	Manual - UI Upload	Registered ETSR Inter-Tie (EM Entity)	Submit ETSR Registered Ties used for providing schedule between EM Entity and EM Entity, and the EIM energy Transfer between two EM Entities and an EIM	EESC	
INT-03	EM Entity	MF	EM Entity-UI action	MF	Manual - UI Upload	Registered GHOST Inter-Tie (EM Entity)	Submit GHOST Registered Inter-Ties used to provide schedules for tags that come in after T-40 (close of last	EESC	
INT-04	EM Entity	MF	EM Entity-UI action	MF	Manual - UI Upload	Registered MPRIOR Inter-Tie (EM Entity)	Submit MPRIOR Registered Inter-Ties used for providing base schedule between EM Entity and CISO	EESC	
INT-05	EM Entity	MF	EM Entity-UI action	MF	Manual - UI Upload	Registered Inter-Tie (EM Entity) for other modeling	Submit Registered Inter-Ties for other special cases and model exceptions as determined by EM Entity and CISO	EESC	
INT-06	EM Merchant	MF	EM Merchant-UI action	MF	Manual - UI Upload	EM Participating Resource Data Template (EM Merchant) - PR	Submit all participating and participating generators	SC	
INT-07	CAISO	MF	EM Entity-UI action	MF	RetrieveGeneratorFDI_MPRFDV1	Registered resource data - Registered Generators	Participating Resource (PR) & non-Participating Resources (NPR) Generators controlled by EM Entity	EESC	
INT-08	CAISO	MF	EM Entity-UI action	EM Entity-UI action	RetrieveInterTieFDI_MPRFDV1	Registered resource data - Registered Inter-Tie	Participating Resource (PR) & non-Participating Resources (NPR) Registered Inter-Tie controlled by EM	EESC	
INT-09	CAISO	MF	EM Merchant-UI action	EM Merchant-UI action	RetrieveGeneratorFDI_MPRFDV1	Registered resource data - Registered Generators	Participating Resource (PR) Generators owned by EIM	SC	
INT-10	EM Entity	EMSE (port 304)	EM Entity - CIM exporting system	EMS	Manual-sending	CIM File			EIM BAA EMS group
INT-11	EM Entity	EM Entity - EMS	EM Entity - EMS	EMS	Telemetry/SCADA measurements - IICOP				EIM BAA EMS group
INT-05	CAISO	EMS	EMS	EM Entity - EMS		get dynamic transfer amount of ETSR			
INT-12	EM Entity	EM Entity - Forecast App	EM Entity - Forecast App	ALPS	SubmitMPrSPVERForecast_ALPSV1	VER Forecast for NPR	(EM Entity) VER forecast will submit VER forecast for Resources that opt to not provide their resource forecast		EIM Entity BAA
INT-13	EM Entity	EM Entity - Base Schedule app	EM Entity - Base Schedule app	BSAP	SubmitBaseSchedule_BSAPV1	Base schedules - Registered Gen - T-59T-40			EIM Entity BSC
INT-17	CAISO	OASIS	OASIS	EM Merchant - cdata		GHG			Public Data
INT-18	CAISO	OASIS	OASIS	EM Merchant - cdata		Actual Load			Public Data
INT-19	EM Entity	OMAR(MR -S)	EM Entity - Meter Data Submit system	OMAR	SubmitMeterData_STLMTv1	(EM Entity) submit meter data for generation, load, and tie, data specific associated with the EESC through web-service	Not including (EM Entity) network customer meters, data specific per SC		EIM PR SC
INT-20	EM Merchant	OMAR(MR -S)	EM Entity - Meter Data Submit system	OMAR	SubmitMeterData_STLMTv1	(EM Merchant) submit meter data for generation data specific associated to the PR SC through web-service	Not including (EM Entity) network customer meters, data specific per SC		EIM PR SC
INT-21	CAISO	OMAR(MR -S)	OMAR(MR -S)	EM Entity - Meter Data	RetrieveMeterData_STLMTv1	Retrieve meter data - generation, load, tie	Meter settlements FTP retrieve		EIM Entity SC
INT-22	CAISO	OMAR(MR -S)	OMAR(MR -S)	EM Merchant - Meter Data	RetrieveMeterData_STLMTv1	Retrieve meter data - generation	Meter settlements FTP retrieve		EIM PR SC
INT-23	CAISO	Settlement	Settlement	(EM Entity) - Settlements	ftp		Settlements - invoice (NPR & Load)		EIM Entity SC
INT-24	CAISO	Settlement	Settlement	(EM Merchant) -	ftp				EIM PR SC

Figure 3 – Detailed List of CAISO and SCL Interfaces and Applications

Roles and Responsibilities

City Light will own the following responsibilities:

- Overall Program Manager
- IT support both for the EIM and other related systems

Market Integrator shall:

- Assign an experienced Project Manager – responsible key point of contact on the project
- Assist software vendors in the delivery of all technology in an integrated form to City Light
- Execute the entire testing sequence and ensure the systems work as expected to ensure City Light participation in the EIM market
- Interact with the Technology Solution Vendors for resolution of the issues

- Develop and deliver the various design and test documents

The table below summarizes the anticipated resources necessary for a successful Market Integrator project.

Role	Responsibilities
Technical Lead & EIM Subject Matter Expert	Prioritizing and coordinating deliverables and inter-dependencies among the project efforts, oversight, management, resource allocation, quality assurance, project status reporting, and budget oversight. As an EIM Subject Matter Expert, the project lead will also contribute to the deliverables.
Business Analyst & ISO Subject Matter Expert	The business analyst will provide support for the project as well as assist in gathering, documenting functional and technical requirements, and specifications.
Subject Matter Experts	Contribute experience and expertise across multiple areas including ISO Technology platforms, Trading & Scheduling, Grid Operations, EMS/SCADA, Metering, Settlements, Market Protocols, etc.
Project Manager	Provide project oversight and delivery support as well as EIM and ISO expertise. Review project artifacts as needed, for quality assurance. Monitor project performance reports (status, schedule, budget, risks, etc.). Facilitate resolution of escalated project issues. Actively participate in initial planning sessions, leadership review meetings, vendor selection meetings, and in the finalization of the deliverables.

Key Market Integrator Personnel

The Market Integrator vendor shall identify Key Team Members that will be assigned more than 50% of the time for the entire project and will need approval from City Light before any Key Team Member “rolls off” the project for some period of time due to personal, corporate tax,

or any other considerations.

City Light expects the Market Integrator vendor to identify their key resources and project organization.

The resumes of each key team member will be submitted for evaluation and scored as part of the proposal review process

Deliverables:

The major deliverables expected from the Market Integrator vendor include, but are not limited to the following:

- Standard project management deliverables such as:
 - Project Plan and Schedule – updated periodically
 - Risks and mitigation strategies
 - Issues – and mechanisms to alleviate their impacts
 - Weekly status reports

- Design documents for the interfaces (in conjunction with software vendors):
 - Conceptual design
 - Specifications for each interface
 - Software Implementation
 - As-Built documentation

- Test plans and procedures – for every system and for every interface. These plans and procedures should include:
 - Functional testing
 - Data/integrated system testing
 - Performance testing
 - For Factory Acceptance Test, Site Acceptance Test, Integrated System Test, and Availability Test

- Training and Education:
 - Training and education plan
 - Materials and documentation

- Business practice manuals pertaining to the below functional areas that would need to be updated and/or developed. In addition, updates to functional requirements and processes in each of the six functional areas to bring City Light from current state to desired state would need to be documented:
 - Scheduling and Trading
 - Dispatch and Operations
 - Metering
 - Settlements
 - Credit and Margining

- Outages

Electronic and paper-based versions of the user guides and manuals shall be made available.

5. Contract Modifications.

The City Consultant Agreement 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.

6. 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.

6.1 Registration into City Registration System.

Small businesses, if you have not previously done so, register at: <http://www.seattle.gov/obd>
The City expects all small business firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call Julie Salinas at 206-684-0383.

6.2 Pre-Submittal Conference - None

6.3 Questions.

Proposers may submit written questions via e-mail to the Solicitation 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.

6.4 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's solicitation contact and shall become part of this RFP.

6.5 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 solicitation contact reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

6.6 Proposal Submittal.

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

Electronic Submittal.

The City will accept an electronic submittal **ONLY**.

- a. The electronic submittal is e-mailed to Lorrie van den Arend, lorrie.vandenarend@seattle.gov
- b. Title the e-mail “**RFP #SCL-20588**”.
- c. Any risks associated are borne by the Proposer.
- d. The City e-mail system will allow documents up to 20 Megabytes.

6.7 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 in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License can be found here: <http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.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. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
- l. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office at rca@seattle.gov to request additional assistance.
- m. 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.

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.

Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

6.8 Paid Sick Time and Safe Time Ordinance

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

6.9 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.

6.10 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.

6.11 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.

6.12 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 vary 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.

6.13 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.

6.14 Negotiations.

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet City needs within the scope sought by the solicitation.

6.15 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.

6.16 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.

6.17 Readability.

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

6.18 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.

6.19 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.

6.20 Withdrawal of Proposal.

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

6.21 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.

6.22 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.

6.23 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 Project Manager.

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.

6.24 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.

6.25 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 subcontracting 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 subcontractors 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 Inclusion Plan form is provided as an Attachment.

6.26 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

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.

6.27 Proprietary Materials.

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

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

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

If you have any questions about disclosure of the records you submit with your bid, please contact the Project Manager 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 City Purchasing (see attached) 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, please address your request in writing to the Project Manager named in this document.

6.28 Ethics Code.

Please 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, please 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 is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. 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. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

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. Please see Initiative 222, 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.

6.29 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 and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>

7. Response Materials and Submittal.

Below is the response to prepare and submit to the City. Use the following format and provide all required attachments. Failure to provide all information below on the proper forms and in order requested, may cause the City to reject your response. Pages that exceed the maximum shown will be deleted for purposes of review. Your proposal shall contain only the items listed below. Any additional material will be deleted.

1. **Letter of interest (optional) (1 page maximum).**
2. **Legal Name:** Submit a certificate, copy of web-page, 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 the rest of your materials, use your company legal name:
<http://www.coordinatedlegal.com/SecretaryOfState.html>
3. **Consultant Questionnaire:** Submit the attached Consultant Questionnaire with your response, even if you sent one in to the City for previous solicitations.
4. **Minimum Qualifications (2 page maximum) and Technical Requirements (2 page maximum):** Fill out the attached Minimum Qualifications and Technical Requirements documents to prove you meet the requirements. The decision you meet all Minimum Qualifications and Technical Requirements are made from these two documents. The City is not obligated to check references or search other materials to seek out proof, if you did not provide sufficient detail on these documents alone.
5. **Proposal Response (5 page maximum):** Provide your approach to complete the Scope of Work.
6. **Attachment C – Project Track Key Milestones –** Complete the spreadsheet and include with your response.
7. **Team Discussion (2 page maximum):** Identify key resources and project organization in the roles and responsibilities.
8. **Resumes of Key Personnel**

9. Cost and Pricing:

State a not to exceed price for your firm to perform the services described in the Scope of Work. Provide a breakdown of hours, all-inclusive billing rates by labor category, and other direct costs estimated to accomplish the Scope of Work.

10. WMBE Inclusion Plan

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 subcontracting 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 subcontractors 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, sub-consultant awards and efforts.

Complete and include the attached WMBE Inclusion Plan with your proposal

11. References

Package Checklist - Your response should be packaged with EACH of the following, and ONLY the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

1. Letter of Interest (optional) – 1 page maximum
2. Proof of Legal Name
3. Consultant Questionnaire
4. Minimum Qualifications – 2 page maximum and Technical Requirements – 2 page maximum
5. Proposal Response – 5 pages maximum
6. Attachment C – Project Track Key Milestones
7. Team Discussion – 2 pages maximum
8. Resumes of Key Personnel
9. Cost and Pricing
10. WMBE Inclusion Plan
11. References

8. Selection Process.

Step 1: Initial Screening: The SCL Sr. Contract Specialist 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, response to Consultant Questionnaire, responsive Inclusion Plan, satisfactory past performance if applicable, satisfactory financial responsibility and other elements are screened in this initial Step.

Step 2: Proposal Evaluation: The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked or scored.

Evaluation Criteria	Maximum Points
Response: Technical Requirements	10
Response: SOW Implementation	40
Response: Project Team	20
Response: Inclusion Plan	10
Response: Cost Proposal	20
Total	100

Interviews: The City may interview top ranked firms that are most competitive. 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 Project Manager 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 City Solicitation Contact.

Interviews will be worth UP TO an additional 50 points

Professional References: The City may contact one or more professional references that have been provided by the Proposer, or other sources that may not have been named by the Proposer but can assist the City in determining performance.

Selection: The City shall select the highest ranked Proposer(s) for award including the interview and written proposal

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).

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.

9. Award and Contract Execution.

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

Protests to Seattle City Light.

Interested parties that wish to protest any aspect of this RFP selection process provide written notice to the Seattle City Light Procurement and Contracting Office, Attention: Lorrie van den Arend for this solicitation. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

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. Please 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.

Debriefs.

For a debrief, contact Lorrie van den Arend.

Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive Intent to Award Letter from the **Solicitation 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.

Checklist of Final Submittals 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.
- Certificate of Insurance (if required)
- Special Licenses (if any)

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>

ATTACHMENTS:

Attachment A: SCL Implementation Project Plan

Attachment B: Utilicast Gap Analysis

Attachment C: Project Track Key Milestones

Minimum Qualifications Document

Technical Requirements Document

Consultant Questionnaire

WMBE Inclusion Plan

Insurance Transmittal Form