



THE CITY OF SEATTLE

SEATTLE CITY LIGHT DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

For

Boundary Hydroelectric Project
FERC No. 2144

Information Collection for Relicensing
Pre-Application Document

September 2004

REQUEST FOR PROPOSALS (RFP)

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I. PROJECT BACKGROUND

Introduction

The Seattle City Light Department ("City Light"), which was established in 1910 by the City of Seattle, is managed by Seattle's Mayor and overseen by the nine-person Seattle City Council. It is the seventh largest publicly owned utility in the United States in terms of customers served. It owns significant hydroelectric resources and its 131 square mile service area includes Seattle and several surrounding cities. City Light serves over 345,000 customers and has annual revenues in excess of \$700 million.

Boundary Hydroelectric Project is Seattle City Light's largest generation resource. The Project meets 30 to 45 percent of Seattle's annual needs for electricity, and is a reliable, renewable resource. It has a rated capacity of approximately 1051 MW, consisting of a 340-foot high double curvature, thin arch dam, forebay, intake tunnels and an underground powerhouse containing six turbine generators. In addition, there are several outbuildings housing different support functions and several recreation sites located within the project boundary.

The Boundary Hydroelectric Project is located on the Pend Oreille River in northeastern Washington State, approximately 18 miles above the confluence of the Pend Oreille River with the Columbia River. Down river of Boundary Dam on the Pend Oreille River in Canada there are two hydroelectric projects (Seven Mile and Waneta) and below the confluence of the Pend Oreille River with the Columbia River there are an additional ten hydroelectric developments on the mainstem Columbia.

The Federal Power Commission (later named the Federal Energy Regulatory Commission, FERC) on March 10, 1961, for a period of fifty years issued the original license for the Boundary Project. The City received a major amendment to the Boundary Project license in 1982 for the addition of two generating units to the Project. The license expires on September 30, 2011. The City must initiate the formal Integrated Relicensing Process (ILP) with the filing of its Notice of Intent (NOI) between April 1 and September 30, 2006.

Summary of Work

By way of this RFP, City Light is soliciting consultants to submit proposals for a scope of work that consists of collecting existing project information relevant to the requirements for the FERC-ILP, Preliminary Application Document (PAD): creating both paper and electronic copies of all said information; summarizing each document in an abstract/data sheet; organizing all the information by content title, and delivering all documents to the City.

Later this year, City Light intends to solicit proposals from consultants who are qualified to (a) prepare the documents (including the PAD and the Proposed Study Plan) that must be filed with FERC during the Pre-Application Phase of the Integrated Licensing Process (ILP), and (b) assist the City in shaping and maintaining a strategic approach to successfully managing the relicensing process. In 2007, City Light intends to hire an Independent Technical Consultant to perform the studies in the Study Plan Determination.

Qualifications

The consultant will have the following minimum qualifications:

- ❑ Expert knowledge and experience with information requirements for FERC hydropower licensing processes (Traditional, Alternative, and Integrated), federal National Environmental Policy Act (NEPA), and Section 401 of federal Clean Water Act (401 Certification).
- ❑ Expert knowledge and experience in assessing the relevance of information, related to FERC hydropower licensing processes, NEPA, 401 certification, and comparable federal and Washington State statutes.
- ❑ Expert knowledge and experience in collecting and organizing information related to FERC hydropower licensing processes, NEPA, 401 certification, and comparable federal and Washington State statutes.

II. SCOPE OF WORK

Obtain copies of all pertinent and applicable information needed to complete the PAD for the Boundary Hydroelectric Facility, in accordance with PAD requirements defined by 18 CFR, Chapter I, Part 5, §5.6.

It is important to the City to work directly with interested stakeholders and Tribes in the performance of the ILP process. Therefore, the consultant shall not contact any potential stakeholders or Tribes on behalf of the City for the purposes of this scope of work without explicit approval to do so from City Light.

The City Light Document Standards for all task deliverables are described in **Attachment “B”**.

Task 1 Review Existing Documents:

Review for relevancy, documents already identified by and/or currently in the possession of City Light. These documents include, but are not be limited to, the following Boundary-related documents:

1. Documents referenced in the report titled, “Compilation and Summary of Natural Resources Information for Boundary Hydroelectric Project,” Final Report, dated February 27, 1998, prepared by R2 Resource Consultants, Inc. (R2 Report); [PDF attached to this RFP for bidder purposes.] [Note: Not all references identified in this report are in City Light’s possession.]
2. Dam Safety documents including FERC Part 12 reports;
3. Natural resource-related documents/reports;
4. Engineering documents including original construction records; and,
5. Repository of miscellaneous documents contained in approximately 50 boxes.

Deliverables (Task 1):

- 1.** Provide a list of reviewed documents and identify the documents that in the expert view of the consultant are relevant to the PAD. The City will review the list, and approve/disapprove the copying of the relevant documents. Provide ten (10) hard copies and two (2) electronic CD-R copies (PDF format) of the list.
2. Provide three (3) complete hard copies of each relevant document.
3. Provide three (3) complete PDF copies of each relevant document on 3 separate CD-Rs.

Task 2 **Determine Further Information that Needs to be Gathered:**

Based on Task 1 above, and the consultant's expert knowledge of the FERC's information requirements, prepare a letter report that describes required PAD information that is not currently in the City's possession. Cite applicable regulations to describe why specific information should be gathered in accordance with current FERC-ILP PAD requirements as defined by 18 CFR, Chapter I, Part 5, §5.6.

Deliverables (Task 2):

1. Provide a draft letter report describing additional information to be collected, and professional opinions regarding compliance with and applicability to FERC-ILP PAD requirements. The City will review the draft letter report and provide comments to the consultant regarding the information to be gathered and the protocols for communicating with Stakeholders and Tribes.
2. Based on comments from the City, provide a final letter report describing proposed additional information and the protocols for communicating with Stakeholders and Tribes.
3. Provide ten (10) hard copies of draft letter report for City review; and, provide ten (10) hard copies and two (2) electronic CD-R copies (PDF format) of final letter report.

Task 3 **Literature Research and Review:**

Based on Task 2, above, obtain required information from all available sources, including but not limited to regulatory agencies, FERC-compliance records, and other City of Seattle Departments.

Deliverables (Task 3):

1. Provide three (3) complete hard copies of each document.
2. Provide three (3) complete PDF copies of each document on 3 separate CD-Rs.
3. Provide a recommended list of documents for PAD content based on the following content titles (**Note:** some documents may apply to several categories). The recommended list shall be organized according to general content title followed by a list of applicable documents (Tasks 1 through 3, inclusive).

The following content titles shall be used for this task. Any additional general content titles shall be pre-approved by the City.

- Geology and soils (G)
- Water resources (WQ)
- Fish and aquatic resources (F)
- Wildlife resources (W)
- Recreation and land use (R)
- Historic, cultural, and archaeological (H)
- Botanical resources (B)
- Visual (V)

-

Task 4 **Abstracts and Database Compilation of Information**

The City will provide a copy of the Microsoft® Access97 database file containing all the R2 Report abstracts, reports, tables, and document form (template). The consultant will create new document abstracts using the template as shown in Attachment "C". None of the R2 Report abstracts shall be

redone, duplicated or revised. The consultant shall add new document abstracts to the database file collected from Tasks 1 through 3, inclusive, consistent with the R2 Report abstracts and create a new menu-driven, graphical user interface (GUI) for easier record retrieval, search results, and printing.

Deliverables (Task 4):

1. Produce draft and final abstracts of all new documents as pre-approved by the City based on completion of Tasks 1, 2, and 3 using the City-furnished Microsoft® Access97 database.
 - (a) Provide ten (10) sets of draft, hard copy abstracts for City review; and, if required, provide ten (10) sets of final hard copy abstracts.

2. Program menu-driven GUI for Microsoft® Access97 to create a searchable database with menu options to include, at a minimum, content titles (for example, fisheries, water quality), key words (for example, survey, temperature), date range, author, affiliation, and possibly others. The completed program shall be robust and capable of searching the database with query menu(s) that present (on screen) and print results as a bibliography and/or complete set of abstracts.
 - (a) Abstracts, bibliography, and associated information shall be stored and easily searchable in the same database.

3. Provide two (2) electronic CD-R copies of the revised Microsoft® Access97 database file to the City.

III. Term of Contract and Budget

The term of the contract shall extend from the date of execution by the Superintendent of Seattle City Light, or designee, through **March 31, 2005**.

SCL, may at its option, amend the original contract for scope, time, and funding, subject to the continuing appropriation authority by the Seattle City Council.

IV. RFP Schedule

City Light intends for the selection process to proceed as outlined below; however, it reserves the right to modify the dates herein if necessary.

Activity	Date
Release RFP	September 9, 2004
Last day for requests for Clarification	September 17, 2004
Addendum/Clarification Issued	September 22, 2004
Proposals due	October 1, 2004
Finalists Notified	October 6, 2004
Interview Finalists	October 12 and 13, 2004
Apparent Consultant Selected	October 15, 2004
Contract Negotiations Initiated	October 18, 2004
Contract Negotiations Completed	October 22, 2004
Contract Executed	October 25, 2004

V. PROJECT SCHEDULE

The project schedule, and due dates for deliverables, will be developed during contract negotiations with the selected firm.

VI. ADMINISTRATIVE REQUIREMENTS

A. Objective of Request for Proposals (RFP)

The objective of this Request for Proposal is to provide sufficient information for consultants to submit proposals. The Request for Proposal is neither a contractual offer nor a commitment by City Light to purchase services.

Consulting firms must be bona-fide providers of the services being requested, and have the capacity to perform the scope of work. To be responsive to this request, information submitted by consultants must conform to the procedures, format, and content requirements outlined in this RFP. Failure to do so may result in the respondent being declared non-responsive.

B. Submission

An original and **TEN (10)** copies of your proposal must be received no later than **5:00 p.m. PST, Friday, October 1, 2004** at the following address:

**Michele Lynn
Seattle City Light
Seattle Municipal Tower
700 Fifth Avenue, Suite 3300
P.O. Box 34023
Seattle, WA 98124-4023**

Proposals may be either mailed to the above address or hand delivered **to Room 3540 of the Key Tower building, attention Michele Lynn**. City Light is not responsible for late delivery caused by the U.S. Postal Service or other carriers. **Any proposal received after the deadline will be not be evaluated.**

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal. Prospective consultants shall, whenever practicable, use recycled content paper for all documents submitted to the City. Proposal should be prepared simply and economically and give a straightforward and concise description of the consultant's capabilities to satisfy the requirements of the project. Special bindings, colored displays, etc. are not necessary. Emphasis should be placed on completeness and clarity of content.

C. Requests for Information/Addenda

Any requests for clarification or additional information regarding this RFP shall be submitted **in writing** no later than **5:00 p.m. PST, Friday, September 17, 2004** to: _

**Michele Lynn
Seattle City Light
Seattle Municipal Tower
700 Fifth Avenue, Suite 3300
P.O. Box 34023
Seattle, WA 98124-4023**

**Phone: 206-386-4578
FAX: 206-386-4589
Email: michele.lynn@seattle.gov**

In order for a prospective consultant to be notified of clarifications or addenda to the RFP, prospective consultants must provide contact information to the address listed above, by **5:00 p.m. PST, Friday, September 17, 2004**. Contact information should include the name of the firm's contact, mailing address, telephone number, FAX number and e-mail address, and the preferred method for receiving possible clarifications or addenda.

Any responses provided by City Light to questions and requests for clarification will be made in writing, without identification of the prospective consultant making the request. City Light's responses shall be transmitted to all prospective consultants who provide contact information, as outlined above, by **5:00 p.m. PST, Wednesday, September 22, 2004**. Such clarification given by City Light may become an addendum to the RFP.

If it becomes necessary to revise any part of this RFP, an addendum will be issued by City Light and provided to all Proposers who provide contact information, as outlined above, by **5:00 p.m. PST, Wednesday, September 22, 2004**.

Consultants should refrain from initiating contact with any City representatives, other than **Michele Lynn**, for the purpose of obtaining information for use in preparation of a proposal, or for information about the status of this RFP process following proposal submission. Disregarding this directive may result in the respondent being declared non-responsive or otherwise disqualified.

D. Respondent Responsibility for Costs

Consultants shall be fully responsible for all development and submission costs, and any other costs associated with its response to this RFP.

City Light does not assume any contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a consultant, the evaluation of an accepted proposal, or the selection of any finalists.

E. Changes or Withdrawal

A consultant may withdraw or modify its proposal any time before the due date by written request, signed in the same manner and by the same person who signed the proposal.

F. Disposition

All materials submitted in response to this RFP, except for proprietary material, shall become the property of City Light upon delivery, which reserves the right in its sole discretion to use without limitation, any and all information, concepts and data contained therein. The content of all

proposals will be held confidential until the selection of a consultant is made. Any proprietary data must be clearly marked.

Provisions of this RFP and the contents of the successful response are considered available for inclusion in final contractual obligations.

Any proprietary information submitted to City Light as part of a proposal must be separately bound and clearly designated with the words "PROPRIETARY INFORMATION." Appropriate references to this information must appear in the body of the proposal. An entire proposal marked "PROPRIETARY INFORMATION" will be declared non-responsive.

City Light, as a department of the City of Seattle, is required by law to make its records available for public inspection, with certain exceptions, per Chapter 42.17 RCW. While it is the City's belief that this legal obligation would not require the disclosure of proprietary documents, Prospective consultants recognize and agree that City Light and the City shall not be responsible or liable in any way for losses that prospective consultants may suffer from disclosure to third parties of any submitted materials.

G. Right to Reject Proposals

City Light reserves the right to reject any and all proposals with no penalty and to waive any formality in proposals received, to waive immaterial defects and minor irregularities in proposals, to accept or reject any or all of the items in the proposals, and to award the contract in whole or in part if it is deemed in City Light's best interest.

H. Access Agreements

The selected consultant shall be required to:

1. Furnish all tools, equipment, supplies, supervision, transportation, and other accessories, services, and facilities.
2. Furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of, the completed work.
3. Provide and perform all necessary labor.
4. Execute and complete all specified work with due diligence, in accordance with good technical practice and the requirements, stipulations, provisions, and conditions of this RFP and the resultant contract.

I. Local and State Requirements

The consultant selected as a result of this RFP must have a valid City of Seattle Business License prior to final execution of the contract. Consultants may contact the City of Seattle's Department of Finance (Revenue and Consumer Affairs) at (206) 684-8484 to obtain a Seattle Business License.

The consultant selected as a result of this RFP must have been authorized to do business in the State of Washington prior to final execution of the contract and shall be required to provide a Washington State Unified Business Identifier (UBI) number. Information on obtaining authorization to do business in the State of Washington should be addressed to the Washington State Department of Revenue at 1-800-647-7706.

The laws of the State of Washington shall govern the contract executed between the selected consultant and City Light, and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be the City of Seattle, State of Washington; in the event of litigation, the exclusive venue and place of jurisdiction shall be the Superior Court for King County, Washington.

J. Non-Discrimination in Employment, Contracting, and Benefits

The consultant that is selected as a result of this Request for Proposals will be required to comply with all applicable federal, state, and local non-discrimination laws, particularly the requirements of Seattle Municipal Code Ch. 20.44.

Non-Discrimination in Employee Benefits: The contract entered into as a result of this Request for Proposal will be subject to the requirements of Seattle Municipal Code Ch. 20.45 and related rules, under which the consultant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the consultant provides to its employees with spouses. For more information, see the City's website at <http://www.cityofseattle.net/contract/equalbenefits>.

K. Women and Minority Business Enterprise Participation

The City encourages the use of Women and Minority Business Enterprises as subconsultants and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

L. Invoicing and Payment Schedule

Deliverables under the contract shall be submitted to Barbara Greene according to a schedule to be agreed upon. Upon acceptance of each deliverable the consultant may submit invoices for payment in accordance with a schedule to be negotiated.

M. Insurance Requirements

The selected consultant will be required to obtain and maintain continuously, at no expense to City Light, a policy or policies of insurance with the minimum coverages listed below. The selected consultant will be required to produce evidence of insurance, in a form acceptable to City Light, prior to execution of the contract. Furthermore, the selected consultant will be required to have the City named as an additional insured on its General Liability Insurance policy.

1. **Commercial General Liability Insurance:** A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy(ies) must provide the following minimum coverage:

Bodily Injury and Property Damage

- \$1,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 100,000 Fire Damage

Stop Gap/Employers Liability:

- \$1,000,000 Each Accident
- \$1,000,000 Disease – Policy Limit
- \$1,000,000 Disease – Each Employee

2. **Business Automobile Liability Insurance:** A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$ 300,000 per accident

3. **Errors and Omissions Liability Insurance:** A policy of Errors and Omissions Liability Insurance appropriate to the consultant’s profession. Coverage should be for a professional error, act or omission arising out of the scope of services shown in the contract. The policy form may not exclude Bodily injury or Property damage. The minimum limit of coverage shall be \$1,000,000 per Claim/Aggregate

4. **Worker’s Compensation:** A policy of Worker’s Compensation.

VII. SELECTION CRITERIA/ EVALUATION PROCESS

A. Selection Criteria

Consultants will be evaluated using the following weighted criteria

Maximum Score	Criteria
20%	Project approach. (See VIII. Format and Content, Section 3 below)
40%	Relevant experience of the firm (and subconsultants used) in performance of similar projects. Includes references. (See VIII. Format and Content, Sections 4 and 5 below)
10%	Cost. (See VIII. Format and Content, Section 6 below)
30%	Interview

B. Evaluation Process

1. All proposals received by the deadline will be reviewed for responsiveness to the requirements of this RFP. Proposals deemed to be non-responsive will be rejected. Each consultant firm will be notified in writing as to acceptance or rejection of his/her proposal. City Light plans to release such letters within seven (7) days of the submission date. It may delay this action if it is deemed to be in the best interest of the City.

2. All proposals found to be responsive to the major administrative requirements of this RFP will be evaluated and ranked by the Selection Committee. Each accepted proposal shall be evaluated and scored using the Evaluation Criteria listed in VII.A., above.
 - (a) City Light may conduct reference checks in the course of evaluating proposals and reserves the right to contact references other than those provided by a prospective consultant.
3. The consultant(s) whose proposal(s) receives the highest score(s) will be invited for a finalist interview (if deemed necessary). City Light will conduct reference checks for the finalist(s). Raters will assign points based on performance of Consultant personnel during an Interview. **The City requires that those who represent the Consultant at the interview will be the same persons who will perform the work.**
4. The Selection Committee will make the final selection of the firm. All firms that submitted proposals shall be notified of the final result of the selection process.

VIII. FORMAT AND CONTENT

To accelerate and simplify the evaluation process and to ensure that each proposal receives the same orderly review, all proposals must follow the format described in this section. Proposals shall contain all elements of the information requested. Exceptions must be fully explained by the prospective consultant. A proposal lacking one or more elements may be rejected as incomplete, if the Selection Committee does not consider the explanation as sufficient or compelling.

The proposal shall be a single document consisting of the following elements: (Note: one side of a page is considered one page.)

- | | |
|------------|--|
| Section 1. | Letter of Interest |
| Section 2. | Administrative Information |
| Section 3. | Project Approach, Including Project Timeline |
| Section 4. | Consultant Project Team |
| Section 5. | Firm Experience and References |
| Section 6. | Cost Proposal |
| Section 7. | Exceptions to this RFP and the City's Boilerplate Contract |

Detailed requirements and directions for preparation of each section are outlined below.

Section 1: Letter of Interest

To be no more than two (2) pages long. The letter of interest may contain any information not shown elsewhere in the proposal.

Section 2: Administrative Information

To be no more than one (1) page long, plus an organizational chart. Provide the following information relative to your firm and for any subconsultant listed in your proposal.

1. Firm name and business address, telephone number, FAX number, e-mail address, and web-site address, if any.
2. Year established, include former firm names and year established (if applicable).
3. Type of ownership (sole proprietorship, partnership or corporation—list state in which incorporated) and parent company, if any.
4. The firm's organizational chart.
5. Washington State Unified Business Identifier (UBI) Number.
6. City of Seattle Business License Number.
7. Name, address, and telephone number of the Project Manager and the authorized negotiator(s) for the firm. The authorized negotiator would be the person who is empowered to make binding commitments for the prime consultant and its subconsultants.

Section 3: Project Approach, Including Project Timeline

To be no more than five (5) pages long. Discuss and clearly explain the methodology that your firm proposes to achieve the required results for this project.

1. Discuss your firm's approach to developing and completing the tasks and work products described in the Scope of Work in Section II of this RFP. Provide a clear description of how the tasks will be accomplished and the methods that will be utilized to complete the scope of work. Include in your description any innovative ideas and suggestions for (a) accomplishing the stated scope of work, or (b) improving the scope of work.
2. Provide a preliminary project timeline in the form of a Gantt Chart, no longer than one page, including major tasks and milestone dates.

Section 4: Consultant Project Team

To be no more than five (5) pages long. Describe the proposed project team, including the organization of the team, and the responsibilities of each member. At a minimum, include the following:

1. Proposed staffing requirements and key individuals to be assigned to this project. List the title of the position, the name of the individual to be assigned, the extent of involvement of the assigned individual during each part of the project expressed as a percentage (100% = full time), and address the individual roles and responsibilities of each member.
2. Discuss the experience and skills each team member would bring to the project. A resume may be submitted for each team member (resumes must be limited to 2 pages/person). At a minimum, the document must show each member's educational and work experience that indicates why they have the expertise to perform this review.

3. The Proposer shall indicate if any proposed team member is currently doing work or has done prior work for City Light either as a City Light employee (permanent or temporary), and/or under contract with City Light.
4. Provide an organization chart for the project team, including the subconsultants' roles.

Section 5: Firm Experience and References

1. The Proposer shall list all projects previously performed, currently being performed, or to be performed under contract with City Light.
2. Provide a list of projects of similar magnitude, complexity, and focus that the prime consultant has performed in the last seven (7) years. List at least three (3) but no more than five (5) projects. Include a brief description of each project listed (not more than one (1) page per project). The descriptions should specify the services provided, contract amount, and any other pertinent information. In addition, the name, address, and phone number of the client's project manager must be provided as a reference. References will be used to verify the accuracy of information provided by the respondents and may lead to adjustment of the scoring of respondents. City Light reserves the right to contact references other than those provided by a prospective consultant.
3. For each project, provide the name, title, telephone and FAX numbers of an employee at your firm who is knowledgeable about the project and who may be contacted by City evaluators.

Section 6: Cost Proposal

Cost is an important factor and City Light expects each Proposer to submit a reasonable cost estimate, keeping in mind that City Light is a public entity with limited resources. Because the volume of information to be assembled will not be known until the information gathering is well under way, SCL will compare consultants cost proposals for performing Task 1 of the Scope of Work only.

In addition to the description of Task 1 provided in the Scope of Work, Consultants shall base their cost proposals for Task 1 based on the following assumption:

- items 2 through 5 each involve review of 40 reports, with each report being 200 pages

At a minimum, cost proposals must identify:

- A proposed cost for each of the three (3) Task 1 deliverables identified in the Scope of Work
- Staff hours and salary rates for each task for personnel who will perform services;
- Proposed provisional overhead and profit rates; materials; travel costs; equipment usage charges (rate and total cost);
- Copy of your firm's overhead schedule for 2003 (which will be unaudited);
- Copies of your firm's FAR audited overhead schedules for 2002 and 2001 (these audited schedules can come from WSDOT, DCAA or Independent Auditors); and

- A listing of the position titles associated with the employee names assigned to the project.

Please note that the City may request additional information regarding sub-consultant rates and charges during contract negotiations.

Section 7. Exceptions to this RFP and the City's Boilerplate Contract

In this section, prospective consultant's must identify and explain any exceptions to this RFP and the City's Boilerplate Contract which is attached to this RFP as Attachment A. If exceptions are requested to the RFP or the Contract boilerplate, cite the activity involved, the exception taken, and alternate language. **If no exceptions are requested, so state.**

The contract that is awarded as a result of this RFP will be awarded in a manner that will comply with all applicable laws of the United States, State of Washington, the City Charter, and Ordinances of the City of Seattle.

ATTACHMENT "A"

Consultant Contract Boilerplate



The City of Seattle SEATTLE CITY LIGHT DEPARTMENT CONSULTANT CONTRACT FOR

[Insert brief, descriptive title for the consultant service]

This Contract is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, through its Seattle City Light Department, as represented by the Superintendent of Seattle City Light; and *[insert name and address of Consultant]*, a *[insert appropriate type of business: e.g., partnership, sole proprietorship, limited liability company, corporation]* of the State of *[*insert state in which the corporation is chartered]*, and authorized to do business in the State of Washington.

Section 1: TERM OF CONTRACT

The term of this Contract shall begin when fully executed by all parties, and shall end on _____, 200__, unless terminated earlier pursuant to the provisions hereof.

Section 2: TIME OF BEGINNING AND COMPLETION

The Consultant shall begin the work outlined in the "Scope of Work" section ("the Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete.

Time limits established pursuant to this Contract shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for its convenience or for conditions beyond the Consultant's control.

Section 3: SCOPE OF WORK

In developing a scope of work, a relationship should be established between the SCOPE OF WORK in this section, including work tasks and deliverables, and the PAYMENT section, including dollar amounts, associated fees, charges, and reimbursable costs.

The provisions of the SCOPE OF WORK may be located either within this section, or as an attachment to the Contract. Select one of the two options below and delete the other. The standard Scope of Work provision below must also be included in this section.

[Option No. 1] The Scope of Work of this Contract and the time schedule for completion of such work is as follows: *[Insert Scope of Work within this Section]*

[Option No. 2] The Scope of Work of this Contract and the time schedule for completion of such work is as described in Exhibit ____, which is attached to and made a part of this Contract.

The Work shall, at all times, be subject to the City's general review and approval. The Consultant shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g., a detailed outline of completed Work) as may be pertinent, necessary, or requested by the City to determine the adequacy of the Work or the Consultant's progress.

Section 4: PAYMENT/PAYMENT PROCEDURES

[payment provisions will be inserted by the SCL Lead Contract Administrator after review of the Consultant's schedule of fees and cost breakdown]

Payments under contracts negotiated on the basis of cost shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), the provisions of which are incorporated herein by reference.

Section 5: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

All official notices under this Contract shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to City:
The City of Seattle, Seattle City Light Department
Attention: _____
700 Fifth Avenue, PO Box 34023
Seattle, WA 98124-4023

If to the Consultant: **[Insert Project Manager's name, title, address, phone number]**

Section 6: FINAL CONSULTANT CONTRACT PAYMENTS REPORTING REQUIREMENTS

Within 30 calendar days after final payment has been made to the Consultant for the Work, the Consultant shall submit to the City a completed "Final Consultant Contract Payments Reporting Form," in the form attached to this Contract or as revised hereafter by the City.

Section 7: EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

- B. The Consultant shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefor, a report of the affirmative action taken by the Consultant in implementing the requirements of this section, and will permit access to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of this section.
- C. If, upon investigation, the Director of Executive Administration finds probable cause to believe that the Consultant has failed to comply with any of the requirements of this section, the Consultant shall be so notified in writing. The Director of Executive Administration shall give the Consultant an opportunity to be heard, after ten calendar days' notice. If, after the Consultant's opportunity to be heard, the Director of Executive Administration still finds probable cause, he/she may suspend the Contract and/or withhold any funds due or to become due to the Consultant, pending compliance by the Consultant with the requirements of this section.
- D. The City encourages the use of women and minority employees and apprentices on all City contracts and encourages outreach efforts in employment opportunities. Outreach efforts may include use of targeted solicitation lists, advertisements in publications directed to underrepresented communities, providing student internships or apprentice opportunities, noting the Consultant's Equal Employment Opportunity (EEO) policy in solicitations, emphasizing EEO and outreach policies within the company, and using the services of available minority community and public organizations to perform outreach.
- E. Upon request by the Department of Executive Administration, the Consultant shall submit EEO Reports in the form specified by the City, detailing actual employment data for the Consultant and for any and all subcontractor(s) utilized for the Work.
- F. The Consultant, by executing this Contract, is affirming that the Consultant complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.44 as incorporated in this Contract. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Contract for which the Consultant may be subject to damages and sanctions provided for by the Contract and by applicable law.
- G. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Contract.

Section 8:

These sections apply to all consultant contracts estimated to cost \$38,000 or more. This section should be deleted for any contract estimated to cost less than \$38,000 and the word "Reserved" typed in place of the Section title above ["Section 8: Reserved"] Refer to Section 6.90.040 of the City's General Rules for Consultant Contracting for guidance regarding these provisions.

- A. The Consultant shall comply with the requirements of SMC Ch. 20.45 that obligate the Consultant to make the same or equivalent benefits ("equal benefits") available to its employees with domestic partners as the Consultant makes available to its employees with spouses. At the City's request, the Consultant shall provide complete information and verification of the Consultant's compliance with SMC Ch. 20.45. The equal benefit provisions of SMC Ch. 20.45 do not apply to subcontractors used under this Contract.
- B. Any violation by the Consultant of the provisions of SMC Ch. 20.45 shall be a material breach of the Contract, for which the Consultant shall be subject to the remedies thereunder, including but not limited to payment of liquidated damages in the amount of \$ ___ for each calendar day the Consultant is in violation of SMC Ch. 20.45 during the term of the Contract, termination of the Contract, disqualification of the

Consultant from bidding on or being awarded a City contract for a period of up to five (5) years, and/or other remedies specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

Section 9: EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. **General:** The City encourages the use of Women and Minority Business Enterprises (“WMBEs”) as subconsultants and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

The Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

- B. **Non-Discrimination:** The Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- C. **Record-Keeping:** The Consultant shall maintain, for at least 12 months after the expiration or earlier termination of this Contract, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Contract. The City shall have the right to inspect and copy such records.
- D. **Sanctions for Violation:** Any violation of the mandatory requirements of the provisions of this section (sub-sections B and C) shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Contract and by applicable law.

Section 10: OTHER LEGAL REQUIREMENTS

- A. **General Requirement:** The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Consultant shall specifically comply with the following requirements of this section.
- B. **Licenses and Similar Authorizations:** The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. **Use of Recycled Content Paper:** The Consultant shall use, whenever practicable, recycled content paper on all documents submitted to the City, in accordance with SMC 3.38.904.
- D. **Americans with Disabilities Act:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

- E. Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies.

Section 11: INDEMNIFICATION

The Consultant does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Contract to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Contract by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Contract.

Section 12: INSURANCE

No insurance certification is required. However, Consultant agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated consultants and workers compensation insurance as may be required by Washington State statutes.

Insurance certification required. See Addendum "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

Section 13: AUDIT

Upon request, the Consultant shall permit the City, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of the Consultant, any subconsultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City or Agency selects. The Consultant shall supply the City with, or shall permit the City and/or Agency to make, a copy of any books and records and any portion thereof. The Consultant shall ensure that such inspection, audit and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.

Section 14: CONTRACTUAL RELATIONSHIP

The relationship of the Consultant to the City by reason of this Contract shall be that of an independent contractor. This Contract does not authorize the Consultant to act as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

Section 15: ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign or subcontract any of its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Contract. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Consultant from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

Section 16: INVOLVEMENT OF FORMER CITY EMPLOYEES

- A. The Consultant shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.

- B. The Consultant shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who:
 - (1) was a City officer or employee within the past twelve (12) months; and
 - (2) as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

Section 17: NO CONFLICT OF INTEREST

The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

Section 18: ERRORS & OMISSIONS; CORRECTION

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Contract. The Consultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract.

Section 19: INTELLECTUAL PROPERTY RIGHTS

The Consultant hereby assigns to the City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Contract or any subcontract hereunder. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by Consultant that was created or produced separate from this Contract or was preexisting material (not already owned by the City), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

All materials and documents prepared by the Consultant in connection with the Work are instruments of service and the Consultant shall retain the copyright (including the right of reuse) whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Consultant for the City under this Contract. If requested by the City, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the Work, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the project, or on any other project.

Section 20: CONFIDENTIALITY

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Contract. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

Section 21: EXTRA WORK

The City may desire to have the Consultant perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" section of this Contract. This will be considered extra work, supplemental to this Contract, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Contract or an amendment.

Section 22: KEY PERSONS

The Consultant shall not transfer or reassign any individual designated in this Contract as essential to the Work, without the express written consent of the City, which consent shall not be unreasonably withheld. If, during the term of this Contract, any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Contract.

Section 23: DISPUTES

Any dispute or misunderstanding that may arise under this Contract concerning the Consultant's performance shall first be resolved through amicable negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager, or if necessary shall be referred to the Director of Executive Administration and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties

may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

Section 24: TERMINATION

- A. **For Cause:** The City may terminate this Contract if the Consultant is in material breach of any of the terms of this Contract, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. **For Reasons Beyond Control of Parties:** Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- C. **For City's Convenience:** The City may terminate this Contract at any time, without cause and for any reason including the City's convenience, upon written notice to the Consultant.
- D. **Notice:** Notice of termination pursuant to this section shall be given by the party terminating this Contract to the other not less than five (5) business days prior to the effective date of termination.
- E. **Actions Upon Termination:** In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract.

Upon termination for any reason, the Consultant shall provide the City with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided, however, that the City shall indemnify and hold the Consultant harmless from any claims, losses or damages to the extent caused by modifications made by the City to the Consultant's work product.

Section 25: MISCELLANEOUS PROVISIONS

- A. **Amendments:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. **Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- D. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

- E. Captions: The titles of sections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.
- H. Entire Contract: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Consultant prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.
- I. Negotiated Contract: The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their representatives affix their signatures below.

CONSULTANT

**THE CITY OF SEATTLE
SEATTLE CITY LIGHT DEPARTMENT**

By _____

Signature _____ Date _____

Title

By _____

Signature _____ Date _____

JORGE CARRASCO, Superintendent

City of Seattle Business License Number: _____

Washington State Unified Business Identifier Number (UBI): _____

Federal Tax ID Number: _____

Attachment: *Final Consultant Contract Payments Reporting form*

The City of Seattle
 Department of Executive Administration
 Contracting Services Division

Final Consultant Contract Payments Reporting Form

(to be completed within 30 days after final payment has been made to the Consultant)

Contract Title	Contract #:
Consultant's Business Name	Phone Number
List the Business Name of <u>all</u> Sub-Consultants Providing Work of \$5000 or more under this Contract.	Total Dollar Amount Paid
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Net Amount Paid to the Consultant (Total amount paid to the consultant minus the amount paid to sub-consultants)	\$

Signature _____	Name _____	Title _____	Date _____
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Instructions: Within 30 days after final payment to the Consultant, the consultant should fill in the information requested above, indicating the dollar amount of work that was paid to each sub-consultant on this contract, and the net amount paid to the Consultant (total amount paid to the Consultant minus the amount paid to sub-consultants). If additional space is needed, please photocopy this form.

Return of Completed Form: Please return the completed form within 30 days of final payment to the Consultant by one of the following methods:

- **FAX** (206) 684-4511, or
MAIL the form to: City of Seattle, Department of Executive Administration
 Contracting Services Division
 Suite #4112 Key Tower
 700 5th Avenue, PO Box 94687
 Seattle, WA 98124-4687

Questions: If you have any questions about this form, please call (206) 684-0430.

Revised: 2/2/04

Section 12: INSURANCE (continued)

“INSURANCE REQUIREMENTS AND TRANSMITTAL FORM.”

A. Insurance Required: The Consultant shall obtain and thereafter maintain continuously throughout the term of this Contract, at no expense to the City, the insurance enumerated below. The City reserves the right to require the filing of evidence of insurance coverage to determine the Consultant's compliance with these requirements.

1. Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy or policies must provide the following minimum coverage:

Bodily Injury and Property Damage

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence
\$ 100,000 Fire Damage

Stop Gap/Employers Liability:

\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

Each policy shall be endorsed (by a blanket endorsement or otherwise) to include The City of Seattle, its employees and agents as additional insureds; shall include a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought; and shall provide that its limits of liability shall not be cancelled without forty-five (45) calendar days prior written notice to the City, except for cases of non-payment of premiums, in which case prior notice shall not be less than ten (10) calendar days. In addition, the Consultant's insurance shall be primary and non-contributory to any coverage maintained by the City. The limits of such insurance shall not, however, limit the liability of Consultant hereunder. The Consultant shall promptly notify the City when the Consultant becomes aware of any material reduction in the aggregate limits of any insurance coverage required under this Contract.

2. Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy or policies must provide the following minimum limit:

Bodily Injury and Property Damage -
\$ 300,000 per accident

3. Errors and Omissions Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional negligent error, act or omission arising out of the scope of services shown in the Contract. The policy form may not exclude:

- Bodily injury or Property damage
- Claims arising out of pollution for environmental work[†]
- Construction Administration or Management Services[†]
- Laboratory analysis[†]

[†]Only required if such services are to be performed under this Contract.

The minimum limit of coverage shall be \$1,000,000 per Claim/Aggregate.

4. Worker's Compensation: Worker's Compensation as required by applicable state law in the jurisdictions in which the Consultant is doing business.
- B. Claims Made Form and Deductibles: If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Contract. The policy shall state that coverage is "claims made," and state the retroactive date. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Contract, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail"); or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.
- Any deductible or self-insured retention must be disclosed on the required certificate and is subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Consultant.
- C. Evidence of Insurance: If evidence of insurance coverage is required, the Consultant shall provide the City's Risk Management Administrator and Superintendent of Seattle City Light with an original standard form ACORD Certificate of Liability Insurance with attached declaration page to verify Errors and Omissions liability coverage, signed by a licensed insurance agent or broker authorized to do business in the State of Washington, showing the insuring company and policy effective dates. The City reserves the right to obtain a copy of any policy required by this Contract, including all forms and endorsements.
- D. Insurance Policy Rating: All policies shall be issued by a company rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker), and shall be subject to approval by the City.
- E. Self-Insurance: If the Consultant is self-insured for any of the risks for which insurance is required, the Consultant shall so indicate in a letter signed by an authorized representative of the Consultant, indicating whether the self-insurance is actuarially funded and the fund limits, along with an original standard form ACORD Certificate of Liability Insurance signed by a licensed insurance agent or broker authorized to do business in the State of Washington evidencing excess coverage required to meet the requirements of this Contract. All self-insurance is subject to the City's prior approval, and the City reserves the right to request documentation in addition to that stated in this paragraph to determine the acceptability of any self-insurance.

- F. Subconsultants: The Consultant shall ensure that each of its subconsultants names The City of Seattle, its employees and agents as additional insureds on any liability and property insurance maintained with regard to the Work, and that all insurance policies shall be made available to the City for inspection upon request.

ATTACHMENT "B"

DOCUMENT STANDARDS

A. Seattle City Light Document and Software Standards:

1. Office Automation: Microsoft Office 97 including Word, Excel, ACCESS, PowerPoint, and Photo Editor 3.0
2. Database Client: Oracle
3. Document Reader: Adobe Acrobat Reader 5.05 fp1
4. Web Browser: Internet Explorer v6.0
5. Operating System: Windows XP
6. Project Mgmt: Microsoft Project 2002
7. CAD/CAM: Autocad (R14)
8. Graphics: Visio v5.0 Professional
9. Scan/OCR: Paperport, Caere Omnipage, HP Scanjet

ATTACHMENT “C”

ACCESS DATABASE CONTENTS

Successful consultant team will be provided with a copy of the Access database file.

The database file contains the following information and templates:

- A. List of Boundary Documents as one (1) table. Currently, 351 documents are listed in the database.
- B. Document Entry Form (1) as attached titled “New Boundary Documents.”
- C. Bibliography List and Document Report (Abstract) as attached and titled “Document Review – Seattle City Light Boundary Project.” Bibliography and Abstract represented as two (2) Reports in database.
- D. No Queries, Macros, or Modules were developed by previous consultant.
- E. No security user-level established. City will determine and implement this database attribute in the future.

ATTACHMENT “D”

“Compilation and Summary of Natural Resources Information for Boundary Hydroelectric Project,” Final Report, dated February 27, 1998, prepared by R2 Resource Consultants, Inc. (R2 Report); [PDF attached to this RFP for bidder purposes].

(download here: http://www.seattle.gov/light/News/RFI_RFP/RFP_BoundaryInfo.htm)