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**City of Seattle**

**Request for Proposal**

**RFP No. SCL 3508**

**TITLE: AMI Meter Installation Vendor (MIV)**

**TABLE 1 – SOLICITATION SCHEDULE**

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| --- | --- |
| **Solicitation Schedule** | **Date** |
| RFP Issued | February 26, 2016 |
| Pre-Proposal Conference | March 8, 2016  At 2:30 PM Pacific |
| Deadline for Questions and last day for Non-Disclosure submittal | March 18, 2016 |
| Sealed Proposals Due to the City | March 30, 2016, 4:00 PM Pacific |
| Interviews, if conducted | Week of April 25, 2016 |

*The City reserves the right to modify this schedule at the City’s discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.*

*All times and dates are Pacific Time.*

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AT THE LOCATIONS SHOWN IN SECTION 9.10 BELOW***

***MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP # SCL 3508:***

***NOTE: By responding to this RFP, the Vendor agrees that he/she has read and understands the requirements and all documents within this RFP package.***

# INTRODUCTION:

The City of Seattle, Department of City Light (City Light) invites interested Meter Installation Vendors (MIV or Vendor) to submit proposals for providing meter exchange services as part of an overall Advanced Metering Infrastructure (AMI) System, which incorporates the deployment and integration projects. The successful Vendor will exchange existing customer electric meters with AMI meters of various forms throughout City Light service territory. The Vendor’s Work Order Management Software (WOMS) must integrate with the Oracle suite of utility applications for the purposes of managing the meter exchange process.

City Light has selected an AMI System Provider (advanced meters, head end system and network communications); Landis+Gyr (L+G) and are in the process of selecting an AMI Systems Integrator (SI). The chosen Vendor must work with the AMI SI to define and implement the required interfaces.

Specifically, City Light seeks proposals from Vendors that include the requested information, description of services, and price quotes as they relate to City Light’s strategic goal of fully deploying an AMI System. The AMI System will support data collection and billing information from the Advanced Meters and enable the many benefits available from AMI. These benefits include remote meter reading, remote disconnect/reconnect, prepayment, outage management, customer data presentation, distribution grid optimization and enhanced utility processes, and implementation of a new meter asset system: Oracle Operational Device Management (ODM), to support the maintenance and configuration of the new advanced meters. The proposals shall include pricing for all the services that are described in Section 4 herein and other services or tasks that the vendor proposes as critical to the project success.

City Light desires to partner with the most appropriate and qualified Vendor within the available funds for the work described herein. City Light will select an experienced Vendor who has deployed advanced meters in densely populated areas, large downtown core areas (with related challenges) and has a proven record of exchange process quality, safe work practices, and utility satisfaction with an emphasis on superior customer service in the field.

City Light seeks a Vendor that will provide an effective and carefully structured approach to the mass meter deployment. In this context, deployment refers to all efforts required to provide a complete exchange of the existing meter population at City Light. This includes requirements workshops, detailed design, interface development, software integration, testing of processes, warehousing, planning, scheduling, phone center support, removed meter disposition and other activities as necessary.

City Light intends to award to the highest ranked Vendor that will assume financial and legal responsibility for the contract. Proposals that include multiple subcontractors must identify a “prime contractor” and all others as subcontractors.

# PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Vendors to serve as the responsible party in providing complete meter exchange services throughout the City Light service territory. City Light will work closely with the chosen Vendor to develop the overall deployment plan and timeline. The Systems Integrator will be responsible for configuration of the Oracle Meter Application Suite and products, and will work with the successful Vendor in defining, implementing and testing the necessary interfaces required for the mass meter deployment record keeping process.

# BACKGROUND:

City Light is a vertically integrated, electric utility owned and governed by the City of Seattle serving approximately one million people. City Light’s service territory totals about 131 square miles. It includes approximately 433,000 residential, commercial and industrial customer accounts within Seattle City limits, adjacent suburban cities and unincorporated King County. The service territory is urban including: high density housing in apartment buildings and condominiums clustered in a number of urban cores, especially in downtown Seattle, and single family homes; high rise, high density commercial cores; and several high density technology and industrial corridors.

Table 3-1 includes summary information about City Light’s service area and customer base.

Table 3-1. Current Facts about City Light (for the year ended December 31, 2013)

|  |  |
| --- | --- |
| Item | Description |
| Service Area (Net Land and Water) | 131.31 square miles |
| Cities Served – Seattle & Suburban Cities | 9 |
| Seattle Population | 750,200 |
| Total Electric Retail Customers   * Residential * Non-residential | 398,858  359,079  39,779 |
| Annual kWh Sold   * Residential * Non-residential | kWh (in 000’s)  3,073,405  6,297,591 |
| Total Number of City Light Distribution Substations | 14 |
| Number of Electric Meter Points | ~ 433,000 |
| Meter Growth Rate (average) | ~ 2% per year |

City Light is a financially solvent department of the City of Seattle. City Light management is responsible for day-to-day operations under oversight from the Mayor and City Council.

City Light has procured the Oracle CC&B (CC&B) and Metering Application Suite of products, with system integration services to replace the current billing system (CCSS). The new Oracle suite of products will provide a customer information and billing system for electrical services (City Light) and for water, wastewater, solid waste services (SPU). The design, configuration and testing of this new billing system will support City Light’s ability to read and bill from the existing meters using manual meter reading functions. This system integration project (City Light’s NCIS Project) is scheduled to complete April of 2016 with a stabilization period extending an additional 3-8 months.

City Light has selected an AMI System Provider, L+G, which includes, electric meters, the communications infrastructure, an AMI Head End System (HES) and professional services. The construction of the communication infrastructure or network, is scheduled to begin mid-2016.The AMI systems integration requirements stage has been underway since October 2015 with the implementation and design stage (Stage II) to begin second quarter 2016. Stage II will enable the benefits of AMI, including, but are not limited to: increased service and billing options such as flexible billing schedules (monthly versus bi-monthly) and day of the month billed; near real-time consumption information and an ability to display energy usage closer to real-time; more accurate meter reads when opening and closing accounts; greater conservation information and tools; automated notification to the utility when there is a service outage and when service is restored; and greater opportunities for net metering, distributed generation, and support for electric vehicles.

This RFP will secure a Vendor with mass meter deployment /exchange experience along with the infrastructure to integrate their record keeping and work tracking/ reporting systems with City Light systems. We seek Vendor responses that meet City Light requirements specified in Section 4. Vendor Response Forms may be found in Section 10 to assist Vendors in creating a consistent response to support City Light’s AMI Vendor RFP Evaluation Team.

With this solicitation, the City intends to award one contract to the highest ranked Vendor and does not anticipate awards to multiple companies. Regardless, the City reserves the right to make multiple or partial awards.

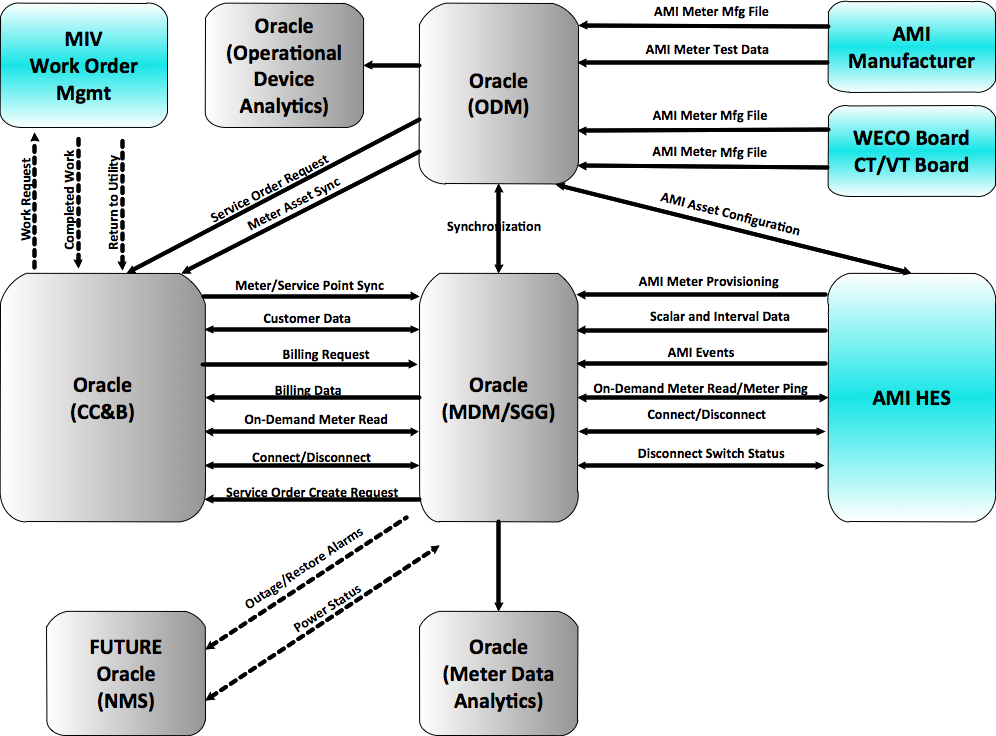
# METER INSTALLATION VENDOR REQUIRMENTS:

City Light expects to begin meter deployment/exchange in early 3rd quarter 2017 with expectations to be completed no later than December 2018. City Light will consider shorter deployment timeframes if they provide particular logistical or financial benefits.

## Setup

Each Vendor proposal shall describe its setup requirements to prepare and support mass meter deployment/exchange, including providing a suitable meter deployment load file to City Light’s Customer Information System (CC&B), labeling, workspace requirements for staging and management of meter exchange, and materials pipeline requirements. The Vendor shall also include the setup time necessary prior to actually commencement of meter exchanges on the date noted above.

The Vendor will work with the Systems Integrator for the Oracle suite of products to define, implement, and test the necessary integrations for deployment operations. The overall system architecture is:

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## Meter Deployment Planning

The Vendor’s proposal shall provide a plan for deployment/exchange of meters throughout the City Light service territory, taking into account the earliest commencement of deployment and desired completion date as previously noted.

The Vendor shall provide a reasonably detailed schedule showing how the meter exchanges will be accomplished during the proposed timeframe. At a minimum, this schedule should show initial setup, testing, ramp up, steady state deployment and ramp down periods as well as contingencies for problems due to weather, material delays or other issues that may delay the proposed timeline. The schedule should include expected installation rate per day, week, or month as well as the number of exchangers to be utilized during the overall scope of the exchange services.

The approximate number and type of meter forms to be quoted for exchange is summarized as follows:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Form | Quantity | Type | Wires | 120 | 208/120 | 120/240 | 277/480 | 240 | Auto Ranging |
| **01S** | 1,504 | Self-Contained | 1 ph. 2W | 1488 |  |  |  |  | 16 |
| **02S** | 293,679 | Self-Contained | 1 ph. 3W |  |  |  |  | 293,636 | 43 |
| **02-CL320** | 1,301 | Self-Contained, Class 320 | 1 ph. 3W |  |  |  |  | 1,301 |  |
| **03S** | 235 | Instrument Rated | 1 ph. 2W and 3W |  |  |  |  |  | 235 |
| **04S** | 5,100 | Instrument Rated | 1 ph. 3W | 1451 |  |  |  | 3,567 | 82 |
| **09S** | 7,859 | Instrument Rated | 3 ph. 4W Wye, 4W Delta |  | 3,404 | 1,407 | 2,909 |  | 139 |
| **12S** | 614 | Self-Contained | 3 ph. 3W Delta |  |  |  |  |  | 614 |
| **16S** | 13,276 | Self-Contained | 3 ph. 4W Wye, 4W Delta |  | 8004 | 2,638 | 2,620 |  | 14 |
| **25S** | 109,404 | Self-Contained | Network |  | 105,914 | 3,490 | 0 |  |  |
| **45S** | 366 | Instrument Rated | 3 ph. 3W Delta |  |  |  |  |  | 366 |
|  |  |  |  |  |  |  |  |  |  |
| **Total[[1]](#footnote-1)** | **433,338** |  |  |  |  |  |  |  |  |

## Project Administration

During implementation, the chosen Vendor will document all meter exchanges as well as those sites where the exchange was not possible due to problems outside of the exchanger’s responsibilities. City Light expects this information to be collected and managed via the Vendor’s WOMS and associated field management tools. This information shall be available to the City Light management team either via a dashboard interface and/or printable reports, and where mutually agreed translated into graphical representations.

Weekly/Monthly reports will be provided to City Light providing the status of the following:

* Number of meter exchange completions and status of incomplete orders
* Progress: Planned versus actual exchanges/installations
* Number of City Light customer complaints, nature of complaints and their resolution
* Number of suspected energy diversions or meter tampering found
* Number of electrical hazards and locations needing repairs and their resolution

The Vendor shall provide an overall organizational structure complete with the names of those persons expected to be assigned to the project in the roles of Project Manager, Field Supervisors, etc. Field Personnel

The MIV may use a subcontractor and/or MIV staff; that will hire, train, equip, and manage the meter exchange personnel during deployment. City Light expects the exchangers will be compensated at prevailing wage as stated in Section 6.3.

The MIV shall provide a job description for the meter exchange personnel. If applicable, the MIV shall also include any materials that might be used to recruit to fill these positions.

City Light may review with the MIV project team concerning the MIV safe work practice standards and the completeness and accuracy of the project field documentation.

## Safety and Training

The Vendor will be solely responsible for providing initial and any necessary ongoing electricity and meter safety training for all meter exchange personnel and contractors assigned to the project. City Light reserves the right to audit these practices. Safety Personal Protective Equipment (PPE) will be provided by the MIV in accordance with accepted work safety practices and standards.

## Specific Deployment Services

The specific deployment services to be provided will include:

* Overall project administration and liaison with City Light Advanced Metering Program staff.
* Provide job descriptions for supervisory, Journeyman and exchanger positions
* Training and certification of exchangers in areas of electricity and meter safety along with customer interactions and communications.
* Provision of exchanger apparel and PPE to provide a consistent and safe working environment.
* Provision of exchanger vehicles that create a consistent appearance throughout the City Light territory.
* Provide WOMS to manage all meter exchanges (system to be available continuously throughout the deployment period).
* Call Center and clerical support for Vendor effort during installation to assist with questions and schedule installations as necessary. The call center will have translation services available. Click on this link and scroll to “**Maps on Language Spoken at Home**” to identify commonly spoken languages in Seattle neighborhoods: <http://www.seattle.gov/dpd/cityplanning/populationdemographics/aboutseattle/raceethnicity/default.htm>
* Design, produce, and distribute City Light customer communication materials to support Vendor field meter exchange activities which shall be done with assistance, direction and approval of City Light.
* Provide training and field exchange documentation tools to City Light personnel who will exchange specific meters and/or equipment using the available WOMS.
* Recycle removed meters in an environmentally responsible manner.
* Incoming acceptance and warehousing of new meters staged for deployment. MIV will perform commodity acceptance testing during AMI deployment. MIV test boards and test procedures subject to review by City Light Standards lab.
* Warehousing and inventory tracking of removed meters for 10 weeks after removal.
* Vendor shall re-use existing meter locking rings except in cases where the existing ring is unusable.
* Procurement of and usage of both high and low security sealing rings based on City Light Material Standard 4960.05 titled “Socket Sealing Ring, Electricity Meters.” (<http://www.seattle.gov/light/engstd/>) as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Type | **Approved Manufacturer** | **Part Number** | **Comment** |
| Socket Sealing Ring | B-Line | 25016B | Stainless steel, snap sealing type |
| Socket Sealing Ring | Inner-Tite | E-S6900H | Stainless steel, barrel lock sealing type, locking ring with Agbay lock |
| Socket Sealing Ring | Inner-Tite | E-1901H | Stainless steel, locking ring without Agbay lock |
| Agbay Lock | Inner-Tite | INN V189-45719 | Short length stainless steel, Agbay level 1 |
| Agbay Lock | Inner-Tite | INN V190-45719 | Short length stainless steel, Agbay level 3 |

Sealing rings shall be provided by the Vendor unless the Vendor cannot procure rings at a price equal to or less than that by which City Light can procure them. City Light’s purchase price will be provided at the request of the successful bidder. Sealing rings shall be per City Light Material Standard 4960.05 titled “Socket Sealing Ring, Electricity Meters as stated in Section 4.6.

Meter seals shall be furnished by City Light.

The Vendor is not responsible for providing meter seals.

Responsibilities that will be subject to discussion between the MIV and City Light as part of negotiations and before contract execution, include but are not limited to:

* Management of disconnected (sleeved or booted) meters during deployment
* Management of inaccuracies in City Light records relative to meter types to be exchanged.
* Acceptable process to manage inaccuracies in City Light records relative to meter locations as well as any hard to locate meters. (City Light has a number of meters located in multi-story buildings where addresses and/or GPS coordinates may not provide sufficient detail to locate these meters. Additional meter location documentation in the form of site maps, drawings, and notes are available.)
* Management of the transfer and return of keys necessary for meter access during any particular day of meter exchanges.
* City Light/Vendor branding requirements for MIV personnel and equipment

## Installation Requirements

Meter exchanges will be performed in meter reading routes and territory sequence as agreed between the Vendor and City Light, with billing blackout periods incorporated into the schedule as necessary. The rate at which meters are deployed will be at the discretion of the MIV within the context of the overall deployment plan developed by the Vendor with City Light input and oversight. The Vendor must give advance notification to customers no less than 2 weeks in advance of the exchange. Incidental and minor repairs will be performed by the MIV. If there is extra work or in the scenario where there might be an unsafe condition and a power disconnect is needed, City Light will perform such work.

At the time of the exchange the exchanger will at a minimum:

* Attempt to contact the customer by knocking on the door of the premise or other acceptable means.
* If customer is present, the exchanger will explain the purpose of the visit.
* If no objection from the customer, the exchanger will then exchange the meter.
* The need for a post meter exchange conversation with the customer will be established during the pre-exchange conversation.
* If the customer is not present, the exchanger will proceed with the meter exchange as long as access is available.
* In all cases, the exchanger will leave behind customer communication materials describing the AMI System objectives and purposes. This material will be mutually developed by City Light and the MIV.
* In the case where the customer does not want the meter exchanged, the exchanger will leave the appropriate contact information with the customer and not attempt to convince the customer otherwise.

The specific process for meter exchanges shall include but not be limited to:

* Verify service address
* Take photo of meter site as found
* Take photo of old meter face with reading shown prior to removal
* Note any signs of tamper/diversion
* Verify existing meter number with record in handheld
* Record meter reading of old meter
* Remove meter
* Assess meter ring condition and remove/replace as needed
* Inspect the meter socket for any damage to verify the suitability of it for installation of a new meter.
* Assess meter ring condition and replace with specified ring as needed
* Install the new Advanced Meter including new meter seal
* Take photo of new meter face after exchange with reading shown
* Record meter reading of new meter
* Record meter ID for location
* Record meter GPS location
* Take photo of meter site as left

Data upload back to City Light will include all of this data, including GPS coordinates of premise point.

City Light recognizes that the exchange process requires the visitation to every meter in the system. As such, any additional suggestions regarding what could or should be accomplished during these site visits is requested.

## Disposal of Old (Removed) Meters

Upon completion of the agreed upon storage period of the removed meters, the disposal of the old (removed) meters shall be the responsibility of the Vendor, in accordance with all local, state, and federal regulations and disposed of in an environmentally responsible manner. Any financial benefit received shall be applied to the cost of cross dock management and expenses.

## Notifications

There will be at least two customer notifications that the Vendor provides: one in advance of installation and one post installation. The Vendor, with assistance and approval from City Light, will develop, produce and distribute the printed customer communication materials. These materials must include translated information in commonly used languages as prescribed by City Light.

Advance Notification: At least 3 to 4 weeks in advance of the intended meter exchange date, the customer will receive a postcard, advising that the Vendor will be on site during a particular week. The postcard will include a number to call if the customer wants to specifically schedule an appointment. The content of this postcard will be coordinated by the utility and the Vendor. The Vendor will be responsible for periodically (weekly) releasing a list of utility customers along with the target installation week. That list will be provided to a utility designated printer that will be responsible for printing and mailing the postcards.

Robocalls or an additional postcard may be initiated to customers up to two (2) weeks before the expected installation date as an additional reminder.

Notice of Access Issues: If the existing meter is inaccessible or the exchanger cannot exchange the meter due to customer related issues, such as personal property obstructing access to the meter or home business activity in progress, the Vendor shall notify the customer to contact the Vendor call center to make a scheduled appointment for a future meter exchange. The Vendor call center shall schedule a date and time that the exchange can be completed.

It will be the responsibility of the Vendor to contact any accounts that are designated as hard to access in advance of the initial exchange attempt.

Notice of Hazardous Issues: If the exchanger finds that the site meter socket or related equipment is, unsafe, or there are signs of tampering, City Light believes the exchanger should react as follows but would like to understand the current Vendor practices in place:

* In the case of an unsafe meter socket or related equipment the exchanger will notify City Light immediately and will not leave the location until a City Light employee or its designated repair contractor is onsite to rectify the problem.
* In the case of code violations, the exchanger will not exchange the new meter but code the location so as to initiate corrective action once the information is provided to City Light.
* In the case of meter tampering or other energy diversion activity, the exchanger will not exchange the meter but code the location so as to initiate corrective action and investigation by City Light. If possible, the exchanger will take a photo of any possible tampering discovered.

## Repairs

The Vendor should provide a detailed description of their meter socket and related service entrance equipment repair capabilities and how they are supported and coordinated through the meter exchange process. It is expected that exchangers shall provide minimal repairs capabilities such as lug tightening and service entrance reattachment as part of their capabilities. Description should include any additional repairs that exchangers would make as well as repairs that would be performed by other Vendor personnel.

## Post Deployment Support

The Vendor shall provide a detailed description of the term and nature of post deployment support provided that allows City Light to access installation data, view installation images, etc. for up to 6 months.

# MINIMUM QUALIFICATIONS

The following are minimum qualifications that the Vendor must meet in order for the proposal submittal to be eligible for evaluation. The City requests a one-page or appropriate-length document as part of the proposal response, to clearly show compliance to the minimum qualifications. The RFP Coordinator, noted in Section 9.2, may choose to determine minimum qualifications by reading the single document alone, so the submittal should be sufficiently detailed to clearly show how the minimum qualifications are met without reviewing any other material. The vendor shall explain any changes in its ownership structure, the City will evaluate to determine compliance with the minimum requirements.

1. Vendor must have at least three successful instances of performing AMI meter installations of at least 250,000 installations per engagement.
2. Vendor must have at least two successful instances of performing AMI meter installations in high density areas similar in scope to Seattle; 2,000 meters per square mile in an urban setting.

# MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

This solicitation and resultant contract may require additional licensing as listed below. The Vendor needs to meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor.

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if they are required to hold such a license by the laws of those jurisdictions. The Vendor should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Vendor.

## Seattle Business Licensing and associated taxes.

1. 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.
2. A “physical nexus” means that you have physical presence, such as: a building/facility located 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).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor 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 result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Affairs (RCA) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
11. 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 vendor 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.

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## Mandatory State Business Licensing and associated taxes.

Before the contract is signed, you must provide the City with your State of Washington “Unified Business Identifier” (known as UBI #) and a Contractor License if required. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical or economic 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 as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>

**Permits**: All permits required to perform work are to be supplied by the Vendor at no additional cost to the City.

## Prevailing Wage

**Preparing Offer Forms with consideration of Prevailing Wages:** State of Washington prevailing wage rates apply to this contract work, the Offer submitted must clearly show the intent of the Vendor to pay prevailing wages. The City Buyer will consider whether pricing of the Offer is sufficient to clearly support payment of prevailing wages, and may seek clarification and/or reject the Offer accordingly. Note your Offer requires to pay prevailing wages, and any vendor costs associated with filing of intents and affidavits, including filing of one Intent at the beginning of the contract and an affidavit at the end of the contract anniversary during the life of the contract as required by the Department of Labor & Industries.

**Prevailing Wage Requirements:**

1. This contract has a category of work subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on PublicWorks) and RCW 49.28 (Hours of Labor) as amended or supplemented; Contractor shall be responsible for compliance by the Contractor and all subcontractors.
2. Filing Your Intent: The City requires an approved Intent from the Vendor for all the work within the contract. The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form(s) concurrent with contract execution and as otherwise required by L&I. The Vendor works directly with L&I to receive an acceptable and approved Intent concurrent with contract execution, and/or multiple intents and affidavits as required by L&I, which will comply with L&I filing and approval requirements.

* To do so, the Contractor and any subcontractors will require a Contract Number and Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed.
* The Contractor shall promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
* The Contractor also shall require any subcontractor to file an Intent with L&I.
* This must be done online at the L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.
* If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer.
* The Contractor shall notify the Buyer of the Intents filed by both the Contractor and all subs.

1. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates in effect at the time of bid opening for the worker classifications provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.
2. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
3. In certain situations, an Intent is required but the wages may be exempt. The Vendor may indicate they qualify for an exemption to wages for the following:

* Sole owners and their spouse.
* Any partner who owns at least 30% of a partnership.
* The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
* Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

1. Prevailing Wage rates in effect at the time of bid opening remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
2. It is the sole responsibility of the Contractor to assign the appropriate classification and associated wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.

The following classifications have been determined by Labor and Industries for this body of work:

Single Phase Installations: COUNTY: King, TRADE: Electrician- Powerline Construction, JOB CLASSIFICATION: Groundperson

Polyphase Installations: COUNTY: King, Trade: Electrician- Powerline Construction, JOB CLASSIFICATION: Journey Level Lineperson. Rates can be found at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

1. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.
2. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received.
3. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.
4. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).
5. For jobs above $10,000, Contractor must post for employees’ inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be postured in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
6. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director’s decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary’s decision shall be final, conclusive and binding on all parties.

**Prevailing Wage Rate Changes for Service Contracts Greater than One Year in Duration:**

1. This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service Vendors and work performed by janitors, waxers, shampooers, and window cleaners) and other multi-year service contracts where prevailing wages are required. Vendor and any subcontractor must pay at least the prevailing wage rates in effect at time of bid/response throughout the duration of the contract.
2. Each contract anniversary, Vendor and any subcontractors shall review the then current Prevailing Wage Rates. The Vendor shall increase wages paid if required to meet no less than the current prevailing wage rates for those positions that are covered by such wage rates, in effect at the time of the contract anniversary.
3. Any price or rate increases made because of a change in the prevailing wages will be compensated by the City on a pass through basis if the Vendor requests a price increase under the price increase request requirements provided elsewhere in this contract. The Vendor must follow the contract instructions for pricing increases, by notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and clearly documenting the increase.
4. Payroll, wage, and cost records shall be retained, and may be audited or inspected. The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages are subject to investigation—including but not limited to on-site compliance interviews—by City Purchasing and Contracting Services (CPCS) and L&I in regard to payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the Owner may withhold payments to the Contractor. The Contractor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any contract within the State of Washington for the period specified by law.

**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.

# INDEPENDENT CONTRACTOR & CITY SPACE REQUIREMENTS

The Vendor is working as an independent contractor. Although the City provides responsible contract and project management, such as managing deliverables, schedules, tasks and contract compliance, this is distinguished from a traditional employer-employee function. This contract prohibits Vendor workers from supervising City employees, and prohibits Vendor workers from 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, and in no case shall such space be made available for more than 36 months without specific authorization from the City Project Manager.

# BACKGROUND CHECKS

**Background Checks and Immigrant Status**

Background checks will 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. This access should only be required for personnel that require entrance to City Light controlled access areas. Go to <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks> look under the *“SCL High Security Background Checks”* tab.

# INSTRUCTIONS TO VENDORS

## Proposal Procedures and Process

This chapter details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Vendor that fails to comply with any procedure in this chapter.

## Communications with the City and City Light

All Vendor communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is:

Jason Edens

206-733-9583

Jason.Edens@seattle.gov

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the RFP Coordinator is advised that such material is used at the Vendor’s own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Vendors shall not contact the City RFP Coordinator or any other City employee except to respond to a request by the City RFP Coordinator.

Contact by a vendor regarding this acquisition with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the Vendor’s proposal.

## Pre-Proposal Conference

The City will hold a pre-proposal conference as noted on page 1. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Vendors to submit questions Vendors would like addressed at the pre-proposal conference to the RFP Coordinator, preferably no later than three (3) days in advance of the pre-proposal conference. This will allow the City to research and prepare helpful answers, and better enable the City to have appropriate City representatives in attendance.

Those unable to attend in person may participate via telephone. The RFP Coordinator will set up a conference bridge for Vendors interested in participating via conference call. Contact the RFP Coordinator at least two days in advance of the conference, to request access by phone.

Vendors are not required to attend in order to be eligible to submit a proposal. The purpose of the meeting is to answer questions potential Vendors may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Vendors to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

## Non-Disclosure Agreement

In order to receive the data specifying meter forms and locations, the vendor must execute and return the Non-Disclosure Agreement (NDA) below prior to the deadline for questions date shown on the cover sheet of this RFP. Upon receipt of this agreement, the file will be provided.



## Questions

Questions are to be submitted tothe Buyer no later than the date and time on page 1, in order to allow sufficient time for the City Buyer to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the City Buyer e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to questions if any are issued.

## Changes to the RFP/Addenda

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City’s objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City’s RFP Coordinator Addenda issued by the City shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Vendor to assure that they have received Addenda if any are issued.

## Bid Blog

The City Purchasing website offers a place to register for a Blog related to the solicitation. The Blog will provide you automatic announcements and updates when new materials, addenda, or information is posted regarding the solicitation you are interested in. <http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing>

## Receiving Addenda and/or Question and Answers

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested Vendors. The City makes this available on the City website and offers an associated bid blog: <http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing>

Notwithstanding efforts by the City to provide such notice to known Vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material.

Note that some third-party services decide to independently post City of Seattle bids on their websites as well. The City does not, however, guarantee that such services have accurately provided Vendors with all the information published by the City, particularly Addendums or changes to bid date/time.

All Proposals sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Vendor that the Addendum was received and incorporated. However, the Buyer can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Buyer could decide that the Vendor did incorporate the Addendum information, or could determine that the Vendor failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer may determine that the Vendor failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the Buyer.

## Proposal Submittal Instructions

* Proposals must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended.
* Proposal packages must include 1 original, 3 hard copies, and one electronic copy either on CD or flash drive.
* Proposal Pricing must in a separate, clearly marked envelope from the main proposal.
* Fax, e-mail and CD copies **will not** be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City.

## Proposal Delivery Instructions.

###### The Submittal may be hand-delivered or must otherwise be received by the Buyer at the address provided below, by the submittal deadline*.* Please note that delivery errors will result without careful attention to the proper address.

**TABLE 2 –PROPOSAL DELIVERY ADDRESS**

|  |  |
| --- | --- |
| **Physical Address (courier)** | **Mailing Address (For U.S. Postal Service mail)** |
| City Purchasing and Contracting Services Div.  Seattle Municipal Tower  700 Fifth Ave Ste 4112  Seattle, WA 98104-5042  Attention: Jason Edens  Re: RFP SCL 3508 | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: Jason Edens  Re: RFP SCL 3508 |

1. Three (3) Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the CPCS Buyer Name, RFP title and number. Also included shall be a soft copy on a flash drive. Pricing information shall be submitted separately in a sealed envelope, appropriately marked. Submission of pricing shall also be via hard copy (3) and separate flash drive. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Vendor.
2. If packages are not clearly marked, the Vendor has all risks of the package being misplaced and not properly delivered*.*

Late Submittals*:*

*The submitter has full responsibility to ensure the response arrives at City Purchasing within the deadline. A submittal after the time fixed for receipt will not be accepted unless the lateness is waived by City Purchasing as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the vendor, or the City may accept the package and make a determination as to lateness.*

## No Reading of Prices

The City of Seattle does not conduct a bid opening for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law.

## Offer and Proposal Form

Vendor shall provide the response in the format required herein and on any forms provided by the City herein. Provide unit prices if appropriate and requested by the City, and attach pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Vendor shall quote prices with freight prepaid and allowed. Vendor shall quote prices FOB Destination. All prices shall be in US Dollars.

## No Best and Final Offer

The City reserves the right to make an award without further discussion of the responses submitted; i.e. there will be no best and final offer procedure associated with selecting the Apparently Successful Vendor. Therefore, Vendor’s Response should be submitted on the most favorable terms that Vendor can offer.

## Contract Terms and Conditions

The contract that has been adopted for the City projects is attached and embedded on the last page of this RFP Solicitation. Vendors are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. To be responsive, vendors must be prepared to enter into a Contract substantially the same as the attached Contract. Submittal of a proposal is agreement to this condition. Vendors are to price and submit proposals to reflect all the specifications, requirements, in this RFP and terms and conditions substantially the same as those included in this RFP.

The City may consider and may choose to accept some, none, or all contract modifications that the Vendor has submitted with the vendor’s proposal.

Nothing herein prohibits the City, at its sole option, from introducing or modifying contract terms and conditions and negotiating with the highest ranked apparent successful Vendor to align the proposal to City needs, within the objectives of the RFP. The City has significant and critical time frames which frame this initiative, therefore, should such negotiations with the highest ranked, apparent successful Vendor fail to reach agreement in a timely manner as deemed by the City, the City, at its sole discretion, retains the option to terminate negotiations and continue to the next-highest ranked proposal.

## Prohibition on Advance Payments

No request for early payment, down payment or partial payment will be honored except for products or services already received. Maintenance subscriptions may be paid in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

## Prime Contractor

The City intends to award to the highest ranked Vendor that will assume financial and legal responsibility for the contract. Proposals that include multiple vendors must clearly identify one vendor as the “prime contractor” and all others as subcontractors.

## Seattle Business Tax Revenue Consideration

SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase.   The City of Seattle’s Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only Vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of $100,000 or greater are required to pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate as necessary to determine the lowest bid price proposal.

## Taxes

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state and local sales tax will be an added line item although not considered in cost evaluations.

## Inter-local Purchasing Agreements

This is for information and consent only, and shall not be used for evaluation. The City has entered into Inter-local Purchasing Agreements with other governmental agencies, pursuant to RCW 39.34. The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.

## Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Vendors 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 bid package includes a “Vendor Questionnaire” which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

## Affirmative Efforts for Women and Minority Subcontracting

The City intends to provide the maximum practicable opportunity for successful participation of women and minority-owned (WMBE) firms, given that such businesses are underrepresented. The City requires all Vendors agree to SMC Chapter 20.42, and will require Proposals with meaningful subcontracting opportunities to also supply an Inclusion Plan, Communication and Subcontracting plan for including minority and women owned firms.

**Inclusion Plan:** This solicitation will require Proposers to submit an Inclusion Plan, (see appendix) which will be a material part of the bid and contract. The Inclusion Plan must be responsible in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work when applicable. The City reserves the right to improve the Inclusion Plan with the winning Vendor before contract execution. Performance will be a material contract provision.

Vendors should use whatever selection methods and strategies the Vendor finds effective for successful WMBE participation. The City may use availability based on City analysis, or may use comparative participation from other incoming bids to establish a baseline of responsible efforts.

At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

The winning Vendor must request written approval for changes to the Inclusion Plan once it is agreed upon before contract execution. This includes goals, subcontract awards and efforts. See the attached Contract.

The City seeks providers that have certain social responsibility approaches. First, the workers need to be thoughtful to the many communities, including cultural, racial, economic and language differences, throughout the City. City Light will look for subcontracting arrangements, engagements with appropriate community-based organizations, language skill considerations, and other approaches that evidence an understanding and capacity to sensitively adapt to all those communities.

In addition, the City seeks a Vendor that ensures successful and meaningful participation of women and minority-owned (WMBE) firms. All proposers shall submit a mandatory Inclusion Plan that is provided herein, to detail meaningful subcontracting goals, plans and utilization, mandatory form provided herein, which may be negotiated by the City with the winning Vendor and shall become incorporated into the contract.

The Inclusion Plan is also subject to negotiation with the winning Vendor, and will be incorporated into the contract.

## Priority Hire Support

City Light seeks a Vendor that ensures workforce diversity among the workers that are trained to perform the meter installations, including women, people of color, and those from distressed neighborhoods particularly in Seattle and King County. City Light will seek a Vendor that offers robust and effective training, career opportunities and job placements for such individuals. Various strategies including work with community based organization for referral of such workers, may be valuable towards this objective.

The City of Seattle supports employment for all of our citizens seeking work, including individuals who are typically underrepresented. With this in mind, the City recognizes construction jobs and related work prepare workers for careers with family-sustaining wages.

In January of 2015, the City introduced a new Priority Hire law which includes:

* Prioritizing access for community members from local, distressed zip codes (who are underrepresented in the construction industry) on large City construction projects.
* Providing access to construction training, support services, and employment opportunities for those community members.
* Aspirational goals for a representative percentage of the workforce on those projects to be women and people of color.

Although meter installation is not a direct path into a construction career, City Light supports opportunities to apply these worthwhile concepts and goals for our community.

Toward that end and to support you in this process, we are providing you with a list of related resources.

Considering your workforce needs for this project, please consider Priority Hire workers as a percentage of your overall team[[2]](#footnote-2):

1. Distressed zip codes (zip code map below): %
2. Women: %
3. People of Color: %

Economically distressed ZIP codes in Seattle and King County are based on:

1. People living under 200% of the federal poverty line.
2. High unemployment rate.

Those over 25 without a college degree.

**Economically Distressed ZIP Codes**

|  |  |  |  |
| --- | --- | --- | --- |
| Tier 1 - Seattle  Tier 2 - King County County Line | Tier 1 | Seattle Neighborhood | ZIP Code |
| Tier 1 | Downtown | 98101 |
| Tier 1 | Capitol Hill/Eastlake | 98102 |
| Tier 1 | Downtown/ID | 98104 |
| Tier 1 | Delridge | 98106 |
| Tier 1 | Ballard | 98107 |
| Tier 1 | S. Beacon Hill/South Park | 98108 |
| Tier 1 | Rainier Valley/Rainier Beach | 98118 |
| Tier 1 | Belltown | 98121 |
| Tier 1 | Central District | 98122 |
| Tier 1 | Lake City/Northgate | 98125 |
| Tier 1 | Delridge/High Point | 98126 |
| Tier 1 | Bitter Lake/NW Seattle | 98133 |
| Tier 1 | N. Beacon Hill | 98144 |
| Tier 1 | White Center | 98146 |
| Tier 1 | Rainier Beach/Skyway | 98178 |
| **Tier 2** | **King County Neighborhood** | **ZIP Code** |
| Tier 2 | Kent/Auburn | 98002 |
| Tier 2 | Federal Way | 98003 |
| Tier 2 | Bellevue | 98007 |
| Tier 2 | Federal Way | 98023 |
| Tier 2 | Kent | 98030 |
| Tier 2 | Kent | 98031 |
| Tier 2 | Renton | 98055 |
| Tier 2 | Burien | 98148 |
| Tier 2 | Boulevard Park/Tukwila | 98168 |
| Tier 2 | SeaTac/Tukwila | 98188 |
| Tier 2 | Des Moines | 98198 |
| Source: Community Attributes Inc., Priority Hire ZIP Codes, 2014 |  |  |  |

For further information, please contact:

Jon Bersche

Job and Training Coordinator

Labor Equity Program

City Purchasing and Contracting Services

700 5th Avenue, Suite 4112|PO Box 94687|Seattle, WA 98124-4687

Desk (206) 684-7907 Cell (206) 512-9737 jon.bersche@seattle.gov

## Insurance Requirements

Insurance requirements presented in the Contract shall prevail. Formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful Vendor in the Intent to Award letter. The apparent successful Vendor must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the vendor is selected as a finalist. Vendors may elect to provide the requested insurance documents within their Proposal.

## Effective Dates of Offer

Vendor submittal must remain valid until City completes award. Should any Vendor object to this condition, the Vendor must provide objection through a question and/or complaint to the RFP Coordinator prior to the proposal due date.

## 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).

Vendor/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://www1.leg.wa.gov/LawsAndAgencyRules>).

If you have any questions about disclosure of the records you submit with your bid, please contact City Purchasing at (206) 684-0444.

### 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 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: Julie Salinas at [Julie.Salinas@seattle.gov](mailto:Zuzka.Lehocka-Howell@seattle.gov).

## Cost of Preparing Proposals

The City will not be liable for any costs incurred by the Vendor in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Vendor’s participation in demonstrations and the pre-proposal conference.

## Readability

Vendors are advised that the City’s ability to evaluate proposals is dependent in part on the Vendor’s ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

**9.27.A 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 Purchasing Manager, the Proposer that initiates such contacts may be rejected from the process.

## Vendor Responsibility

It is the Vendor’s responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes.

## Changes in Proposals

Prior to the Proposal submittal closing date and time established for this RFP, a Vendor may make changes to its Proposal provided the change is initialed and dated by the Vendor. No change to a Proposal shall be made after the Proposal closing date and time.

## Vendor Responsibility to Provide Full Response

It is the Vendor’s responsibility to provide a full and complete written response, which does not require interpretation or clarification by the RFP Coordinator. The Vendor is to provide all requested materials, forms and information. The Vendor is responsible to ensure the materials submitted will properly and accurately reflects the Vendor specifications and 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 Vendor after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Vendor but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

## Errors in Proposals

Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Vendor’s obligations to the City.

## Withdrawal of Proposal

A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

## Rejection of Proposals, Right to Cancel

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

## Incorporation of RFP and Proposal in Contract

This RFP and the Vendor’s response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City’s contract with the Vendor.

## Non-Endorsement and Publicity

In selecting a Vendor to supply to the City, the City is not endorsing the Vendors products and services or suggesting that they are the best or only solution to the City’s needs. Vendor agrees to make no references to the City or the Department making the purchase, in any literature, promotional materials, brochures, news releases, sales presentation or the like, regardless of method of distribution, without prior review and express written consent of the City RFP Coordinator.

The City may use Vendor’s name and logo in promotion of the Contract and other publicity matters relating to the Contract, without royalty. Any such use of Vendor’s logo shall inure to the benefit of Vendor.

## Proposal Disposition

All material submitted in response to this RFP shall become the property of the City upon delivery to the RFP Coordinator.

## Ethics Code

Please familiarize yourself with the new code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.



**No Gifts and Gratuities**. Vendors shall not directly or indirectly offer anything of value (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 Vendor. An example is giving tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from Vendors. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

### Involvement of Current and Former City Employees

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer’s name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

### Contract Workers with more than 1,000 Hours

The Ethics Code has been amended to apply to Vendor company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such Vendor company employee covered by the Ethics Code must abide by the City Ethics Code. The Vendor is to be aware and familiar with the Ethics Code, and educate Vendor workers accordingly.

### No Conflict of Interest.

Vendor (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 Vendor performance. The City shall make sole determination as to compliance.

**9.37.4 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](mailto:polly.grow@seattle.gov).

## Registration into City On-line Business Directory

If you have not previously completed a one-time registration into the City On-line Business Directory, we request you register at: <http://www.seattle.gov/html/business/contracting.htm>. The City On-line Business Directory is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases.  Bids are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will be required to register, or you will be added into the system. Women and minority owned firms are asked to self-identify.  If you need assistance, please call 206-684-0444.

# PROPOSAL FORMAT AND ORGANIZATION

## General Instructions:

1. Number all pages sequentially. The format should follow closely that requested in this RFP.
2. The City requires One (1) original, three (3) copies and one (1) CD copy of the response.
3. All cost proposals must be submitted separately from the non-cost proposals in a sealed envelope, clearly identified as such on the envelope.
4. All pricing is to be in United States dollars.
5. If the City has designated page limits for certain sections of the response. Any pages that exceed the page limit may be excised from the document for purposes of evaluation.
6. Please double-side your submittal.
7. Vendors are invited to attach any brochures or materials that will assist the City in evaluation.

## Preferred Paper and Binding

The City requests a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

1. City seeks and prefers submittals on 100% PCF paper, consistent with City policy and City environmental practices. Such paper is available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
2. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a

binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock.

Such binders are also available from Keeney’s Office Supply or Complete Office Solutions.

## Proposal Format

Submit your proposal in the following format and attachments as follows:

1. **Cover letter.** A cover letter, which shall be considered an integral part of the proposal, shall accompany the proposal and be signed by the individual or individuals authorized to bind the Vendor contractually. In signing the cover letter, the Vendor agrees to be bound by the terms of this RFP and its submission. **Legal Name Verification.** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” (i.e. DBA) name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to 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. <http://www.coordinatedlegal.com/SecretaryOfState.html>.
2. **Vendor Questionnaire: This form is mandatory.** Submit this questionnaire, even if you have submitted one to the City on previous solicitations or contracts.



1. **Minimum Qualifications**: This response is mandatory. Using the form embedded below, describe exactly how you achieve each minimum qualification. Attach proof of any license and/or certification, if applicable. Remember that the determination that you have achieved all the minimum qualifications is made from this page. The Buyer is not obligated to check references or search other materials to make this decision however; the City reserves the right, but is not obligated, to obtain clarification from the Vendor if compliance to the minimum qualifications is not clear in the Vendor’s response.

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1. **Management Response**: This response is mandatory.



1. **Proposed Project Solution** (10 pages maximum): Provide a summary of the Vendor’s company background, relevant experience and services offered that are proposed to complete this project. Provide a description of the services and approach you are proposing to meet City Light’s requirements (Section 4). This summary should demonstrate your understanding of City Light’s current state and implementation needs as set forth in this RFP and how your deployment services will support the breadth of requirements for City Light.

Include a brief description (no more than ½ page) of why your company is the best solution for City Light.

1. **Functional Response**: Using the template attached below, respond to each of the functional areas listed. Where appropriate provide as much clarifying information as possible. Note that this file MUST be submitted in Excel format and should not be modified or reformatted in any way. (PDF versions are not acceptable.)

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1. **Detailed Customer References** (3 pages maximum): Provide 3 customer references for your Meter Installation services where the Vendor has deployed the similar or same solution within the past 3 years. These references should demonstrate projects of similar size and scope as Seattle City Light with “in production” functionality as desired within this RFP. Bidders should provide contact information of individuals who can speak to the work completed on referenced projects.
2. **Project Implementation Methodology** (10 pages maximum, plus MS Project Schedule in Appendix): Describe your deployment methodology including practices that allow for contingencies associated with weather or other delays. Include a high-level schedule, with milestones and checkpoints, for the delivery of the AMI Deployment project. Describe each of the services identified in Section 4 of this RFP, how these services will be provided and the deliverables for each service or activity. This should include suggested responsibilities for City Light and expectations for other solution providers.
3. **Standard Statement of Work**: Provide a Statement of Work (SOW), identifying all tasks required to complete the scope of services, including anticipated deliverables and a proposed timeline showing how implementation will be complete within 18 months (or sooner) from the date of the commencement. Identify any additional tasks (e.g., ongoing or one-time) that your firm believes need to be covered in this engagement that were not identified in the RFP by the City under Section 4. Please describe why you believe each additional task is relevant. Identify the responsibilities for City Light. The SOW should not be a simple template or list, but should indicate the specific work which Vendor proposes to provide to City Light.
4. **Pricing Response**: Complete the solution pricing (see below) in its entirety. The document has instructions for the completion of the pricing. This file must be submitted in Excel and not be modified or reformatted in any way. (PDF versions are not acceptable.)

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1. **Inclusion Plan: This form is mandatory.**

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1. **Acceptance & Exceptions to City Contract**: Provide a one-page statement that confirms acceptance of the City Contract (including Terms & Conditions), and represents complete review as needed by the Vendor. If the Vendor has a legal office that must review contract prior to signature, the Vendor must clearly confirm that such review is complete.

If Vendor desires exceptions to the City Contract, attach the City Contract that shows the alternative contract language (print out a version with your suggested new language clearly displayed in a track changes mode). You must provide the alternative language, and not simply list an exception you wish to discuss. You may attach a narrative of why each change is to the benefit of the City and any financial impact. Also attach any licensing or maintenance agreement supplements.

As stated earlier in the RFP instructions, the City will not allow a Best and Final Offer. The City will review the proposed language, and will thereupon either accept or reject the language. The City will then issue a contract for signature reflecting City decisions. Any exceptions or licensing and maintenance agreements that are unacceptable to the City may be grounds for rejection of the proposal

**TABLE 3 – SUBMITTAL CHECKLIST**

Each complete proposal submittal to the City must contain the following:

|  |  |  |
| --- | --- | --- |
| Cover Letter |  |  |
| Legal Name |  |  |
| Vendor Questionnaire | Mandatory |  |
| Minimum Qualifications | Mandatory |  |
| Management Response | Mandatory |  |
| Proposed Project Solution | Mandatory |  |
| Functional Responses | Mandatory |  |
| Detailed Customer References | Mandatory |  |
| Project Implementation Methodology | Mandatory |  |
| Standard Statement of Work | Mandatory |  |
| Pricing Response | Mandatory |  |
| Inclusion Plan | Mandatory |  |
| City Contract Acceptance & Exceptions |  |  |

# EVALUATION PROCESS

The evaluation shall be conducted in a multi-tiered approach. Proposals must pass through each step to proceed forward to the next step. Those found to be outside the competitive range, in the opinion of the evaluation team will not continue forward to the next evaluation round.

**Round 1: Minimum Qualifications and Responsiveness.**

City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Round 2. The Vendor Questionnaire, Equal Benefits and, Minimum Qualifications will also be screened in this round.

**Round 2 - Competitive Screen:**

City Light will score all proposals brought forward after round 1. Those that are not at least within a competitive price range will be eliminated.

**Round 3 –Management & Functional Responses, Project Elements & Pricing Scoring.** City Light will evaluate proposals that successfully pass through the previous Rounds. City Light will evaluate proposals using the criteria below. Those proposals that cluster within a competitive range, in the opinion of the evaluation team, shall continue.

**TABLE 4 – ROUND 3 SCORING**

|  |  |
| --- | --- |
| Criteria | Maximum Points |
| Management Response, Project Elements; Solution, Implementation, Statement of Work and Functional Response | 65% |
| Pricing Response | 25% |
| WMBE Inclusion Plan | 10% |
| Grand Total | 100% |

**Round 4 Demonstrations/Interviews**

City Light, at its sole option, may require that Vendors who remain active and competitive provide a services overview or demonstration in Seattle. Should only a single Vendor remain active and eligible to provide a services overview and demonstration, the City shall retain the option to proceed with that process or may waive this round. Unless waived, all Vendors that remain competitive shall be asked to interview. Vendors shall be provided a script and then be scheduled for a demonstration/interview. If the services overview and demonstration score is not within the competitive range, the City may eliminate the Vendor and discontinue scoring the Vendor for purposes of award.

The Vendor will submit to the RFP Coordinator a list of names and company affiliations who will be attending this event. Vendors are to bring the assigned Project Manager that has been named by the Vendor in the Proposal, and may bring other key personnel named in the Proposal. The Vendor shall not, in any event, bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the City RFP Coordinator.

Demonstrations/Interviews consist of a standalone score. Scores from previous rounds will not be considered. The demonstration/interviews will be worth 100 points.

**Round 5 Top Ranked Finalist (Reference Checks and optional Site Visit)**

**References:** City Light may contact users of the top ranked Vendor(s) product and services for references. References will be used on a pass/fail basis. A negative reference may result in rejection of the Proposal as not responsible. Those Vendors receiving a failed reference may be disqualified from consideration. The City may use any former client, whether or not they have been submitted by the Vendor as references, and the City may choose to serve as a reference if the City has had former work or current work performed by the Vendor. Although the City anticipates completing reference checks at this point in the process, the evaluation committee may contact the client references of the Vendors or other sources in addition to those specifically provided by the Vendor, at any time to assist the City in understanding the product.

**Optional Site Visit**: At City Light’s option, City Light staff may travel to the location of the highest ranked Vendor for an on-site visit and/or to visit identified user site(s) to evaluate real-world use of one or more of the finalist Vendor’s respective solution(s), performance and customer service. Such site visits will be used as a reference, on a pass/fail basis. Transportation costs for City Light staff shall be at the City cost; the City will not reimburse the Vendor for any Vendor costs associated with such visits.

**Repeat of Evaluation Steps**: If no Vendor 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 that were active at that step in the process. In such event, 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 it decides no proposals meet its requirements.

**Points of Clarification**: Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.

**Award Criteria in the Event of a Tie**: In the event that two or more Vendors receive the same total score, the contract will be awarded to that Vendor whose response indicates the ability to provide the best overall service and benefit to the City.

# AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The City RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation. Please note, however, that there are time limits on protests to bid results, and Vendors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

## Protests and Complaints

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City.

## No Debriefs to Vendors

The City issues results and award decisions to all Vendors, and does not otherwise provide debriefs of the evaluation of their respective proposals.

## Instructions to the Apparently Successful Vendor(s)

The Apparently Successful Vendor(s) will receive an Intention to Award Letter from the RFP Coordinator after award decisions are made by the City. The Award Letter will include instructions for final submittals that are due prior to execution of the contract.

## Checklist of Final Submittals Prior to Award

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

* Ensure Seattle Business License is current and all taxes due have been paid.
* Ensure the company has a current State of Washington Business License.
* Supply Evidence of Insurance to the City Insurance Broker if applicable
* Special Licenses (if any)
* Proof of certified reseller status (if applicable)
* Supply a Taxpayer Identification Number and W-9 Form

## Taxpayer Identification Number and W-9

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



# Attachments

For convenience, the following documents have been embedded in Icon form within this document. To open, simply double click on Icon.

## Attachment #1 Insurance Requirements

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## Attachment #2: Contract & Terms and Conditions

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## Attachment #3: Meter Location Data

To be provided upon return of executed NDA document.

1. City Light has less than 1,000 MV-90 meters for C&I customers which will not be exchanged during this project. [↑](#footnote-ref-1)
2. There can be overlap among these classifications. For example, 1 worker could be a woman of color from the distressed zip code list. In that way, she could count toward the percentage in each classification. [↑](#footnote-ref-2)