



THE CITY OF SEATTLE

SEATTLE CITY LIGHT DEPARTMENT

REQUEST FOR QUALIFICATIONS (RFQ)

For

**GENERAL CONSULTANT FOR
HYDROELECTRIC RELICENSING**

October 2002

General Consultant for Hydroelectric Relicensing REQUEST FOR QUALIFICATIONS (RFQ)

I. INTRODUCTION:

A. Definitions

Words, terms and/or acronyms used in this Request for Qualifications are defined as follows:

CEC	Consultant Evaluation Committee
City	The City of Seattle.
Consultant	The firm proposing to be the prime for this work.
RFQ	Request for Qualifications.
SCL	Seattle City Light Department.

B. Project Background

The City of Seattle, Seattle City Light Department ("SCL") requests qualifications from qualified consulting firms to perform work in support of the Boundary Hydroelectric Dam relicensing process.

Boundary Hydroelectric Project is Seattle City Light's largest and most economical generation resource. The Project, with an annual capacity factor of approximately 50%, meets 30 to 45 percent of Seattle's annual needs for electricity, and is a reliable, renewable resource.

The Boundary Project is located on the Pend Oreille River in Washington State, and 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 current license to operate Boundary expires in 2011. The process of relicensing includes the filing of a Notice of Intent to seek a new license in 2006, and a new license application in 2009. Successful relicensing of the Project will help maintain SCL's overall low cost power supply. The consultant will assist City Light in identification and development of strategies for relicensing the Boundary Hydroelectric Project.

II. SCOPE OF WORK/TERM OF CONTRACT/BUDGET/SCHEDULE:

A. SCOPE OF WORK

The scope of services required is an update to SCL's current relicensing strategy that incorporates industry restructuring and changes in the regulatory and legislative arenas. The consultant will evaluate existing relicensing strategies completed for SCL, and recommend alternate strategies appropriate to current industry conditions and changes in relicensing processes.

The scope of work represents SCL's best estimate of the range of activities that may be undertaken. Specific scope, cost, and timing of specific work tasks will be defined in detail by work authorizations for each assignment issued after a contract has been executed. SCL will work with the prospective consultant to identify a budget and not-to-exceed amounts for each task before it is assigned. Individual work authorizations will consist of a scope of work developed by SCL, and a designated single point of contact within the consultant's organization. All work will include identified meetings with SCL staff either in Seattle or at the project site. The consultant may be required to make presentations to the SCL

management, staff, public and City Council/elected officials. Please see the attached Exhibit A - Sample Work Authorization Form.

The consultant will have proven strategic guidance experience in hydroelectric utility relicensing and policy development on the west coast. The consultant will recommend a strategy and timeline for stakeholder consultation in the relicensing process. The consultant will provide a statement of any current or past relationships between their firm or any identified staff with City staff or representative associated with this project.

B. 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 2004. SCL has identified a budget not to exceed One Hundred Fourteen Thousand Dollars (\$114,000).

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

C. Schedule

The City's proposed schedule is as follows:

Activity	Date
Release RFQ	October 8, 2002
Pre-Qualification Conference	October 11, 2002
RFQ due	October 23, 2002
Last day for Clarification	October 16, 2002
Addendum Issued	October 18, 2002
Finalists Notified	October 25, 2002
Interview Finalists	October 30-31 2002
Apparent Consultant Selected	October 31, 2002
Contract Negotiations Initiated	November 1, 2002
Contract Negotiations Completed	November 6, 2002
Contract Executed	November 7, 2002

NOTE: The City has scheduled a Pre-Qualification Conference to provide prospective consultants with information relating to the Project. Questions and answers will be documented and provided to firms who have requested this RFQ. The Pre-Qualification Conference will be held on Friday, October 11, 2002, at the Key Tower Building, Conference Room 4050, 700 5th Avenue, Seattle, from 10-11am.

III. ADMINISTRATIVE REQUIREMENTS

A. Objective of RFQ

The objective of this RFQ is to provide sufficient information for qualified consultants to submit written qualifications. The RFQ is not a contractual offer or commitment to purchase services.

Consultants must be bona-fide providers of the services being requested.

To be responsive to this request, qualifications must conform to the procedures, format, and content requirements outlined in this RFQ. Failure to do so may result in the respondent being declared non-responsive.

B. Submission Deadline

An original and seven (7) copies of your qualifications must be received no later than **5:00pm, Wednesday, October 23, 2002**, at the following address:

The City of Seattle, Seattle City Light Department
Re: General Consultant Hydroelectric Relicensing
Room 3216 - Key Tower Building
700 Fifth Avenue, Suite 3300
Seattle, Washington 98104-5031
Attention: Barbara Greene

Qualifications may be either mailed or hand delivered. The City is not responsible for late delivery caused by the Postal Service or private carriers. Any qualifications received after the deadline will not be evaluated.

All submittals become the property of the City of Seattle. The content of all submittals will be held confidential until the selection of a consultant is made. **Any proprietary data must be clearly marked.**

C. Addenda to the Request for Qualifications

If it becomes necessary to revise any part of this RFQ, an addendum will be issued by the City and provided to all consultants that have been mailed or have picked-up this RFQ. Respondents should contact the City, following the instructions in Subsection D below if they find any inconsistencies or ambiguities to the RFQ. Clarification given by the City may become an addendum to the RFQ.

D. Requests for Information

Any requests for clarification or additional information regarding this RFQ shall be submitted in writing via mail or e-mail to Barbara Greene at the following address by Wednesday, October 16, 2002:

**Barbara Greene
Key Tower Building
700 Fifth Avenue, Suite 3300
Seattle, WA 98104-5031
Room 3216
e-mail: barbara.greene@seattle.gov
Telephone: 206.615.1091
FAX: 206.684.3436**

All requests received prior to the stated deadline will be answered in writing by the City, and copies of the questions and answers will be transmitted to all prospective consultants who have been mailed or have picked-up this RFQ.

E. Packaging

Each submittal must include one (1) original and seven (7) copies of your qualifications.

F. Use of Recycled Content Paper

Consultants shall, whenever practicable, use recycled content paper for all documents submitted in the qualifications.

G. Duly Authorized Signature

The qualifications must contain the signature of a duly authorized officer or agent of the company submitting the qualifications.

H. Respondent Responsibility for Submittal Costs

The consultant shall be fully responsible for all qualifications development and submission costs. The City does not assume any contractual obligation as a result of the issuance of this RFQ, the preparation or submission of a qualification by a consultant, the evaluation of an accepted qualification, or the selection of any finalists.

I. Economy of Qualifications

Qualifications 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.

J. Substantive Qualifications

The consultant's duly authorized officer or agent shall certify in writing that:

1. The consultant's submittal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with an agreement of rules of any group, association, organization, or corporation.
2. The consultant has not directly or indirectly induced or solicited any other consultant to submit a false or sham qualification.
3. The consultant has not solicited or induced any other person, firm, or corporation to refrain from proposing.
4. The consultant has not sought by collusion to obtain for himself/herself any advantage over any other consultant or the City.

K. Submittal Changes or Withdrawal

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

L. RFQ Disposition

All materials submitted in response to this RFQ, except for proprietary material, shall become the property of the City upon delivery to the City.

M. Proprietary Material

Any proprietary information in a submittal must be designated clearly and should be bound separately and labeled with the words "PROPRIETARY INFORMATION." Appropriate references to this information must appear in the body of the qualifications. An entire submittal marked "PROPRIETARY INFORMATION" will not be accepted.

Consultants should be aware that the City is required by law to make its records available for public inspection with certain exceptions (see Revised Code of Washington, Chapter 42.17). It is the City's belief that this legal obligation would not require the disclosure of proprietary, descriptive literature that contains valuable designs, drawings or documentation. However, the consultant, by submission of materials marked "PROPRIETARY", acknowledges and agrees that the City will have no obligation or liability to the consultant in the event that either must disclose these materials.

N. Acceptance of RFQ Content

Provisions of this RFQ and the contents of the successful response are considered available for inclusion in final contractual obligations. The City retains the option of concealing the award or selecting another offer if the successful consultant fails to accept such obligations.

O. Consultant Qualifications

Consultants must submit evidence that they have relevant past experience and have previously delivered services similar to those requested. Each consultant may also be required to show that it has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No qualifications will be accepted from a firm that is engaged in any work that would impair its ability to perform or finance this work.

P. Estimate of Costs (to be requested from the selected consultant)

An estimate of Costs will be requested from the selected consultant during contract negotiations. The consultant shall have a maximum of two (2) working days to submit pricing information to the City in advance of the start of contract negotiations.

- The pricing information shall include salary rates for each personnel who will perform the services; proposed provisional overhead and profit rates; materials; travel costs; equipment usage charges (rate and total cost); schedule of proposed non-labor direct charges (i.e., photocopying, CAD, etc.); copy of your firm's overhead schedule for 2001 (which will be unaudited); copies of your firm's FAR audited overhead schedules for 1999 and 2000 (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 requests additional information regarding subconsultant rates and charges during contract negotiations.

Q. Notification

Each consultant will be notified in writing as to acceptance or rejection of his/her qualifications. The City plans to release such letters within seven (7) days of the RFQ submission date. The City may delay this action if it is deemed to be in the best interest of the City.

R. Right to Reject Submittals

The City reserves the right to reject any and all qualifications and to waive any formality in qualifications received, to accept or reject any or all of the items in the qualifications, and award the contract in whole or in part if it is deemed in the City's best interest.

S. Subconsulting and Equipment Purchases Responsibility

Qualifications must indicate all items of work or services that will be performed by subconsultants and identify the subconsultants and services they will perform.

Qualifications shall also describe the subconsulting organization and the contractual arrangements made therewith. All subconsultants will be subject to approval by the City. The selected consultant will also furnish the corporate or company name and the names of officers or principals of said companies proposed as subconsultants. The City will consider the selected consultant to be solely responsible in all contractual matters, including payment of any and all charges resulting from subconsultant contracts.

The selected consultant shall cause appropriate provisions of its contract to be inserted in all ensuing subcontracts to ensure fulfillment of all contractual provisions by subconsultants.

The City will hold the selected consultant directly responsible for the quality, integrity, and delivery of all product deliverables specified in this RFQ.

T. 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. Allow the City to inspect the consultant's facilities.
5. Execute and complete all specified work with due diligence, in accordance with good technical practice and the requirements, stipulations, provisions, and conditions of this RFQ and the resultant contract.

U. Consultants Located Outside the City of Seattle

If a contract or subcontract is awarded to a consultant that does not have an office within the Seattle city limits, or does not have a City of Seattle Business and Occupations tax number, the consultant must contact the Seattle Department of Finance (Revenue and Consumer Affairs) at (206) 684-8484 in order to obtain a Seattle Business License prior to final execution.

V. Non-Washington Corporations

If a contract or subcontract is awarded to a non-Washington corporation, such corporation shall obtain authorization to do business in the State of Washington prior to final execution. 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 the City, 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.

W. NonDiscrimination In Employee Benefits

Please see attached Exhibit "B", Consultant Services Contract, Section 9. This requirement must be met prior to executing a contract with the City.

X. Efforts To Use Women and Minority Business Enterprises

Please see attached Exhibit "B", Consultant Services Contract, Section 10.

Y. Invoicing and Payment Schedule

Deliverables (products, etc.) under the contract shall be submitted to the City according to a schedule to be agreed upon with the City. Upon acceptance of each deliverable by the City, the consultant may submit invoices for payment in accordance with a schedule to be negotiated.

Z. Insurance Requirements

The selected consultant will be required to provide proof of insurance, and to have The City of Seattle named as an additional insured on their General Liability Insurance policy. Specific insurance coverages and amounts will be determined during negotiations and must be met by the selected consultant prior to executing the contract.

IV. SELECTION / CONTRACTING PROCESS AND ESTIMATED SCHEDULE

A. Advertisement

The City will advertise this RFQ in the Seattle Daily Journal of Commerce (the City's official newspaper) on October 8-9, 2002.

B. Selection Criteria

All qualifications will be evaluated by a Consultant Evaluation Committee (CEC) made up of qualified persons from the City and may include others as applicable. The CEC may request additional technical input from an independent consultant. Qualifications will be evaluated by the CEC using the following weighted criteria.

Max.

Points Criteria

- | | |
|----|--|
| 45 | Consultant will demonstrate experience with hydroelectric relicensing with description of three (3) to five (5) separate hydroelectric relicensing experiences requiring strategic guidance and planning within the last 5 years. Include experience, knowledge and expertise associated with state and federal policy involvement, and experience with the Traditional and Alternative Relicensing Processes as identified and endorsed by FERC. Include experience with project relicense, and stakeholder consensus building, including Canadian stakeholders. Include knowledge of the Canadian Entitlement and Pacific Northwest Coordination Agreement. List type of services, duration of services, project name and location, client contact name and phone number, stakeholders, and current status of each relicensing process related to and resulting from your services. Rater will assign points based on demonstrated experience and knowledge. |
| 30 | Demonstrate knowledge of electric utility power production, transmission, marketing industry and regulatory issues. Demonstrate knowledge of components and elements of FERC Notices of Proposed Rule Making (NOPR's), particularly 888 and 2000, associated with energy regulation, Standard Market Design and Regional Transmission organizations that will impact decisions and strategies for the Boundary relicense. Demonstrate knowledge of current active legislation in Congress related to energy industry restructuring. Demonstrate knowledge of FERC review of hydroelectric licensing processes. Rater will assign points based on demonstrated knowledge. |
| 20 | Consultant will identify key staff and any sub contractors who would be assigned to this project. Rater will rate those staff on experience, knowledge, and expertise in the above areas. |

5 Rater will assign points based on clarity and responsiveness of Qualifications Statement and demonstrated ability to manage contracts of this scope and magnitude.

100 Total possible points for written qualifications.

C. Consultant Response

An original and seven (7) copies of your qualifications must be received no later than 5:00 PM, Wednesday, October 23, 2002, at the following address:

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Re: General Consultant For Hydroelectric Relicensing
Room 3216 - Key Tower Building
700 Fifth Avenue, Suite 3300
Seattle, Washington 98104 – 5031
Attention: Barbara Greene

All materials submitted will automatically become the property of the City, which reserves the right in its sole discretion to use without limitation, any and all information, concepts and data contained therein.

Respondents should contact only those persons specifically designated for information about the status of this procurement following qualifications submission. Disregarding this directive may result in the respondent being declared non-responsive.

D. Consultant Evaluation Committee (CEC) Recommendations

The CEC will use the Evaluation Criteria listed in Section IV. B. herein, to rate and rank the proposals that are found to be responsive to all major requirements of this RFQ. Quality of response to each RFQ criteria, as set forth herein, will be rated by each CEC member, and a comparative qualitative ranking of all qualifications will be developed based on a composite rating.

The rating and ranking results will be reported to the Superintendent of the Seattle City Light Department along with the CEC's recommendation for selection. The Superintendent shall make the final selection of the firm.

E. Selection / Notification

After the Superintendent has made the final selection, all firms submitting proposals shall be notified of the results of the selection process.

F. Contract Negotiations

The selected consultant shall be contacted and arrangements will be made to begin contract negotiations. These negotiations may be done by telephone, FAX, etc. A face-to-face meeting may be requested.

G. Cost Negotiations

During contract negotiations with the selected consultant, a cost proposal will be requested (SEE SECTION P FOR INFORMATION THAT WILL BE REQUESTED). Composite costs will be considered in light of the quality of services offered.

If a mutually agreeable cost proposal cannot be reached between the City and the selected consultant, the City will cease all negotiations with that firm and enter into contract negotiations with the next highest ranked firm, and so on, until a mutually agreeable contract can be negotiated.

H. Agreement Preparation

After all negotiations have been successfully completed, the City will prepare the Consultant Services Contract. Three (3) originals of the Contract will be given to the consultant. The consultant will review and sign three original Contracts and return the package to the City.

I. Department of Executive Administration, Purchasing Services Division, W-9 Form

In order for The City of Seattle to make payments to the selected consultant, the City will need information requested on the attached Form W-9, referred to in this RFQ as Exhibit "C". The information about the selected firm will be entered into the City's computerized payment system and will allow the City to make required reports to the Federal Government about City business and payment transactions.

J. Final Execution and Order to Work

After the Seattle City Light Department receives the contract package, the Seattle City Light Superintendent will sign the three (3) original contracts. At this time, the consultant will be contacted by the City's Project Manager who will authorize the consultant to begin work.

V. QUALIFICATIONS SUBMITTAL FORMAT AND CONTENT

To accelerate and simplify the qualifications evaluation and to ensure that each submittal receives the same orderly review, all submittals must follow the format described in this section. Qualifications shall contain all elements of information requested. Exceptions must be noted as described in Section V.B.6. below.

Qualifications shall include the following sections:

- I. Executive Summary
- II. Administrative Questions
- III. Related Experience and References
- IV. Project Staff

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

A. Section I: Executive Summary

The Executive Summary will highlight the major facts and features of the Qualifications, including any conclusions, assumptions, and recommendations you desire to make. The Executive Summary should be designed specifically for review by executives who may not possess a technical background. It must not exceed three (3) pages in length.

B. Section II: Administration Questions

Provide the following information relative to your firm. Similar information must be provided for each subconsultant.

1. Firm name and business address, including telephone number and FAX number (if available).
2. Year established (include former firm names and year established (if applicable).
3. Type of ownership (proprietorship, partnership or corporation of the State of _____) and parent company, if any.
4. Indication of whether the firm is licensed to do business in the State of Washington (include your Unified Business License Number.)

5. Indication of whether the firm is licensed to do business in the City of Seattle (include your Seattle Business and Occupations tax number.)
6. Project manager's and authorized negotiator's names, mailing address, and telephone numbers. The authorized negotiator would be the person who is empowered to make binding commitments for the prime and its subconsultants.
7. Explanation of exceptions to this RFQ that you are requesting. If exceptions are requested, cite the activity involved, the exception taken, and alternate language. If no exceptions are requested, so state.

C. Section III: Related Experience and References

1. References: Provide three references the City may contact to verify qualifications, including telephone numbers. References will not be scored, but will be used to verify the accuracy of information provided by the respondents and may lead to adjustment of the initial scoring of respondents on the criteria. The Department reserves the right to contact references other than those provided by the Qualifications.

D. Section IV: Project Staff

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and resumes for all project participants. It is critical that consultants commit to particular levels of individual staff members' time to be applied to work on this project. Variance from these commitments must be requested in writing from the City and reviewed / approved in terms of project quality or schedule impact.

The contract that is awarded as a result of this RFQ 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.