

## CITY OF BREMERTON NOTICE TO CONSULTANTS

### Request for Proposals for:

Broadband Telecommunications Community Outreach, Surveys and Franchise Renewal Process  
**Bremerton, Washington**

The City of Bremerton (“City”), Bremerton Kitsap Access Television (“BKAT”) division of Financial Services, solicits proposals from consulting firms with expertise in Telecommunications Broadband Franchise Renewals and Telecommunications Targeted Community Needs Assessments. This agreement will be for approximately two (2) years in duration with the option for the City to extend it for additional time and phases if necessary.

The City reserves the right to amend terms of this Request for Proposals (RFP), to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort consultants have spent on their responses.

### PROJECT DESCRIPTION AND SCHEDULE

The Broadband Telecommunications Community Outreach Surveys and Franchise Renewal Plan is intended to outline the telecommunications and broadband connectivity needs of the City, necessary to address the terms required in a new Telecommunications Franchise with Comcast for the City, and ensure that its citizens’ telecommunications current connectivity needs are maintained and that the future state of connectivity needs are staged. Success of this plan will ensure the City’s BKAT division meets its missions of providing the public access to telecommunications facilities and services.

The plan will document the specific purpose telecommunications and broadband needs of the community, survey the community, solicit and document feedback from the community regarding the current level of service they have received and their service needs for the future, as well as plan out the new Franchise agreement negotiation plan. It will build on community surveys and workshops, as well as supplemental data collected by the selected consultant.

The final Broadband Telecommunications Community Outreach Surveys and Franchise Renewal Plan will identify short, mid and long-term capital and operational telecommunications improvements. These improvements will be clear, useful and actionable, and prioritized based on metrics determined during the course of the surveys and workplans.

Selected consultant’s work is to commence in July 2021 and must incorporate a public process. Consultant will be responsible for ensuring that low/moderate income persons, minorities,

persons with disabilities, and non-English speaking members of the community are invited to participate in this process. Study should be completed within 24 months of Notice to Proceed (NTP).

## CRITERIA FOR EVALUATION OF SUBMITTAL

Submittals will be evaluated and ranked based on the following criteria:

- 1) **General approach to the project** – Prospective firms should develop and articulate their approach and vision for the project. The City will favor submissions that demonstrate a cost-effective project approach that utilizes an efficiently organized project team.
- 2) **Understanding of the project** – Submittals should demonstrate a strong understanding of the project.
- 3) **Familiarity with Bremerton**
- 4) **Ability to meet schedule**
- 5) **Demonstrated familiarity with targeted needs assessment in Kitsap County** – Provide project references or staff level experience with Federal Communications Commissions regulations and within our region.
- 6) **Past performance/references** – A brief discussion of relevant past project experience with analysis of how the studies' findings were implemented by jurisdictions is requested.
- 7) **Key Personnel** – Resumes for key personnel may be included with the Request for Proposal (RFP).
- 8) **Public participation approach** – Successful firm will propose a public participation approach with strategies to engage low/moderate income persons, minorities, persons with disabilities and non-English speaking members of the community.
- 9) **Familiarity with current and future Washington state legislation.**

## SUBMITTAL

Submittals should include the following information:

- 1) Firm(s) name(s), phone and e-mail address; Name of Principal-in-Charge and Project Manager; Number of employees in each firm proposed to work on the project; and the professional qualifications of the proposed project team. Submittals shall not exceed 15 double sided pages (an additional six (6) double sided pages is allowable for cover letter, cover page, and team member resumes).
- 2) Response outlining your firm's approach to all tasks listed in the Statement of Services and your recommendations regarding the task specific to the City of Bremerton
- 3) Signed proposal forms and addendums as issued

The City encourages disadvantaged, minority and women-owned consultant firms to respond.

**Please submit two (2) hard copies of your Proposal by mail to: Melinda Monroe, 345 6th Street, STE 100, Bremerton WA, 98337 or, one copy in pdf format, by email to:**

**Melinda.monroe@ci.bremerton.wa.us by June 1, 2021, no later than 4:00 p.m.** Due to social distancing requirements, in person delivery of submittals will not be possible; prospective consultants should make alternative arrangements for proposal delivery if they will not be sending their proposal electronically. No submittals will be accepted after the specified date and time. Any questions regarding this project should be directed to Melinda Monroe, Contracts Administrator at (360) 473-5306 or by email at Melinda.monroe@ci.bremerton.wa.us. **No questions will be accepted after May 20th, 2021.**

The City will request firms responding to this RFP provide an oral presentation of their proposals, up to four (4) firms may be selected for presentations. The City also reserves the right to contact any or all references or clients of the responding firms as listed in the proposal.

Any award of a Contract will be subject to reference checks, which are satisfactory in the sole opinion of the City. The City will not enter into any Contract with a qualified Vendor whose references are found to be unsatisfactory. At least 1 reference from municipal client that are using your company for like services. Provide list of business experiences in Seattle West Sound Region.

Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on behalf of Vendor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

General Conditions. Submission of your proposal assumes acceptance of the following general conditions.

1. The City reserves the right to reject any and all Proposals, to waive any informality, to request interviews of Vendor(s) prior to award and to select and negotiate the Contract services in the best interest of the City.

2. The Vendor shall guarantee its offer to perform the services and the total price of the Proposal for a period of not less than 120 days from the deadline for submission of Proposals.
3. The City reserves the right to accept all or part of any Proposal, and to negotiate a Contract for services and cost with the selected Vendor. All costs incurred in the development of proposals and the selection process will be assumed by the proposers. In no event will the City be required to offer any modified terms to any other Proposer prior to entering into a Contract with a Proposer, and the City shall incur no liability to any Proposer as a result of such negotiations or modifications. It is the intent of the City to ensure that it has flexibility to arrive at a mutually acceptable Contract.
4. The Vendor shall provide all necessary personnel, materials and equipment to perform and complete all work under this Proposal.
5. The City intends to recommend award of a Contract to the City Council for the requested services within two (2) months of receipt of the Proposals. The Vendor shall be prepared to commence work immediately upon execution of a Contract with the City.
6. Unless otherwise stated, invoices are to be submitted to the Bremerton Financial Services Department upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, total amount(s) due, and amounts previously paid. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service and City acceptance of such work and receipt of invoice, whichever is later.
7. Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
8. Notification of the parties shall be considered to have been constructively received when it is mailed or delivered in hand to the parties as stated in the contract.
9. Proposal shall also mean quotation, bid, offer, qualification/experience statement and any other submittal to the City in response to this RFP. Proposers shall also mean vendors, proposers, bidders, contractor, or any person or firm responding to this RFP.
10. This RFP and all contracts entered into by the City of Bremerton shall be governed by the Laws of the State of Washington. Any disputes shall be resolved in Kitsap County Superior Court or via alternative dispute resolution within Kitsap County, in the State of Washington.
11. All technical inquiries and clarifications related to this Request for Proposal are to be directed, in writing, to the Contracts Administrator.
12. By submitting a Proposal, the qualified Vendor warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.
13. Proposer has agreed by submitting a proposal to these terms and signed Appendix C.
14. The City is not bound to accept any Proposal and reserves the right in its sole and absolute discretion to postpone, invalidate or cancel this RFP at any time for any reason.

Further and without limiting the foregoing, the City will not be bound to accept the lowest priced Proposal and reserves the right to accept or reject any Proposal in whole or in part, to discuss with any qualified Vendor different or additional items and terms other than those described in this RFP or received in any Proposal, or to amend or modify any term of this RFP. The City may issue a new RFP or take other actions, as appropriate, if considered in the best interests of the City.

15. The RFP Documents are not intended to constitute, or be interpreted as, a call for tenders, and the submission of a Proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any qualified Vendor by the City, including any obligation or duty to accept or reject a Proposal, to enter into negotiations or decline to enter into or continue negotiations, or to award or not award a Contract. Without restricting the generality of the foregoing, no contractual relations shall exist between the City and any qualified Vendor until the execution of a Contract with that qualified Vendor.
16. Public Disclosure: All Proposals, including attachments and any documentation, submitted to and accepted by the City in response to this RFP become the property of the City and are subject to the disclosure provisions of the Washington Public Records Act. Submittals shall become property of the City and considered public documents under applicable Washington State laws. All documentation provided to the City may be subject to disclosure in accordance with Washington State public disclosure laws
17. Contractor Responsibility. It is the Contractor responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions.
18. Contractors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Contractors as set forth in the Washington Revised Statutes
19. Right to Cancel. The City of Bremerton reserves the right to cancel or reissue all or part of this solicitation at any time, as allowed by law, without obligation or liability.
20. Expansion. Expansion of scope of this contract may occur when in the opinion of the City of Bremerton Finance and Legal Departments the circumstances meet the following criteria: (a) It could not be separately bid; (b) The change is for a reasonable purpose; (c) The change was not reasonably known to either the City of Bremerton or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in regulation or other law); (d) The change is not significant enough to reasonably regard it as an independent body of work; (e) The change could not have attracted a different field of competition; and (f) And the change does not vary the essential identity or main purpose of the contract. Agreement to such a contract modification must be mutual. Only the City of Bremerton Finance and Legal departments have the authority to make such agreements on behalf of the City of Bremerton. No other City department has the authority to make such written notices. Written formal notices will document all expansions. The City shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the City of Bremerton Legal Department. Note that certain changes are not considered an expansion of scope, including an increase in quantities

ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. Approval of such changes will be by written order issued by the Procurement Coordinator.

21. Trial Period and Right to Award to Next Highest Scoring Contractor A ninety-day (90) trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the Contractor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized work up to the date of termination. If termination of the contract occurs within the trial period, the City reserves the option to award the contract to the next highest responsive Contractor by mutual agreement with such Contractor. Any new award will be for the remainder of the contract and will be subject to this trial period.
22. Site Security and Safety. While on City's premises, Contractor, its agents, employees, or Subcontractors shall conform with all physical, fire, safety or other security regulations.
23. Incorporation of RFP and Proposal in Contract. This RFP and the Contractor's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the City of Bremerton), shall be binding and incorporated by reference in the City's contract with the Contractor.
24. CITY OF BREMERTON NON-LIABILITY. It should be noted that all the material, exhibits, and data presented in this RFP and supplemental information is general in nature and shall not be deemed as representations or inducements to which the City is bound. Proposers are advised to conduct independent evaluations of all factual, financial, and legal matters upon which their Proposal is based.
25. The City shall not be liable for Proposer's reliance on any information contained in this RFP. The firm shall protect indemnify and save harmless the City, the City's officers, officials, and employees and agents against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the City's and its officers, officials, employees and agents from any claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever, arising out of or as a result of any negligent, tortuous or deliberate act, error or omission on the part of the contractor or other whose services are engaged by the contractor or anyone employed or controlled by either of them in the performance of the work provided for in this contract.

Ad dates: \_\_\_\_\_ and \_\_\_\_\_

# STATEMENT OF SERVICES

## City of Bremerton

### Broadband Telecommunications Community Outreach Surveys and Franchise Renewal Process

Introduction

#### **What is BKAT?**

##### *Providing quality community programming*

**Bremerton Kitsap Access Television (BKAT)** is a Public, Education and Government channel chartered and administered by the City of Bremerton (City) with participation by Kitsap County. BKAT can be seen by approximately 50,000 cable subscribers throughout Kitsap County on Comcast channel 12 and WAVE Broadband channel 3. BKAT provides access to PEG programming using resources made available through City franchise fees and PEG fees. Additional funding comes from contract service agreements with the City of Bainbridge Island, the City of Poulsbo, Kitsap County, Kitsap Public Health District, Kitsap Transit, and the Port of Bremerton.

In exchange for a portion of Kitsap County's PEG fees for capital support, BKAT operates the channels (Comcast channel 12 and WAVE Broadband channel 3) and provides programming to unincorporated Kitsap County, Poulsbo, and Bainbridge Island. BKAT also manages the Community Access Center which is cost shared by the City and Kitsap County.

Programming on BKAT is a communications tool for government and the community. Any subject or matter of concern can be produced and replayed on the BKAT channels at specific times and dates for viewing. Government agencies can have gavel-to-gavel coverage of Council/Commission meetings, departmental information, panel discussions on topics of interest to its citizens, or training video programs produced that help communicate a vision of their city or town.

BKAT as a public access resource promotes free speech by encouraging all points of view to be shared by the public. BKAT provides equipment and training in content creation for a nominal fee.

#### **History**

Public access television in Kitsap County started off in the early 1980's under the management of the City. This public, education and government (PEG) program expanded in 1998 to include the unincorporated county households.

In 1995 the City and Kitsap County made an unsuccessful attempt at consolidation in forming a non-profit corporation under the name *West Sound Community Access Television*.

Since 1997, the City returned to manage the BKAT program under their municipal service umbrella.

In 2007, the City restructured BKAT staffing and implemented a sustainable financial plan. BKAT moved away from volunteers and hired a "cadre of professionals" to work on the service contracts and community

programming. In 2015 BKAT added the position of Video Specialist to work full-time as a photographer/editor, expanding its reach in providing timely programming more quickly. In 2018, the position of Producer was added to the staff. This rounded out the team of professional story tellers to communicate government initiatives and aid the public.

In 2018 capital investments were made to replace any legacy analog equipment to become totally digital. In the same year, BKAT sought to remain relevant in the digital realm. It augmented its tradition linear cable viewing schedule by distributing new content to its website, video on demand and social media platforms.

#### General Assumptions

- The project duration will be up to 24 months from Notice to Proceed with an assumed start date of July 1, 2021 and end date of August 30, 2023.
- The City will coordinate all third-party reviews.
- The City and third-party reviews will be consolidated, and conflicting comments will be resolved prior to submitting back to the Consultant.
- The City will draft and distribute the press releases and handle media inquiries.
- All direct costs associated with advertising open houses will be covered by the City and are not included in the direct expenses for the Consultant. All venue costs associated with community engagement will be covered by the City and are not included in the direct expenses for the Consultant.
- The project will follow the Federal Title VI requirements.

### "Exhibit A: Service Tasks"

#### Task 1 Project Management

This task includes all work related to the management, administration, and coordination of work activities for the project.

#### Assumptions:

- The Project Kick-off meeting is assumed to be two (2) hours in length and two (2) hours for preparation of material for the meeting.
- Consultant Task Leads, up to three (3) additional key team members, and Project Manager (PM) will attend the Project Kick-off meeting.
- The Project Kick-off meeting will be held using Microsoft Teams.
- Bi-weekly project management team meetings will be one (1) hour in duration and be held remotely. Up to nine (9) project management team meetings will be held.
- Publicly available demographic information will be collected by the Consultant for use in the Community Engagement Plan

#### Task 1.1 Project Management Plan

This task involves the development of a Project Management Plan (PMP). The purpose of the PMP is to define how the project will be delivered and coordinated with the City and the various scope activities and tasks including project communications, monitoring, and project controls. The PMP will include:

- Overall project schedule using Microsoft Excel, budget, and Work Breakdown Structure (WBS). This may also include general administration tasks related to project planning and development.
- Identification of the project team for each task (including organization structure).
- Development of quality assurance/quality control (QA/QC) plan.
- Project team communications plan (internal and external).
- Develop and maintain the project schedule.
- Monthly reporting procedures.
- A change management procedure for adjusting the project scope, budget, or schedule.
- Monthly updates to the project schedule

#### Task 1.2 Project Kick-off Meeting

The purpose of the kick-off meeting is to formally notify all team members that the project has begun and make sure everyone has a common understanding of the project and their roles.

The Consultant will attend one project kick-off meeting with the City, key Targeted Needs Assessment members, and the Consultant team. This meeting will review project objectives, communication protocol, and schedule.

#### Task 1.3 Project Management Team Meetings

The Project Management Team (PMT) will consist of the Consultant PM and the City project management staff. The Consultant will hold bi-weekly PMT meetings with project staff and provide updates on progress; discuss coordination items; and prioritize tasks, schedule, and delivery dates. The agenda and meeting minutes shall be prepared by the Consultant.

#### Task 1.4 Project Monitoring and Invoicing

This work will include the continuous monitoring of the project budget, scope, and schedule. The Consultant will prepare and submit a monthly progress report and invoice for the duration of this scope.

#### Task 1.5 Deliverables:

- Project management plan
- Project Kick-off meeting materials
- Compilation PMT meeting agendas and notes
- Monthly invoices and progress reports

#### Task 2 Community Engagement

##### **Assumptions:**

- Consultant will provide survey link for the City to post on project website.
- The paper survey will not be mailed but will be distributed by the City or community-based organizations.
- City will print and distribute all paper copies of open house and survey materials.
- City to host virtual open house meetings using Zoom Video Webinar.
- Virtual open house meetings will be up to two (2) hours in duration.
- Virtual open house meetings will be accessible for people who use ASL and languages other than English, by request.

- There will be up to three (3) virtual open public house meetings to gather citizen input regarding Comcast performance and the City's future Telecommunication needs.
- City to host Targeted Needs Assessment Focus Group meetings using Microsoft Teams.
- Up to five (5) two-hour Targeted Needs Assessment Focus Group public forums/workshops will be held.
- Up to two (2) Focus Group Meetings consisting of the City and BKAT/School Officials.
- Up to two (2) Consultants will attend each Community Focus Group meeting.
- The City will provide notes for each of the Targeted Needs Assessment Focus Group meetings.
- City will reach out to all Targeted Needs Assessment Focus Group members to request their participation, including the BKAT Citizens Board (BKATB).
- One Consultant staff member will support the City and attend up to three (3) City Council Briefings.
- City will host the project website.
- Up to two (2) rounds of review for all materials.
- All web-based material for public review will be Title VI compliant.
- Translation services for the virtual open houses are assumed as requested by the City.
- No additional translation services are assumed in this scope of services.

#### Task 2.1 Community Engagement Plan

The Consultant will produce one (1) draft and one (1) final Community Engagement Plan (CEP) that includes: communication goals, key messages, audience, demographic analysis, list of key Community Focus Group members, inclusive and equitable outreach methods, risks, and opportunities. The Consultant will use publicly available citywide demographics information for development of this plan.

#### Task 2.2 Public Information Survey

The Consultant will develop a draft survey focused on gaining information about people's use of broadband networks in the City, cable needs and interests, and viewership habits. Examples of requested information will include issues that influence consumer decisions, and information about their Broadband connection issues by use and location. 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.). After City review and input from key stakeholders the Consultant will meet with the City to confirm final updates to the survey. Based on the outcome of the review meeting, the Consultant will finalize the survey. Once finalized for public participation, the survey will be posted online for public input. The Consultant will provide a version of the survey that can be printed and distributed in paper format. The survey will be available for input for two (2) weeks. The City will be responsible for public notification about the survey to maximize public participation.

The Consultant will summarize findings from the survey and provide a summary report that outlines key findings. It is assumed that the survey will take no more than ten (10) minutes to complete, will have no more than one (1) open ended question, and no more than 3,000 completed surveys will be submitted for summary.

#### Task 2.3 Targeted Needs Assessment Meetings and Workshops

Consulting services will take place in partnership with City staff.

#### **Assumptions:**

- Consultant shall provide education to city staff and community about franchise agreements, including an overview of what can and cannot be addressed in franchise agreements.

The Consultant will work with the City to convene a Targeted Needs Assessment (TNA) to represent key interests in the planning study. The TNA will meet five (5) times over the course of the project and provide input ahead of major planning milestones. The Consultant will draft a set of roles and responsibilities for use in the TNA meetings. The Consultant will prepare meeting agendas and draft meeting materials for discussion in the PMT meetings prior to the TNA meetings. Materials are anticipated to be shared with TNA members five working days prior to each meeting. The City will prepare meeting summaries after each TNA meeting to document input from the meeting members and outline any action items.

#### Task 2.4 Virtual Open House Meetings - Workshops

The Consultant will develop an event notice for the City to distribute prior to each event. Up to three (3) virtual meetings will be held over the course of the project. The Consultant will develop one (1) folio style printable copy for each virtual open house. Printing and distribution will be completed by the City. At least 1 Open House/Workshop will be for Educations Purposes and the final Open House/Workshop should present the survey results with the public, stakeholders and leadership.

Virtual meetings will use a web-based platform hosted by the City, such as Zoom. Online open houses will feature the same materials as the virtual open house. Virtual meetings will consist of an introductory presentation using a PowerPoint slide deck followed by a City facilitated discussion or question and answer session. Questions will be posted to the chat box on the web site and will be copied for the records. Any questions that are posed verbally will be documented and added to the record. The Consultant will lead up to two (2) practice sessions prior to each virtual meeting.

The Consultant will provide all electronic materials to the City after each of the meetings.

Consultant will work with the City to develop workplans for each of the workshops that will include materials, agenda, desired outcome, and list of participants. Each of the workshops will be two (2) hours in duration and will be held using a web-based platform that allows for break out groups. Workshop agendas are anticipated to be as minimum as follows:

- Pre-workshop – Hold Stakeholder/Leadership Meeting and conduct other on-site meetings.
- Virtual Open House -Workshop No. 1
  - Share City project goals.
  - Provide brief educational presentations so workshop participants understand current process and the types of franchise-related requests that could be included in a franchise agreement.
  - Respond to questions from workshop participants.
- Workshop No. 2 – Present survey results with public, stakeholders and leadership.

#### Task 2.5 City Council Briefings

The Consultant will support up to three (3) City Council briefings. The Consultant will work with the City PM to develop a draft presentation for the City Council briefings. The presentation is expected to use graphics, data, and PowerPoint slides already developed for Targeted Needs Assessment or Open House meetings. No new material is anticipated for these briefings. Participation at the briefings will be remote using a web-based meeting platform.

#### Task 2.6 Outreach Support

The City will host a dedicated project phone and email to provide all people with an opportunity to learn more about the project. The Consultant will support the City by documenting the outreach shared by the City and providing support for responses to the public. Because this is a support role, it is estimated that up to four (4) hours per month will be attributed to this role. The City will also inform the public about comment drop boxes located throughout the City so that the public can provide comments about the project. The City will collect and share comments from the drop boxes with the Consultant for documentation with all other comments.

#### Task 2.7 Equitable Outreach

Upon written authorization from the City for each virtual open house, the Consultant will provide a Spanish language translator. Written authorization will be needed no later than one (1) week prior to the meeting so the Consultant can decide with staff schedules. It is assumed that the translator will attend each of the virtual open house meetings and have time prior to the meeting to be familiar with the presentation for simplicity of translation.

#### Task 2.8 Outreach Report

The Consultant will prepare a draft and final public outreach report to summarize and document the community engagement process including the public information survey results, Targeted Needs Assessment meetings, virtual meetings, open houses, City Council briefings, and community input received through the web interface. This report will be referenced as an appendix in the final Joint Compatibility Transportation Plan report.

#### Task 2.9 Deliverables:

- One Draft Community Engagement Plan Technical Memorandum
- One Final Community Engagement Plan Technical Memorandum
- Online survey
- Draft Public Information Survey results report
- Final Public Information Survey results report
- Targeted Needs Assessment materials
- Virtual meeting presentation materials and documented public comments.
- Folio of all public comments and responses
- Draft Community Engagement Summary Report
- Final Community Engagement Summary Report

#### Task 3 Data Collection

##### **Assumptions:**

Data necessary to support analysis during the study will be outlined and collected early in the study. Data collection will supplement background planning, studies, channel viewership, channel programs and hours, and applicable information provided by the City, and the BKAT board. The study team will examine existing data and identify gaps that will be filled by new data collection. Data collection may include but is not limited to:

1. Existing data available from previous projects: The Consultant will coordinate with the City providing broadband customer data including the basic service rates. Data collected will be summarized in tabular format. Gaps in data will be identified to outline needs for additional surveys.

2. Data obtained from Comcast, the survey outlined in Task 2.9, and existing data will be used to outline key areas of service that require additional attention.

The study team will also work with the Targeted Needs Assessment and the project team to develop, distribute, and summarize findings from a public survey requesting public input about city-wide telecommunication issues and needs.

Upon completion of the review of the existing project data, the Consultant will develop a Data Collection Plan to fill in or update needed project data and complete a Methods and Assumptions (MA) document that will outline the methods and assumptions that will be used to complete the community telecommunication needs assessment. The MA will include the following:

- Objectives of the analysis
- Performance measures
- Future Telecommunications infrastructure builds

Task 3.1 Deliverables:

- Electronic data files
- MA Memorandum

Task 4 Franchise Renewal Negotiation Plan

- Consultant will outline the key negotiation points for the new agreement
- Consultant will outline areas that cannot be addressed in the Franchise Agreement
- Consultant will calculate the amount of Franchise fee increase that the City is eligible to request based on the market value of the City's in-kind public access return line infrastructure
- Consultant will address any community questions regarding the creation of a regional telecommunications consortium entity as the regional Franchise holder
- Consultant will provide recommendations regarding the impact of current and future legislation

Task 4.1 Deliverables:

- Franchise Renewal Negotiation Plan Outline
- Preliminary Franchise Renewal Plan for Telecommunication Broadband Franchise Renewals
- Provide a Basic Service Rate regional analysis
- Draft Comcast Telecommunications Franchise Agreement
- Franchise Agreement Negotiation plan outline

APPENDIX C: PROPOSAL FORMS

ACKNOWLEDGMENT

The Proposer agrees, if this proposition is accepted, to execute the Professional Services Agreement as included with the City of Bremerton to perform the WORK as specified or indicated in said Documents entitled "Broadband Telecommunications Community Outreach, Surveys and Franchise Renewal Request for Proposals (RFP)"

The Proposer has examined copies of all the Documents, and accepts all of the terms and conditions of the Bid Documents, including any addenda.

The Proposer has familiarized itself with the nature and extent of the RFP Documents, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary. In consideration of the services to be performed pursuant the Scope of Services, the City agrees to pay Consultant on a time and reimbursable cost basis according to the following schedule:

Hourly billing rates: \$ \_\_\_\_\_/hour

Reimbursable direct costs:

- Federal Express Postage
- Long Distance Telephone Charges
- Fax Copies
- Travel, Meals and Lodging

It is estimated that from the effective date of this Agreement until August 1, 2023 Consultant will work on the City's behalf in connection with matters described in the Scope of Services with a cap of \$ \_\_\_\_\_ (Please provide your consultant total price). Consultant commits to perform the portion of the Services, which are solely within the control of Consultant, and not subject to expansion either by the City or other circumstances beyond the control of Consultant, for a total cost not to exceed the cap of \$ \_\_\_\_\_ (please provide consultant total price).

To all the foregoing, including all Forms contained in this RFP, said Proposer further agrees to complete the WORK required under the RFP Documents within the Contract Time stipulated in said Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Printed Name and Signature)

CONTACT INFORMATION

**APPENDIX C: PROPOSAL FORMS**

Name of Primary Contact: \_\_\_\_\_

UBI #: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**SCHEDULE**

*Telecommunications Community Needs Assessment and Franchise Renewal RFP*

The Schedule must be completed by the Proposer by filling in each blank in dollars and cents with numerals only. Failure to do so will render the PROPSAL non-responsive and will cause its rejection. For descriptions of the task items, see the section titled Scope of Work.

<b>Task Item #</b>	<b>Item Description</b>	<b>Estimated Hours to Complete</b>	<b>Hourly Rate (\$)</b>	<b>Extended Cost (\$)</b>
1	Project Management	----	----	
2	Community Engagement	----	----	
3	Data Collection	----	----	
4	Franchise Renewal Negotiation Plan	----	----	
<b>SUBTOTAL</b>				
<b>TOTAL PRICE</b>				

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**END OF PROPOSAL FORMS**

**PROFESSIONAL SERVICES AGREEMENT**  
**[Insert project/contract name and ID number.]**

The City of Bremerton (“City”) and \_\_\_\_\_ (“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

**I. Scope:** The Consultant agrees to perform the services more specifically described in the Scope of Work, dated \_\_\_\_\_, 20\_\_, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

**II. Term:** The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section IX.A of this agreement.

**III. Compensation:** In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed \$\_\_\_\_\_. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

**IV. Relationship of Parties:** Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

**V. Indemnification:**

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE

PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

**\*\*\*\*\*CONTACT RISK MANAGEMENT SPECIALIST FOR APPROPRIATE INSURANCE LANGUAGE\*\*\*\*\***

**VI. Insurance:** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
3. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate; and
4. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim; and
5. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

All required policies shall be provided on an “occurrence” basis except professional liability insurance (if required), which may be provided on a “claims-made” basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or contractors (sub-consultants or sub-contractors) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-contractor meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

## **VII. General Conditions:**

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in \_\_\_\_\_, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing

such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Use of Photographs and Images. Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in \_\_\_\_\_, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:

Notices to be sent to:

CITY:

CONSULTANT:

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

City of Bremerton  
345 6<sup>th</sup> Street, Suite 100

\_\_\_\_\_  
\_\_\_\_\_

Bremerton, WA 98337-1891

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J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

K. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. Assignment: Any assignment of this agreement by the Contractor without the written consent of the City shall be void.

**VIII. Equal Employment Opportunity Statement:** In the hiring of employees for the performance of work under this Agreement, the Consultant, its subcontractors, or any person acting on behalf of Consultant shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

**IX. ADA Statement:** The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

**X. Termination:** This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

**XI. Suspension & Debarment.** For contracts involving Federal funding, Consultant hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Consultant enter into a covered transaction with another firm, Consultant agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

CONSULTANT:

CITY OF BREMERTON

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE PROFESSIONAL SERVICES AGREEMENT

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Roger A. Lubovich, Bremerton City Attorney

By: \_\_\_\_\_  
Angela Hoover, City Clerk

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