

**City of Seattle Request for Proposals 130071
Cable Franchise Renewal – Community Needs Assessment**



<p>City of Seattle Department of Information Technology Request for Proposals #DIT 130071 Cable Franchise Renewal – Community Needs Assessment</p>

1.0 Schedule. The following is the estimated schedule of events. The City reserves the right to modify this schedule at its discretion. Notification of changes will be posted on the City’s website at <http://www.seattle.gov/doi/vendor.htm>

RFP Release	Wednesday, May 15, 2013
Deadline for Proposer Questions	Tuesday, May 28, 2013
Deadline for City Answers	Wednesday, May 29, 2013, by 5:00 p.m. PT
Written Proposals Due to the City by Email	Monday, June 10, 2013 by 4:30 p.m. PT See RFP Section 11 for Email Delivery Instructions
Reference Checks conducted by City	Wednesday and Thursday, June 12 and 13, 2013
Announcement of Successful Proposer	Friday, June 14, 2013 by 5:00 p.m. PT
Anticipated Negotiation Start Date	Tuesday, June 18, 2013
Agreement Execution by Consultant	Thursday, June 27, 2013
Agreement Execution by City	Friday, June 28, 2013
Commence Services	Monday, August 5, 2013

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2.0 City Contact.

Ann Kelson, IT Contracting Manager
ann.kelson@seattle.gov
206-684-0539

Unless authorized by the IT Contracting Manager, no other City official or employee may speak for the City regarding this solicitation until the award decisions are complete. Any Proposer seeking information, clarification or interpretations from any other City official or City employee uses such information at the Proposer's own risk. The City is not bound by such information. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the IT Contracting Manager.

3.0 Purpose. The purpose of this RFP is to enter into a firm fixed price agreement with a qualified Consultant to provide services for a Community Needs Assessment related to Seattle's renewal of the Comcast cable franchise. The services will include assisting the City in the areas of survey development, public outreach, and focus group facilitation. A qualified consultant has a minimum of five years' experience in community needs assessment related to the cable/telecommunications industry.

4.0 Period of Performance: It is estimated that Services will commence on August 5, 2013. Substantial completion must occur by August 1, 2014. Full completion must occur by September 30, 2014.

5.0 Background. The City of Seattle, through its Department of Information Technology, Office of Cable Communications, administers franchise agreements with cable operators. The City's current franchise agreement with Comcast expires in January 2016. Per the franchise renewal provisions defined by 47 U.S.C. 546, the City will conduct community outreach to help identify the future cable-related needs and interests of residents and Comcast cable system customers.

6.0 Minimum Qualifications. A Proposer must meet or exceed the following minimum qualification and will be asked to demonstrate this in its proposal. In the event the Proposer does not clearly demonstrate that it meets the minimum qualification, the proposal may be rejected.

- The Proposer has a minimum of five years' experience in community needs assessment related to the cable/telecommunications industry.

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7.0 Statement of Services and Deliverables. The Consultant shall perform the following services and provide the associated deliverables at a firm fixed price.

7.1 Develop Community Needs Assessment Plan: The Consultant shall review and assess the City’s outline and approach for conducting the community needs assessment. In consultation with the Cable Office staff, the Consultant shall develop and refine the overall community needs assessment plan and identify key tasks and timelines. The Consultant shall advise, as requested, throughout the City’s needs assessment process to ensure that the City’s methodology is sound.

This deliverable will be considered complete upon the City’s acceptance of the final community needs assessment plan.

7.2 Develop Questions for Community Meetings, Telephone and On-Line Surveys: The Consultant shall advise City staff on the elements of successful community meetings relating to cable needs and interests, and shall provide relevant materials. The Consultant shall provide written input on questions for the City’s residential telephone and on-line surveys. The Consultant shall include survey materials tailored to outreach to specific diverse communities such as arts, economic and racial communities (e.g., performing arts, immigrant and refugee, etc.).

This deliverable will be considered complete upon the City’s acceptance of the final questions for community meetings, telephone and on-line surveys.

7.3 Conduct Focus Groups: The Consultant shall conduct one focused conversation with Seattle’s Citizens Telecommunications and Technology Advisory Board (CTTAB) to determine community needs and interests as they relate to services available over the Comcast cable system. The Consultant will conduct four to five public forums including with targeted outreach community groups. The Consultant shall hold one meeting with the City’s PEG providers to assess their needs and interests.

This deliverable will be considered complete upon the completion of the meetings.

7.4 Prepare Draft Final Report: The Consultant shall prepare a draft needs assessment report with an emphasis on the methodology, analysis and findings. The Consultant shall consult with City staff to gather the pertinent data. The draft final report shall incorporate all ascertainment findings, from both City-led and Consultant-led activities.

This deliverable will be considered complete upon the City’s acceptance of the draft final report.

7.5 Additional Services: The City may request the Consultant to provide additional services beyond those described in Sections 7.1 through 7.4. These services will be performed at the Consultant’s hourly rate and may result in an extension of the term of the agreement.

8.0 Project Approach

8.1 The Successful Proposer shall designate a key person to the role of Project Manager. The Consultant’s Project Manager designated to this key role will remain assigned to the role throughout the term of the Agreement.

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8.2 Out-of-Scope: The following items are not included in this Scope of Work:

- Franchise Fee Review and Audit
- Past Performance Review
- Technical Review
- Institutional Network Concept, Design and Review
- Drafting and Negotiating the new Cable Television Franchise Agreement and work involving Comcast.
- Conducting Surveys

9.0 Contract Modifications. The City has attached its contract terms with this solicitation. Any questions about the City’s contract should be made prior to the end of the question period.

If a Proposer seeks to modify the Contract, the Proposer must submit a request with its Proposal taking an “Exception”. The Proposer must provide a revised version that shows its proposed alternative contract language. The City is not obligated to accept any modifications proposed by the Proposer. If the proposed modifications materially change the character of the contract, the City may reject the Proposal as non-responsive.

The City cannot modify provisions mandated by Federal, State or City law. These includes, but are not limited to: Social Equity Requirements, Equal Benefits, Audit (Review of Vendor Records), Federal Debarment, Confidentiality, and City Debarment. Exceptions to those provisions will be summarily disregarded. The City cannot agree to any form of mutual indemnification.

Although the City may open discussions with the apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure consideration or negotiation of modifications proposed by the Proposer.

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10.0 Solicitation Instructions, Procedures and Requirements.

- 10.1 Registration into City Registration System. The City requests that all firms interested in doing business with the City register on the City's Registration System at <http://www.seattle.gov/html/business/contracting.htm> .
- 10.2 Questions. Proposers may submit written questions to the IT Contracting Manager until the deadline stated in Section 1.0. The City prefers questions submitted be through e-mail. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Proposer to assure it receives responses to Questions if any are issued.
- 10.3 Changes to the RFP and Issuance of Addenda. A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City's IT Contracting Manager. Addenda will be posted on the City's website. Addenda shall become part of this RFP and included as part of the Contract.
- 10.4 Receiving Addenda and/or Question and Answers. It is the obligation and responsibility of the Proposer to learn of addendums, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant to all Addenda, with or without specific confirmation from the Consultant that the Addenda were received and incorporated. At the sole discretion of the IT Contracting Manager, the submittal may reject the submittal if it does not fully incorporate an Addendum.

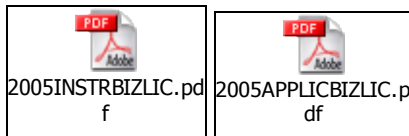
- 10.5 License and Business Tax Requirements. The Consultant must meet all licensing requirements that apply to its business immediately after contract award or the City may reject the Consultant. Firms must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if they are required by the laws of those jurisdictions. The Consultant should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Consultant.

10.5.1 Seattle Business Licensing and associated taxes.

- If the firm has a "physical nexus" in the city, it must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- A "physical nexus" means a physical presence, such as: a building/facility in Seattle, sales trips into Seattle, on-site product deliveries, and/or service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
- All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- The apparent successful Consultant must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- Self-Filing : License and taxes may be paid on-line using a credit card
<https://dea.seattle.gov/self/>

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- The Revenue and Consumer Affairs (RCA) office can answer questions and provide assistance. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484
- The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- The City of Seattle’s website allows on-line application and payment with a credit card.
- If a business has extraordinary balances due on its account that would cause undue hardship to the business, the business can contact the RCA office to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below.
- Firms holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting its Proposal. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.



10.5.2 State Business Licensing. Before the contract is signed, the Consultant must have a State of Washington business license (a “Unified Business Identifier” known as UBI #). If the State of Washington has exempted the firm from State licensing (some foreign companies are exempt and sometimes the State waives licensing because the firm no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html> and the State of Washington Department of Revenue is available at 1-800-647-7706.

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

10.6 Proposer Responsibility to Provide Full Response. It is the Proposer’s responsibility to submit a response that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’s offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; this does not limit the City right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

10.7 Right to Award to next ranked Consultant: If a contract is executed as a result of this solicitation process and it terminated within 90 days, the City, as its option, may return to the solicitation process to award the contract to the next highest ranked responsive Consultant. The City may exercise this option with the next award.

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

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- 10.9 Effective Dates of Offer. Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Question deadline listed in Section 1.
- 10.10 Cost of Preparing Proposals. The City will not be liable for any costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.
- 10.11 Readability. Proposers are advised that the City’s ability to evaluate proposals depends on the Proposer’s submittal document, including organization, level of detail, comprehensive material and readable.
- 10.12 Changes or Corrections to Proposal Submittal. Prior to the submittal closing date and time, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.
- 10.13 Errors in Proposals. Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer’s obligations to the City.
- 10.14 Withdrawal of Proposal. A submittal may be withdrawn by written request of the submitter, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.
- 10.15 Rejection of Proposals. The City reserves the right to reject any or all proposals with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.
- 10.16 Incorporation of RFP/RFQ and Proposal in Contract. This RFP and the Proposer’s response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City’s contract with the Proposer.
- 10.17 Independent Contractor. The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the Consultant. Consultant workers are prohibited from supervising City employees and from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for in the Contract, and in no case shall such space be provided for over 36 months without specific authorization from the IT Contracting Manager.

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36 month on-site placement.

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The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The City will decide if a City computer, software and/or telephone are needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

10.18 Equal Benefits. Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate equal benefits status.

10.19 Insurance Requirements. The apparent successful Consultant will not be required to provide evidence of insurance.

10.20 Proprietary and Confidential Material.

10.20.1 Requesting Disclosure of Public Records The City asks interested parties to not request public disclosure of proposal records until a contract is executed. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or re-solicitation. With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

10.20.2 Marking and Disclosing Material. Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are public records. These records include but are not limited to proposal submittals, agreement documents, contract work product, or other material.

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

Proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If the Proposer believes any records it is submitting to the City as part of its submittal or contract work product are exempt from disclosure, it can request that the City not release the records until the City notifies it about the pending disclosure. To make that request, the appropriate portion of the Consultant Questionnaire (Non-Disclosure Request Section) must be completed and identify each record and the exemption(s) that may apply. If Proposer is awarded a City contract, the same exemption designation will carry forward to the contract records.

The City will not withhold materials from disclosure because the Proposer marks them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Identify no entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on in the Consultant Questionnaire. Only the specific records

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or portions of records properly listed on the Consultant Questionnaire will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records properly and listed on the Consultant Questionnaire, the City will notify the Consultant in writing of the request and postpone disclosure, providing sufficient time for the Consultant to pursue an injunction and ruling from a judge. While it is not a legal obligation, the City, as a courtesy, allows up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If the Consultant fails to obtain a Court order within the ten days, the City may release the documents.

By submitting for this solicitation, the Consultant acknowledges the obligation to identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the proposer if the records are disclosed.

10.21 Ethics Code. The Proposer should familiarize itself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. Specific questions should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).

10.21.1 No Gifts and Gratuities. Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

10.21.2 Involvement of Current and Former City Employees. The Consultant Questionnaire requires disclose any current or former City employee, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract.

10.21.3 Contract Workers with over 1,000 Hours. The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

10.21.4 No Conflict of Interest. The Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

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11.0 Proposal Submittal

11.1 Email Submittal: The Proposer must email its proposal in .pdf format to the IT Contracting Manager. It is preferable that the entire proposal document be in one .pdf document.

Ann Kelson, IT Contracting Manager
ann.kelson@seattle.gov

11.2 Format and Organization: The Proposer shall complete and submit following documents in its proposal. The City provided documents are Attachments to the RFP and are incorporated by reference.

- 1) Cover Letter: Submit a Cover Letter on the Proposer's letterhead, signed by an individual authorized to legally commit the Proposer. The Cover Letter must designate the officer, employee, or agent who will be the Proposer's contact for all communications regarding its proposal. The following information for this individual shall be provided:
 - *Name
 - *Title
 - *Firm's Name
 - *Mailing Address
 - *Office Telephone Number
 - *Mobile Telephone Number
 - *Email Address
- 2) Legal Name. Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which the firm is incorporated that shows the firm's legal name. Many firms use a "Doing Business As" name or a nickname in their daily business. However, the City requires the legal name of the firm as it is legally registered. When preparing all forms, use the firm's legal name.
- 3) Consultant Questionnaire.
- 4) Minimum Qualifications, Written and Financial Proposal Response.
- 5) Contract modifications, if any.

12.0 Selection and Award

12.1 Selection Process

Step 1 Initial Screening: The City will review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2.

Step 2 Proposal Evaluation: The Evaluation Team will review responses to the Minimum Qualifications. Those proposals found to meet the minimum qualifications will be evaluated using the criteria specified below.

Evaluation Criteria:

Response to Written Proposal Questions	100 points
Response to Financial Proposal	25 points

Step 3 References: The City may contact one or more references that have been provided by the Proposer or other sources that may not have been named by the Proposer but can assist the City in determining performance.

Step 4 Selection: The City may select the highest ranked Proposer for award.

Step 5 Contract Negotiations. The City may negotiate elements of the proposal to best meet the needs of the City with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation.

Repeat of Evaluation: If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

12.2 Award and Contract Execution.

12.2.1 Notice to all Proposers: The IT Contracting Manager will provide timely notice of intent to award to all Consultants responding to the Solicitation.

12.2.2 Protests: The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. Please see the City website at <http://www.seattle.gov/contracting>. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

12.2.3 Instructions to the Apparent Successful Consultant: The Apparent Successful Consultant will receive Intent to Award Letter after award decisions are made by the City.

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Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten business days. If the Consultant fails to execute the contract with all documents within the ten day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

The Apparent Successful Consultant should anticipate submitting the following information:

- Seattle Business License Number
- State of Washington Business License Number (UBI Number)
- IRS W-9 Form